Facility Specific Terms
(Reedy Creek Wallumbilla Pipeline)

Details

Service Provider	**APA Reedy Creek Wallumbilla Pty Ltd**
	ACN 609 218 608
Facility	**Reedy Creek Wallumbilla Pipeline**
	(RCWP)
Pipeline Licence	**2023 (Qld)**

1. General

1.1 Application

This document:

(a) is published by APA Group on behalf of the Service Provider;

(b) constitutes the Service Provider's Facility Specific Terms in respect of the Facility;

(c) is made by the Service Provider in accordance with the National Gas Rules; and

(d) applies to and forms part of Operational Transportation Service Agreements between Service Provider and Transportation Facility Users which expressly incorporate this version of this document (each an **OTSA**).

1.2 Definitions

Terms used in the applicable OTSA apply in this document. Additionally, these definitions apply unless the context requires otherwise.

New Terms has the meaning set out in clause 17.1.

New Terms Date has the meaning set out in clause 17.3(a).

Old Terms has the meaning set out in clause 17.3(a).

Operational Transportation Service Agreement has the meaning given to "operational transportation service agreement" in the National Gas Law.

1.3 Interpretation

Subject to clause 1.4, nothing in this document alters or varies the Standard Terms except to the extent permitted by the National Gas Rules or the Operational Transportation Service Code. This document must be construed consistently with the National Gas Rules and the Operational Transportation Service Code. To the extent of any inconsistency, the National Gas Rules and the Operational Transportation Service Code apply and this document must be disregarded.

1.4 Other binding obligations

Despite the Standard Terms and any other provision of this document, the Service Provider may do or omit to do any act, matter or thing to ensure that it does not breach any:

(a) Australian statutory obligation binding upon the Service Provider; or

(b) legally binding undertaking given by the Service Provider to the Australian Competition and Consumer Commission, the Australian Energy Regulator or the Crown in right of a State, the Commonwealth or a Territory.

2. Facility details

2.1 Details

(a) A list of all current Receipt Points and Delivery Points on the Pipeline, and associated information about locations, Zones, physical capacity and other matters required to be provided by Law, is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services.

(b) Other information about the Pipeline is set out in Schedule 1.

2.2 Pressure information

(a) The pressure or pressure range at or within which Shipper must supply Gas at each Receipt Point is set out in Schedule 1.

(b) The pressure or pressure range and temperature or temperature range at or within which Service Provider must deliver Gas at each Delivery Point is set out in Schedule 1.

2.3 Maintenance Plan

The Maintenance Plan from time to time current for the Facility is available at https://www.apagrid.com.au/maintenance-schedules/

3. Substituted definitions

The definitions in Schedule 2 apply in substitution for the applicable definitions in clause 1.1 of the Standard Terms.

4. Gas Specification

The Gas Specification for the Facility is set out in Schedule 3.

5. Scheduling procedures

The Service Provider will schedule quantities of Gas for transportation or compression (as applicable) under this Agreement in accordance with Schedule 4.

6. Priority Principles

The Priority Principles are set out in Schedule 5.

7. System Use Gas and System Use Fuel Charges

Shipper must supply System Use Gas and pay System Use Fuel Charges in accordance with Schedule 6.

8. Charges

Without limiting any other Charges payable by Shipper to Service Provider, Shipper must pay to Service Provider the Charges set out in Schedule 7 in accordance with the Standard Terms.

9. Imbalances

(a) Shipper's Imbalance Allowance for Traded Forward Haul Services is set out in Schedule 8.

(b) If Shipper wishes to exchange all or part of its Accumulated Imbalance for an equal but opposite quantity of another Transportation Facility User's imbalance, it must give effect to the exchange through the In-Pipe Trade Service and not in accordance with clause 12.5 of the Standard Terms.

10. Other Services

The services set out in Schedule 9 apply to this Agreement.

11. Hourly limitations

Schedule 10 sets out:

(a) limits on the quantities of Gas Shipper may supply or take delivery of in an hour; and

(b) terms upon which Shipper may, by Bilateral Trade, transfer or acquire hourly entitlements, imbalance entitlements or other contractual entitlements to use Capacity of the Facility (as applicable) from other Transportation Facility Users of the Facility.

12. Odorisation

Service Provider will not odorise or maintain any odorant level for the Gas delivered to Shipper under this Agreement unless required by Law.

13. Metering Principles

The Metering Principles for the Facility are set out in Schedule 11.

14. Operational communications

Operational communications (including those relating to nominations, scheduling, curtailment and off-specification gas) must be given in the manner and form (which may include by digital interface) advised by APA from time to time and Schedule 12 applies to this Agreement for this purpose.

15. Compressor operation

(a) Schedule 13 applies to the operation of the compressors outlined in the schedule in respect of the Traded Forward Haul Service and the Forward Haul Auction Service.

(b) Subject to paragraph (a) and unless Shipper elects otherwise in accordance with paragraph (c), Service Provider must compress (or procure the compression of) all quantities of Gas (not exceeding, on a Day, (in respect of the Traded Forward Haul Service) the Traded Forward Haul Service MDQ or (in respect of the Forward Haul Auction Service) the Forward Haul Auction MDQ) to be received or delivered on account of Shipper at the relevant compressor, to the extent necessary and at the times required, in order for the Gas to enter the Pipeline, transit parts of the Pipeline with different pressures or enter a connecting pipeline under another Service scheduled in accordance with this Agreement.

(c) Shipper may only make the election referred to in paragraph (b) if:

(i) where Service Provider is not the owner of the compressor, Shipper has acquired rights from the owner of the compressor to have Shipper' s Gas compressed; or

(ii) in the reasonable opinion of Service Provider, having regard to the practices under Primary Facility Agreements which use the relevant compressor, it is possible to separate Gas that Shipper has supplied to the applicable Receipt Point or takes delivery of at the applicable Delivery Point from Gas being compressed (such that Shipper's Gas is not compressed).

16. Miscellaneous provisions

Schedule 14 applies to this Agreement.

17. Amendment

17.1 Service Provider may amend

Service Provider may amend these Facility Specific Terms from time to time in accordance with this clause 17, provided that the amended terms (**New Terms**):

(a) comply with the National Gas Law; and

(b) apply to all Transportation Facility Users.

17.2 Notice of amendment

Service Provider must give at least 30 Days written notice to Shipper of the proposed:

(a) New Terms; and

(b) date from which the New Terms will take effect.

