APA
Australia's energy infrastructure partner

User access guide

This version of the Users Access Guide replaces earlier published versions

1 July 2026

Contents

1. APA's approach to pipeline access and negotiation with customers **3**
2. Regulation of gas pipelines in Australia **3**
3. Paths for gaining access to pipeline services **4**
3.1. Changes to existing contracted services 4
3.2. Preliminary enquiries or informal access requests 4
3.3. Formal Access Request 5
4. Confidential information **8**
5. Enquiries and informal access requests **9**
6. Formal Access Requests **9**
Appendix A: APA and EII pipelines – regulatory schemes **10**
Appendix B: Interconnection policy **13**
Appendix C: Connection Agreement (template) **21**

1. APA's approach to pipeline access and negotiation with customers

This user access guide sets out APA's approach to negotiation, and existing and prospective customers' rights in respect of pipeline access, tariffs and terms.

We will seek to understand and meet customer needs

We recognise that our customers' needs are varied. Our customers, whether they be energy retailers, small and large industrial users, gas-fired generators, gas traders, or gas producers, have different needs in respect of gas supply, and as a result, different needs in respect of pipeline services.

A potential customer's specific requirements for service will determine whether those requirements can be met through existing available capacity, or whether new pipeline facilities, including the type, scale and location of those facilities, are required. We will seek to meet these needs: this is our business.

APA is incentivised to negotiate and agree flexible deal-specific arrangements with customers, as required, to ensure that those customers' needs are met. By meeting customers' requirements, APA can increase the amount of pipeline capacity that is contracted, reducing overall risk to its business.

APA's standing tariffs and pricing methodology reflect this lower risk business model.

Published standard tariffs and terms

Explanations of standard APA pipeline services, standing tariffs and terms are published on APA's website. Potential customers are encouraged to review these services, tariffs and terms to understand the key considerations relevant to gaining access to pipeline services.

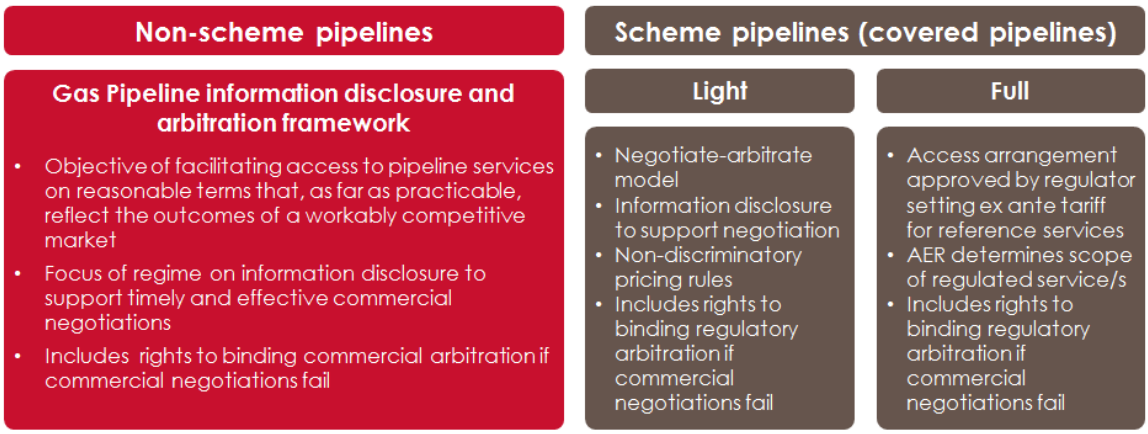
We will negotiate in good faith

APA will always act fairly, and with honesty and integrity in our dealings with you. We will negotiate in good faith with all our customers in providing access to pipeline and other services, or in building new facilities for customers. APA and users or prospective users also share a duty to negotiate in good faith in respect of providing access to pipeline and other services under section 148D of the *National Gas Law* (s216G in WA).

2. Regulation of gas pipelines in Australia

APA seeks to understand our customers' needs, and to develop services that meet those needs, no matter what regulatory scheme may apply