17.3 Consequences of amendment

(a) On and from the date advised by Service Provider under clause 17.2(b) or such other date as is determined for the purposes of this Agreement in accordance with the National Gas Rules (**New Terms Date**), this Agreement will be amended by substituting the New Terms in place of the version of the Facility Specific Terms that applied to this Agreement immediately prior to the New Terms Date (**Old Terms**).

(b) Nothing in this Agreement:

(i) prejudices or adversely affects any right, power, discretion or remedy; or

(ii) discharges, releases or otherwise affects any liability or obligation,

arising under the Old Terms before the New Terms Date.

(c) To avoid doubt, Shipper's use of a Service on or after the New Terms Date indicates Shipper's acceptance of the New Terms.

18. Accommodating differences across jurisdictions

The Shipper acknowledges that:

(a) pipelines that cross multiple jurisdictional areas have Receipt Points and Delivery Points that may operate at different gas day start times;

(b) the Service Provider employs a process by which allocations for each Receipt Point and Delivery Point are made relevant to the jurisdictional areas in which they are physically located;

(c) the process (detailed in (b) above) allows for all Receipt Point and Delivery Point allocations with interconnecting parties to align with the local jurisdiction gas day start time; and

(d) operationally. any difference in instantaneous gas flow between gas day start times on each pipeline is physically managed by Service Provider utilising Linepack Gas within the applicable pipeline.

Schedule 1

Facility Details

(see clause 2)

(a) A list of all current Receipt Points and Delivery Points on the Pipeline, and associated information about locations, Zones, physical capacity and other matters required to be provided by Law, is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services.

(b) The Receipt Points which can be used for the supply of Gas to a Park Service Point are identified in the list of all current Receipt Points referred to in paragraph (a).

Receipt point pressure

(c) The pressure or pressure range at or within which Shipper must supply Gas at each Receipt Point is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services.

Delivery point pressure

(d) The pressure or pressure range and temperature or temperature range at or within which Service Provider must deliver Gas at each Delivery Point is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services.

(e) The Service Provider's obligation to deliver the MDQ to the Reedy Creek Delivery Point under a Wallumbilla to Reedy Creek service is subject to Shipper ensuring that the operating pressure at the Connection Point at the time of the proposed delivery is at or below 12,500 kPa.

Consents

Shipper must obtain consent from each applicable interconnect party before it may use a Receipt Point or Delivery Point.

Charges

Not applicable

Allocation agreement

Not applicable

Allocation procedures

Not applicable

Schedule 2

Substituted definitions

(see clause 3)

Renomination Cut-off Time means, for a Day:

(a) for an Auction Service, 1845 hours Australian Eastern Standard Time on the previous Day; and

(b) for a Service that is not an Auction Service, 2 hours prior to the end of the Day.

Schedule 3

Gas Specification
(see clause 4)

1. Gas Specification

The gas specifications published by Service Provider from time to time in respect of a relevant Pipeline, which must comply with all applicable Laws. Until otherwise advised by APA, the gas specifications are available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services.

2. Gas Composition

2.1 Monitoring

(a) The Service Provider must, at the Service Provider's cost, install, operate and maintain a C6+ gas chromatograph, C9+/contaminants gas chromatograph and sulphur analyser to monitor the quality of gas received from, or delivered to, the RCWP at Wallumbilla (Monitoring Equipment).

(b) From the Commencement Date, the Service Provider must facilitate the provision to Shipper of real time access to the data captured by the Monitoring Equipment.

2.2 Service Provider's Liability

(a) Shipper acknowledges and agrees that:

(i) the Monitoring Equipment has no redundancy and may be out of service as a result of equipment failure or maintenance; and

(ii) the Service Provider must use reasonable endeavours to restore the Monitoring Equipment as soon as possible after an equipment failure but (without limiting paragraph (b)) the Service Provider is not liable to Shipper for any loss or damage suffered by Shipper during or in respect of any service interruption.

(b) Nothing in this Schedule 3 clause 2.2 requires the Service Provider to deliver gas under this Agreement other than in accordance with clause l 0 of the Standard Gas Transportation Agreement for the East Coast Grid and Central Region pipelines, the Service Provider's liability to Shipper with respect to this Schedule 2 clause 2 is limited to the provision by the Service Provider of data in accordance with Schedule 3 clause 2.1(b).

Schedule 4

Scheduling procedures

(see clause 5)

(a) Subject to this Schedule 4 and to the Standard Terms, Service Provider must schedule the receipt quantities or delivery quantities of Gas which are nominated by Shipper and accepted by Service Provider in accordance with the Standard Terms.

(b) Service Provider must schedule under paragraph (a) by the applicable Scheduling Time and (subject always to the Priority Principles) may reschedule Scheduled Quantities after the Scheduling Time to give effect to Renominations by Shipper, renominations by other Transportation Facility Users, or the rights or obligations of Service Provider under the Standard Terms, the National Gas Law or agreements with other Transportation Facility Users.

(c) Where Service Provider considers it necessary, it may confirm:

(i) the receipt of the quantities nominated for receipt at the Nominated Receipt Points with the Interconnect Party at the Nominated Receipt Points; and

(ii) the acceptance of the quantities nominated by Shipper for delivery at the Nominated Delivery Points with the Interconnect Party at the Nominated Delivery Points.

(d) Subject to this Agreement and any adjustments Service Provider (acting reasonably) deems necessary to maintain the operational integrity of the Pipeline or to comply with any Laws, Service Provider will schedule for acceptance at the Nominated Receipt Points the lesser of:

(i) the quantity of Gas nominated by Shipper for receipt at the Nominated Receipt Points; and

(ii) (if Service Provider confirms quantities under paragraph (c)) the aggregate quantity of Gas confirmed for supply at the Nominated Receipt Points by the Interconnect Parties at the Nominated Receipt Points.

(e) Subject to this Agreement and any adjustments Service Provider (acting reasonably) deems necessary to maintain the operational integrity of the Pipeline or to comply with any Laws, Service Provider will schedule for delivery at the Nominated Delivery Points the lesser of:

(i) the quantity of Gas nominated by Shipper for delivery at each Nominated Delivery Point; and

(ii) (if Service Provider confirms quantities under paragraph (c)) the quantity of Gas confirmed for acceptance on account of Shipper at each Nominated Delivery Point by the Interconnect Party at the Nominated Delivery Point.

(f) If requested by Service Provider, Shipper must provide Service Provider with a schedule of priorities for each Day, ranking:

(i) what deliveries should not be scheduled at the Nominated Delivery Points if all of Shipper's nominated receipts at the Nominated Receipt Points cannot be scheduled; and

(ii) what receipts should not be scheduled at the Nominated Receipt Points if all of Shipper's nominated deliveries at the Nominated Delivery Points cannot be scheduled.

(g) If Shipper does not provide a schedule of priorities in accordance with paragraph (f), then Service Provider may without liability to Shipper select what nominated receipts or deliveries will not be scheduled to balance Shipper's scheduled receipts and deliveries.

(h) Scheduling priorities are set out in the Priority Principles in Schedule 5.

Schedule 5

Priority Principles
(see clause 6)

1. Definitions

In this Schedule 5, these definitions apply unless the context requires otherwise.

Auction Capacity means "auction capacity" as defined in the National Gas Rules.

Exchange Capacity means Transportation Capacity the subject of an Exchange Trade.

Forward Haul Auction Agreement means a Facility Agreement that provides for forward haul transportation services relating to Auction Capacity, including the parts of this Agreement relating to the Forward Haul Auction Service.

2. Scheduling priorities

(a) If there is not sufficient Capacity to receive, compress, transport or deliver all the quantities of Gas nominated by all Transportation Facility Users on any Day, then Service Provider must schedule the quantities nominated by Transportation Facility Users (including Shipper) in the following priority and sequence (subject to and the National Gas Law, National Gas Rules, other applicable Laws and the operability of applicable gas markets and pipeline networks). Scheduling limitations will be applied only to the portion or portions of the Facility that are capacity constrained.

(i) First – Firm quantities of Reserved Capacity nominated by Transportation Facility Users under Facility Agreements (**Firm Users**), not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for Firm services under those agreements. Where the constraint applies at specific Receipt Points or Delivery Points, the nominated quantities will be allocated pro rata as follows.

(A) First to Primary Shippers to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services and they have Reserved Capacity at the relevant Receipt Point or Delivery Point.

(B) Then to Primary Shippers (including any Primary Shippers referred to in paragraph (A)), to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services but they do not have Reserved Capacity at the relevant Receipt Point or Delivery Point (or their nominated or scheduled use of Firm Transportation Services on the Day exceeds the Capacity they have Reserved at the relevant Receipt Point or Delivery Point), and (in equal priority with the Primary Shippers) to Secondary Shippers to the extent required for the

provision to them of Firm Transportation Services (including Traded Forward Haul Services).

(ii) Second – quantities nominated by Transportation Facility Users under Forward Haul Auction Agreements (**Auction Users**), not to exceed their respective MDQs for forward haul auction services utilising Auction Capacity under those agreements and, in aggregate for all Auction Users, not exceeding applicable Auction Capacity for the Day less quantities of Auction Capacity renominated by Firm Users. If the Capacity available is not sufficient to receive or deliver all Auction Users' nominated quantities, then the available Capacity will be allocated among those Auction Users pro rata on the basis of their respective MDQs for forward haul auction services utilising Auction Capacity under those agreements.

(iii) Third – Firm quantities nominated by Firm Users, other than quantities of Reserved Capacity, which in aggregate with their Reserved Capacity do not exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for Firm services under those agreements.

(iv) Fourth – quantities nominated by Transportation Facility Users with as available Facility Agreements, not to exceed their respective MDQs for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' nominations pursuant to as available services, then the available Capacity will be allocated among those Transportation Facility Users pro rata based on their nominations for as available services.

(v) Fifth – quantities nominated by Transportation Facility Users pursuant to authorised overrun services. If the Capacity available is not sufficient to receive or deliver for all Users requesting authorised overrun services, then the available Capacity will be allocated among those Transportation Facility Users pro rata based on their nominations for authorised overrun services.

(vi) Sixth – quantities nominated by Transportation Facility Users pursuant to interruptible Facility Agreements. If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting interruptible services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines) among Transportation Facility Users who have entered into interruptible Facility Agreements.

(b) Backhaul services are scheduled in accordance with the priorities set out in paragraph (a) to the extent (where applicable) that sufficient matching services are scheduled on the relevant Day. If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting backhaul services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines, provided that backhaul services utilising Auction Capacity will be scheduled after backhaul services utilising

Firm Transportation Capacity) among Transportation Facility Users who have entered into backhaul Facility Agreements.

(c) Transportation Facility Users' redirection services, and pressure services for which priority is not determined as a result of the application of paragraph (a), will be scheduled in accordance with the priorities set out in paragraph (a) after backhaul services are scheduled and to the extent that there are sufficient quantities of Gas to be either actually or notionally received in or delivered from the Facility (or to be compressed as the case requires), either on account of Shipper or another Transportation Facility User, to facilitate the services on the relevant Day.

2.2 Notification by Service Provider

If any quantities nominated by Shipper are not scheduled by Service Provider pursuant to this Agreement, Service Provider must advise Shipper as soon as reasonably practicable.

2.3 Curtailment

(a) If, on any Day or in any Hour the Capacity of the Facility or any portion of it, or the capacity of any Receipt Point or Delivery Point, is insufficient to receive, compress, transport or deliver all the quantities of Gas scheduled for all Transportation Facility Users, then Service Provider may on that Day or in that Hour curtail or interrupt the receipt, compression, transportation or delivery of Gas (as the case may be) in accordance with the sequence and priorities set out below to the extent necessary to provide Transportation Services within the Capacity of the Facility at the relevant time (subject to the National Gas Law, National Gas Rules, other applicable Laws and the operability of applicable gas markets and pipeline networks). Curtailment will be applied only to the portion or portions of the Facility that are capacity- constrained.

(i) First – overrun quantities under this Agreement and other Facility Agreements.

(ii) Second – quantities pursuant to interruptible Facility Agreements. If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting interruptible services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines) among Transportation Facility Users who have entered into interruptible Facility Agreements.

(iii) Third – quantities for transportation for Transportation Facility Users pursuant to authorised overrun services. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' authorised overrun quantities, then the available Capacity will be allocated among those Transportation Facility Users pro rata based on scheduled quantities.

(iv) Fourth – quantities for transportation for Transportation Facility Users with as available Facility Agreements up to their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' as available quantities, then the

available Capacity will be allocated among those Transportation Facility Users pro rata based on scheduled quantities.

(v) Fifth – Firm quantities for transportation to Firm Users, other than quantities of Reserved Capacity, which in aggregate with their Reserved Capacity do not exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for Firm services under those agreements.

(vi) Sixth – quantities for transportation to Transportation Facility Users pursuant to Forward Haul Auction Agreements, not to exceed their respective MDQs for forward haul auction services utilising Auction Capacity under those agreements and, in aggregate for all Auction Users, not exceeding applicable Auction Capacity for the Day less quantities of Auction Capacity renominated by Firm Users. If the Capacity available is not sufficient to receive or deliver all Auction Users' quantities, then the available Capacity will be allocated among those Auction Users pro rata on the basis of their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for forward haul auction services utilising Auction Capacity under those agreements

(vii) Seventh – Firm quantities of Reserved Capacity for transportation to Firm Users, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for Firm services under those agreements. Where the constraint applies at specific Receipt Points or Delivery Points, the scheduled quantities will be allocated pro rata as follows.

(A) First quantities for transportation to:

(I) Primary Shippers (including any Primary Shippers referred to in paragraph (B)), to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services but they do not have Reserved Capacity at the relevant Receipt Point or Delivery Point (or their scheduled use of Firm Transportation Services on the Day exceeds the Capacity they have Reserved at the relevant Receipt Point or Delivery Point); and

(II) (in equal priority with the Primary Shippers) Secondary Shippers pursuant to Firm Transportation Services (including Traded Forward Haul Services), will be curtailed.

(B) Then quantities will be allocated to Primary Shippers to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services and they have Reserved Capacity at the relevant Receipt Point or Delivery Point.

(b) Without limiting paragraph (a), backhaul services are subject to interruption or curtailment prior to any other quantities (except redirection quantities) to the extent (where applicable) that there are insufficient matching services to permit a backhaul service. If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting backhaul services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines, provided that backhaul services utilising Auction Capacity will be curtailed before backhaul services utilising Firm capacity) among Transportation Facility Users who have entered into backhaul Facility Agreements.

(c) Without limiting paragraph (a), Transportation Facility Users' redirection services, and pressure services for which interruption or curtailment is not determined as a result of the application of paragraph (a), may be interrupted or curtailed in accordance with the priorities set out in paragraph (a) to the extent that there are insufficient quantities of Gas to be either actually or notionally received in or delivered from the Facility (or to be compressed as the case requires), either on account of Shipper or another Transportation Facility User, to facilitate the services on the relevant Day.

2.4 Curtailment advice

Service Provider must advise Shipper by telephone (to be confirmed in writing or digitally) as soon as practicable after becoming aware of an impending or actual curtailment or interruption in the receipt, transportation or delivery of Gas and the reasons for the impending or actual curtailment.

Schedule 6

System Use Gas and System Use Fuel Charges
(see clause 7)

1. Definitions

In this Schedule 6, these definitions apply unless the context requires otherwise.

Shipper's SUFC Share means Shipper's proportionate contribution to the total quantity of System Use Fuel Charges that Service Provider incurs from time to time in order to operate the Facility, as determined in accordance with clause 3 of this Schedule 6.

Shipper's SUG Share means Shipper's contribution to the total quantity of System Use Gas, excluding Linepack Gas, that is required by Service Provider from time to time in in connection with the operation of the Facility, determined by Service Provider from time to time in accordance with clause 2.1 of this Schedule 6.

System Use Fuel Charges means the costs incurred by Service Provider in connection with fueling the Compressors, other than costs incurred in connection with System Use Gas, Linepack Gas or costs incurred as a result of the negligence of Service Provider.

2. System Use Gas

2.1 Determination of Shipper's SUG Share

(a) Service Provider must determine Shipper's SUG Share acting reasonably but at its discretion.

(b) In making its determination, Service Provider may have regard to:

(i) the total quantity of System Use Gas (excluding Linepack Gas) that is required, and the total System Use Fuel Charges incurred, by the Service Provider from time to time in order to operate the Facility;

(ii) the total quantities of Gas to be received, compressed or delivered on account of all Transportation Facility Users during the relevant period in connection with the Facility; and

(iii) compressor fuel, necessary for the management, operation and maintenance of the Facility, which is reasonably attributable to the Services,

but Service Provider must allocate System Use Gas equitably (that is, on a user pays basis, a total share basis or such other basis as Service Provider reasonably determines) between all Transportation Facility Users in connection with the part of the Facility to which its determination relates.

2.2 Provision by Shipper

(a) Shipper must, at no cost to Service Provider, supply Shipper's SUG Share, at the times notified by Service Provider from time to time, by nominating the requisite quantities of Gas for receipt at a Receipt Point.

(b) If Shipper fails to nominate in accordance with paragraph (a), the first quantities of Gas received by Service Provider on account of Shipper on or after the relevant Day constitute, to the extent necessary, Shipper's SUG Share.

2.3 Ownership

Service Provider owns System Use Gas supplied under clause 2.2 of this Schedule 6.

3. System Use Fuel Charges

(a) Shipper must pay to Service Provider, each Month during the Term, Shipper's SUFC Share in respect of the Services provided in that Month.

(b) Shipper's SUFC Share for a Month is the amount determined by the Service Provider from time to time acting reasonably but at its discretion. In making its determination, the Service Provider may have regard to:

(i) the total System Use Fuel Charges incurred, and the total quantity of System Use Gas that is required, by Service Provider from time to time in order to operate the Facility;

(ii) the total quantities of Gas to be received or delivered on the Facility on account of all Transportation Facility Users during the relevant period; and

(iii) compressor fuel, necessary for the management, operation and maintenance of the Facility, which is reasonably attributable to the Services,

but Service Provider must allocate System Use Fuel Charges equitably (that is, on a user pays basis, a total share basis or such other basis as the Service Provider reasonably determines) between all Transportation Facility Users on the part of the Facility to which its determination relates.

Schedule 7

Charges
(see clause 8)

1. Definitions

In this Schedule 7, these definitions apply unless the context requires otherwise.

Adjustment Date has the meaning set out in clause 10 of this Schedule 7.

Auction Charge, for a Month, means the amount in dollars calculated as follows:

AUC = AUR × AAC

where:

AUC is the Auction Charge for the Month

AUR is the Auction Rate

AAC is the aggregate of the daily quantities of Auction Capacity (in GJ) acquired by Shipper through a Capacity Auction for each Day during the Month

Auction Rate means the per GJ auction rate published by Service Provider from time to time, which must comply with all applicable Laws. Until otherwise advised by Service Provider, the auction rate is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/tariffs-and-terms.

Calendar Year Quarter means each period of 3 months beginning on 1 January, 1 April, 1 July and 1 October of each calendar year.

CPI means the Consumer Price Index (All Groups Index for the Weighted Average Eight Capital Cities) as published from time to time by the Australian Bureau of Statistics for any quarter. If the CPI ceases to be published or the basis upon which that index is calculated is changed to such a material extent that it is no longer appropriate to be used (**CPI Event**), Shipper and Service Provider must meet to endeavour to agree upon another appropriate index or indices with the intention that neither party will be materially disadvantaged or benefited by such substitution. If Service Provider and Shipper are unable to agree within 30 Business Days of the CPI Event, the matter must be referred as a dispute for resolution under clause 23 of the Standard Terms.

Entitlements Counterparty has the meaning set out in clause 3(b)(i) of Schedule 10.

Entitlements Trading Charge, for a Month, means the amount in dollars calculated as follows:

ETC = ETR × AE

where:

ETC is the Entitlements Trading Charge for the Month

ETR is the Entitlements Trading Rate

AE is the aggregate of the hourly entitlements (in GJ per hour), imbalance entitlements or other contractual entitlements to use Capacity of the Facility (as applicable) sold by Shipper for each Day during the Month

Escalation Factor means CPIa ÷ CPIb, where:

(a) CPIa is the CPI published for the Calendar Year Quarter immediately preceding the relevant Adjustment Date; and

(b) CPIb is the CPI published for the Calendar Year Quarter immediately preceding the Calendar Year Quarter the subject of CPIa,

except that, if CPIb is greater than CPIa (**Deflation Date**), then the Escalation Factor means 1 and will remain as 1 for future Adjustment Dates until such time that CPIa for the Calendar Year Quarter immediately preceding the future Adjustment Date is greater than CPIb at the Deflation Date, at which time CPIb on that future Adjustment Date will be deemed to be the value of CPIb at the Deflation Date and the above formula will apply on that basis to determine the Escalation Factor for that Calendar Year Quarter.

Exchange Capacity means Transportation Capacity the subject of an Exchange Trade.

Exchange Capacity Charge, for a Month, means the amount in dollars calculated as follows:

ECC = ECR × EC

where:

ECC is the Exchange Capacity Charge for the Month

ECR is the Exchange Capacity Rate

EC is the aggregate of the daily quantities of Exchange Capacity (in GJ) the subject of an Exchange Capacity Trade in relation to Shipper for each Day during the Month

Exchange Capacity Rate means the per GJ exchange capacity rate published by Service Provider from time to time, which must comply with all applicable Laws. Until otherwise advised by Service Provider, the exchange capacity rate is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/tariffs-and-terms.

Imbalance Charge, for a Day, means the aggregate of the Traded Imbalance Charge and the Unauthorised Imbalance Charge for that Day.

In-Pipe Trade Charge, for a Day, means the amount in dollars calculated by multiplying the In-Pipe Trade Rate by the relevant quantity of Gas delivered at In-Pipe Delivery Points on the Day under the In-Pipe Trade Service

Overrun Quantity means each quantity of Gas which is delivered to or on account of Shipper at each Delivery Point:

(a) in respect of a Service on a Day in excess of the quantity of Gas scheduled to be delivered, and not curtailed in accordance with this Agreement, to that Delivery Point on that Day to or on account of Shipper under that Service; or

(b) in respect of a Service in an Hour at a rate in excess of the Delivery Point MHQ for that Delivery Point for that Hour.

Rate Set Date has the meaning set out in clause 2 of this Schedule 7.

Rates has the meaning set out in clause 2(a) of this Schedule 7.

Specific Imposts has the meaning set out in clause 2(c) of this Schedule 7.

Standardisation Cost Charge means the Standardisation Cost Charge published by Service Provider from time to time, which must reflect the Shipper's share of the reasonable "standardisation costs" (as defined in the National Gas Rules) of Service Provider (excluding standardisation costs recovered under the Auction Charge or the Exchange Capacity Charge) and which must comply with all applicable Laws. Until otherwise advised by Service Provider, the Standardisation Cost Charge is available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/tariffs-and-terms.

Traded Imbalance Charge, for a Day, means the amount calculated as follows: TIC =

TIR × (DIT – IA)

where:

TIC is the Traded Imbalance Charge for the relevant Day

TIR is the Traded Imbalance Rate

DIT is the absolute value of the Shipper's Daily Imbalance in relation to the Traded Forward Haul Service at the end of the relevant Day

IA is the TFHS Imbalance Allowance

TFHS Imbalance Allowance has the meaning set out in Schedule 8.

Trading Counterparty has the meaning set out in Schedule 9.

Unauthorised Imbalance Charge, for a Day, means the amount calculated as follows: UIC =

UIR × (DIA + AIT)

where:

UIC is the Unauthorised Imbalance Charge for the relevant Day
UIR is the Unauthorised Imbalance Rate

DIA is the absolute value of the Shipper's Daily Imbalance in relation to the Forward Haul Auction Service and the Backhaul Auction Service at the end of the relevant Day

AIT is the absolute value of the Accumulated Imbalance in relation to Traded Forward Haul Services for which, on the Day, there is no current Traded Forward Haul Service MDQ

Unauthorised Overrun Charge, for any Day or any Hour, means the amount in dollars calculated by multiplying the Unauthorised Overrun Rate by any Overrun Quantity at a Delivery Point for that Day or Hour (as applicable) and aggregating the amounts calculated above in respect of each Delivery Point.

2. Rates

(a) The rates available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/tariffs-and-terms apply to this Agreement.

(b) The Rates are GST exclusive and escalate in accordance with clause 10 of this Schedule 7.

(c) The imposts in the table below (**Specific Imposts**) apply to this Agreement.

Any safety and health fee that APA is liable to pay pursuant to the *Petroleum and Gas (Safety) Regulation 2018* (Qld).
Any fee levied in respect of a government's funding commitments to national energy market regulation that APA is liable to pay pursuant to the *Petroleum and Gas (Safety) Regulation 2018* (Qld).

3. Standardisation Cost Charge

Shipper must pay the Standardisation Cost Charge to Service Provider for each Month during the Term.

4. Auction Charge

Shipper must pay the Auction Charge to Service Provider for each Month during the Term.

5. Exchange Capacity Charge

Shipper must pay the Exchange Capacity Charge to Service Provider for each Month during the Term.

6. Imbalance Charge

Shipper must pay Service Provider, each Month during the Term, the aggregate of the Imbalance Charges for each Day in the Month.

7. Unauthorised Overrun Charge

(a) Shipper must pay to Service Provider each Month during the Term the Unauthorised Overrun Charge in respect of all Overrun Quantities delivered in that Month.

(b) Shipper is not liable to pay the Unauthorised Overrun Charge in respect of a Day to the extent that, without the prior written approval of Shipper, Service Provider (other than in the exercise of its rights under this Agreement) solely causes the delivery of Overrun Quantities on that Day.

8. In-Pipe Trade Charge

Shipper must pay to Service Provider, each Month during the Term, the In-Pipe Trade Charge for quantities of Sold Gas delivered on account of Shipper to Trading Counterparties at In-Pipe Delivery Points on each Day during the Month under the In-Pipe Trade Service.

9. Entitlements Trading Charge

(a) Shipper must pay the Entitlements Trading Charge to Service Provider for each Month during the Term.

(b) Shipper must pay the Entitlements Trading Charge to Service Provider irrespective of whether Shipper's Entitlements Counterparty or other Transportation Facility Users utilise any or all of the transferred hourly entitlements, imbalance entitlements or other contractual entitlements to use Capacity of the Facility (as applicable), in respect of the Facility under their Facility Agreements during the Month.

10. Escalation of Rates

Each Rate is adjusted, on 1 January, 1 April, 1 July and 1 October in each year commencing on the first such date to occur after the Rate Set Date (each an **Adjustment Date**), by multiplying it by the Escalation Factor. The adjusted Rates apply until further adjusted on the next Adjustment Date

11. Specific Imposts

(a) If this Schedule 7 specifies any Specific Imposts, Shipper must pay to Service Provider a proportion, as reasonably determined and apportioned to Shipper by Service Provider from time to time, of the costs of the Specific Imposts incurred by Service Provider or a Related Body Corporate of Service Provider for each Month in the Term.

(b) Without limiting paragraph (a), the Parties acknowledge that Service Provider may recover in full from Transportation Facility Users the costs of Specific Imposts and agree that an apportionment by Service Provider of Specific Imposts between Transportation Facility Users (including Shipper) based on MDQ or throughput of Gas for the relevant period is reasonable.

Schedule 8

Imbalances
(see clause 9)

1. Definitions

In this Schedule 8, these definitions apply unless the context requires otherwise.

Aggregate Scheduled Quantity means the aggregate of quantities of Gas scheduled for Traded Forward Haul Services by Service Provider for delivery:

(a) where the Facility does not have a hub, at all Delivery Points on the Facility; and

(b) where the Facility has a hub:

(i) at all Delivery Points upstream of the hub; and

(ii) at the hub.

hub has the meaning set out in Part 20 of the National Gas Rules.

2. Shipper's Imbalance Allowance for Traded Forward Haul Services

Shipper's Imbalance Allowance for Traded Forward Haul Services for a Day (**TFHS Imbalance Allowance**) is 5% of the greater of:

(a) Shipper's Traded Forward Haul Service MDQ; or

(b) the Aggregate Scheduled Quantity,

on that Day.

Schedule 9

Other Services
(see clause 10)

1. Definitions

In this Schedule 9, these definitions apply unless the context requires otherwise.

Confirmed Sold Gas means the lesser of quantities of gas:

(a) nominated by Shipper under clause 2 of this Schedule 9; or

(b) nominated by the applicable Trading Counterparty under its Facility Agreement for receipt at the applicable In-Pipe Receipt Point or delivery at the applicable In-Pipe Delivery Point.

Eligible Shipper means Shipper and another Transportation Facility User that is party to an In- Pipe Gas Trading Agreement on the relevant Day.

Gas Trade means an agreement (whether on-market or off-market) between Eligible Shippers for the sale and purchase of gas, which is or will be situated in the Facility on account or at the direction of the seller in accordance with a Transportation Service.

In-Pipe Delivery Point means an In-Pipe Delivery Point allocated in accordance with clause 2.2 of this Schedule 9.

In-Pipe Gas Trading Agreement means an arrangement between Service Provider and a Transportation Facility User in which Service Provider agrees to facilitate Gas Trades for that Transportation Facility User.

In-Pipe Receipt Point means an In-Pipe Receipt Point allocated in accordance with clause 2.2 of this Schedule 9.

In-Pipe Trade Service means the facilitation services provided by Service Provider to Shipper in accordance with clause 2 of this Schedule 9.

Sold Gas means the gas which is the subject of a Gas Trade.

Trading Counterparty, in respect of an Eligible Shipper, means another Eligible Shipper with which the first-mentioned Eligible Shipper has agreed a Gas Trade.

Trading Point means a Trading Point set out in the list of Receipt Points and Delivery Points referred to in Schedule 1.

2. In-Pipe Trade Service

2.1 Service details

(a) Shipper may request Service Provider to facilitate a Gas Trade by submitting a nomination to Service Provider specifying:

(i) the receipt by Service Provider at an In-Pipe Receipt Point of quantities of Sold Gas nominated by Shipper; or

(ii) the delivery by Service Provider to Shipper or for Shipper's account at an In- Pipe Delivery Point of quantities of Sold Gas nominated by Shipper.

(b) Service Provider must schedule:

(i) (where Shipper is the seller) delivery of Confirmed Sold Gas at the applicable In-Pipe Delivery Point; and

(ii) (where Shipper is the buyer) receipt of Confirmed Sold Gas at the applicable In-Pipe Receipt Point,

on account of Shipper on that Day. The quantities of Gas last scheduled by Service Provider under this paragraph (b) for receipt or delivery are the quantities that will be deemed to have flowed on the relevant Day in respect of the applicable Gas Trade.

(c) Service Provider is not obliged to provide the In-Pipe Trade Service if:

(i) the receipt of Sold Gas at an In-Pipe Receipt Point or the delivery of Gas at an In-Pipe Delivery Point would result in an imbalance between receipt and delivery quantities which is not authorised by this Agreement or an unauthorised imbalance under the Facility Agreement of Shipper's Trading Counterparty;

(ii) Shipper's Trading Counterparty fails to give Service Provider a nomination under a Facility Agreement for the receipt or delivery of Sold Gas to be bought or sold by Shipper;

(iii) Shipper's Trading Counterparty is in breach of its obligations to Service Provider under its Facility Agreement; or

(iv) in Service Provider's opinion (acting reasonably) the receipt or delivery may affect, or be affected by, the Capacity of the Facility or its operational integrity.

(d) Shipper's only remedy for Service Provider's failure to provide the Service set out in this clause 2 is relief from payment of the In-Pipe Trade Charge for the Gas Trade to which the failure relates.

2.2 Allocation of In-Pipe Receipt Points and In-Pipe Delivery Points

(a) Service Provider must allocate to Shipper, at each Trading Point, a unique In-Pipe Receipt Point and In-Pipe Delivery Point in respect of each other Eligible Shipper from time to time. Each:

(i) In-Pipe Receipt Point is a Receipt Point; and

(ii) In-Pipe Delivery Point is a Delivery Point,

for the purposes of nominations, scheduling and curtailment, and for the calculation of Shipper's Daily Imbalances.

(b) The Receipt Point MDQ for each In-Pipe Receipt Point and the Delivery Point MDQ for each In-Pipe Delivery Point is the quantity of Gas scheduled by Service Provider for receipt or delivery (as applicable) at the relevant point on the applicable Day.

(c) Service Provider must make available to Shipper details of the applicable In-Pipe Receipt Points and In-Pipe Delivery Points then allocated to all other Eligible Shippers from time to time, including (without limitation) new points and terminated points.

(d) Notwithstanding any of its obligations under this Agreement, Service Provider may disclose to Eligible Shippers details about In-Pipe Receipt Points and In-Pipe Delivery Points allocated from time to time to Shipper under this Agreement, including (without limitation) new points and terminated points.

(e) Service Provider may disclose to a Trading Counterparty of Shipper any information, relating to Shipper, which Service Provider reasonably determines that the Trading Counterparty of Shipper needs to know to facilitate Gas Trades between Shipper and that Trading Counterparty.

2.3 Representation

Shipper represents and warrants that the quantities of Gas nominated for receipt at an In- Pipe Receipt Point or delivery at an In-Pipe Delivery Point under an In-Pipe Trade Service are the subject of a Gas Trade.

2.4 Title

As between Service Provider and Eligible Shippers, title to Sold Gas will be taken to have passed from the seller to the buyer at the In-Pipe Receipt Point of the buyer of the gas. This Agreement does not of itself create any Gas Trade (which is the responsibility of Eligible Shippers as between themselves).

Schedule 10

Hourly limitations
(see clause 11)

1. Definitions

In this Schedule 10, these definitions apply unless the context requires otherwise.

Delivery Point MHQ in relation to a Delivery Point means the quantity of Gas scheduled for delivery to Shipper at the Delivery Point on the relevant Day divided by 24 and multiplied by the MHQ Factor.

Entitlements Counterparty has the meaning set out in clause 3(b)(i) of this Schedule 10.

Entitlements Trade means a Bilateral Trade, of hourly entitlements, imbalance entitlements or other contractual entitlements to use Capacity of the Facility, in respect of the Facility, to which Shipper is a party.

MHQ Factor means 1.1.

Receipt Point MHQ in relation to a Receipt Point means the quantity of Gas scheduled for receipt from Shipper at the Receipt Point on the relevant Day divided by 24 and multiplied by the MHQ Factor.

2. Hourly limitations

(a) Shipper must not supply Gas at a Receipt Point at a rate per hour in excess of the Receipt Point MHQ.

(b) Shipper must not take delivery of Gas from a Delivery Point at a rate per hour in excess of the Delivery Point MHQ.

3. Entitlements Trades

(a) Shipper may, by email to the Service Provider at the Service Provider Address for Email Notices set out in Agreement Details, request Service Provider to facilitate an Entitlements Trade.

(b) Service Provider will use all reasonable endeavours to facilitate the requested Entitlements Trade, provided that:

(i) the seller holds the requisite hourly entitlements, imbalance entitlements or other contractual entitlements to use the Capacity of the Facility (as applicable), in respect of the Facility on the Day and Shipper's counterparty to the Entitlements Trade (**Entitlements Counterparty**) is not, at the time of

Shipper's request, in breach of its obligations to Service Provider under its Facility Agreement;

(ii) Service Provider receives a matching request from the Entitlements Counterparty within a reasonable time to enable Service Provider to facilitate the trade; and

(iii) in the opinion of Service Provider (acting reasonably), giving effect to the trade will not adversely affect the operational integrity of the Facility.

(c) If and to the extent that Service Provider facilitates the Entitlements Trade, then Service Provider will adjust the hourly entitlements, imbalance entitlements or other contractual entitlements to use the Capacity of the Facility (as applicable) of Shipper and its Entitlements Counterparty accordingly.

(d) Entitlements Trades do not affect:

(i) any Transportation Facility User's right, title or interest in any Gas in or to be received in or delivered from the Facility;

(ii) Shipper's obligations to Service Provider under this Agreement in respect of any hourly capacity sold by it to an Entitlements Counterparty; or

(iii) Service Provider's rights to curtail services in accordance with this Agreement.

(e) Nothing in this Agreement obliges Service Provider, or affects the responsibility of the parties to the Entitlements Trade, to do or arrange any act or thing necessary or desirable for the perfection or completion of the Entitlements Trade. This Agreement does not of itself create any Entitlements Trade (which is the responsibility of Shipper and the applicable Entitlements Counterparty as between themselves).

(f) Shipper's only remedy for Service Provider's failure to facilitate an Entitlements Trade in accordance with this Schedule 10 is relief from payment of any applicable Entitlements Trading Charge for the applicable Day to which the failure relates.

(g) Imbalance entitlements may only be transferred or acquired by way of an Entitlements Trade in accordance with this Schedule 10 where those imbalance entitlements are unable to be transferred or acquired by way of a Bilateral Trade in accordance with the Traded Park Service or by way of a Gas Trade in accordance with the In-Pipe Trade Service in Schedule 9.

Schedule 11

Metering Principles
(see clause 13)

1. Definitions

In this Schedule 11, these definitions apply unless the context requires otherwise.

Metering and Measurement Requirements means specifications published by Service Provider from time to time in relation to metering and measurement in relation to the Facility. Until otherwise advised by Service Provider, the Metering and Measurement Requirements are available at https://www.apa.com.au/operations-and-projects/gas/gas-transmission/reedy-creek-wallumbilla-pipeline-rcwp.

Metering Equipment means all the equipment and facilities required to be installed or provided at each Receipt Point and Delivery Point (including, where applicable, Compression Receipt Points and Compression Delivery Points) to conform to the Metering and Measurement Requirements.

2. Metering and Measurement Requirements

(a) The Metering and Measurement Requirements apply to this Agreement.

(b) The Metering and Measurement Requirements set out:

(i) the technical standards with which Metering Equipment at Receipt Points, Delivery Points and Compressors (and if applicable Compression Receipt Points and Compression Delivery Points) must comply;

(ii) the procedures for measurement and testing of Gas;

(iii) the accuracy requirements with which Metering Equipment must comply;

(iv) the procedures to apply where Metering Equipment is shown to have recorded inaccurately for a period; and

(v) the procedures to apply where Metering Equipment fails.

3. Metering Equipment

3.1 Provision and operation of Metering Equipment

(a) Service Provider will, at its cost, provide, operate and maintain Metering Equipment to measure the quantity of Gas used at each of Service Provider's compressor stations on the Pipeline.

(i) Where Service Provider owns or controls the Metering Equipment, Service Provider must ensure that the Metering Equipment complies with the Metering and Measurement Requirements.

(ii) Where Service Provider is party to contractual arrangements with the owner or controller of the Metering Equipment requiring that it must meet specified standards, Service Provider must use its reasonable endeavours to ensure that the Metering Equipment complies with the Metering and Measurement Requirements.

(b) Shipper will, at its cost, cause to be provided, operated, validated and maintained all other Metering Equipment required for the purposes of this Agreement in accordance with the Metering and Measurement Requirements, provided that where:

(i) Metering Equipment is owned or controlled by an Interconnect Party (other than the Shipper) with which Service Provider does not have contractual arrangements that the Metering Equipment must meet specified standards; and

(ii) the Metering Equipment is operational in relation to the Facility as at the date of this Agreement,

nothing in this Agreement obliges Shipper to make any modification to the Metering Equipment or to the way the Metering Equipment is operated as at the time Shipper commences use of the relevant Receipt Point, Delivery Point or Compressor.

(c) Shipper must use reasonable endeavours to cause to be installed, at the Receipt Points and the Delivery Points, facilities which will permit co-ordination of activities by Service Provider and Shipper in the metering, nomination, scheduling and transportation of Gas under this Agreement.

3.2 Access

(a) The Parties must take all action reasonably necessary to ensure that access to their respective Metering Equipment is provided to permit inspections and tests to be carried out as required in the Metering and Measurement Requirements.

(b) Each Party must ensure that the other party has both physical and digital access to any relevant Metering Equipment at all reasonable times for the purpose of obtaining and verifying all measurement information produced or recorded by it.

3.3 Receipt Point and Delivery Points taken as accurate

(a) The Parties acknowledge that the accuracy limits of the Metering Equipment, notwithstanding the quantity of Gas used by Service Provider in the operation of the Facility and the variation in the quantity of Gas stored in the Facility, may result in an apparent difference when measuring the same quantity of Gas at the Delivery Points and at the Receipt Points over a period.

(b) If there is doubt about which Metering Equipment is responsible for discrepancies, the Parties must use the data from Metering Equipment at the relevant Delivery Points.

Schedule 12

Operational communications
(see clause 14)

1. Definitions

In this Schedule 12, these definitions apply unless the context requires otherwise.

Information Interface means any secure, digital interface operated by Service Provider and used by the Shipper for:

(a) submitting nominations under this Agreement;

(b) submitting or confirming details of trading in Transportation Capacity with other Transportation Facility Users; and

(c) obtaining access to information regarding receipts, delivery, balances and gas flows under this Agreement.

Intellectual Property Rights means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know how or confidential information throughout the world for the full period of the rights and all renewals and extensions.

Named User means a person engaged or authorised by Shipper to use the Information Interface on account of Shipper regardless of whether or not the person is actively using the Information Interface for the purposes of this Agreement.

Right of Access means the right to access the Information Interface described in clause 2.1 of this Schedule 12.

2. Information Interface

2.1 Right of Access

(a) On and from the commencement of the Term, Service Provider grants to Shipper a non-exclusive, non-assignable, non-transferable right to access the Information Interface (**Right of Access**) solely for the following purposes:

(i) submitting nominations under this Agreement;

(ii) submitting or confirming details of trading in Transportation Capacity with other Transportation Facility Users; and

(iii) receiving information regarding receipts, delivery, balances and Gas flows under this Agreement.

(b) The Right of Access may only be exercised on behalf of Shipper by Named Users authorised by Service Provider in writing. Shipper is liable for any loss incurred by Service Provider resulting from the use of the Information Interface by Named Users for other than the purposes in paragraph (a).

(c) The Shipper must not reverse engineer, decompile, disassemble or alter the Information Interface or any source code associated with the Information Interface.

2.2 Control and ownership

The Shipper acknowledges that Service Provider:

(a) retains all ownership and Intellectual Property Rights in the Information Interface, including all copyright in any computer software contained or embodied in the Information Interface;

(b) may monitor the use of the Information Interface by the Shipper; and

(c) may implement changes to the Right of Access and/or Information Interface at any time by giving reasonable prior notice to the Shipper.

2.3 Support services

(a) Service Provider must provide reasonable help desk support to assist the Shipper in operating the Information Interface.

(b) Service Provider has no obligation to install, maintain or provide technical support services in relation to the Information Interface on the Shipper's computer system. Shipper is responsible for implementing any systems required to enable Shipper to connect to and use the Information Interface.

2.4 Parties to co-operate

Service Provider will use its best endeavours to ensure that the Information Interface operates efficiently. However, the Shipper acknowledges that the Information Interface may not function error-free or uninterrupted at all times. Service Provider may nominate temporary alternative arrangements for Nominations if operation of the Information Interface is impaired, and the parties agree to co-operate to ensure that such alternative Nomination arrangements function effectively.

Schedule 13

Compressor operation

(see clause 15)

Not applicable.

Schedule 14

Miscellaneous provisions

(see clause 16)

Not applicable.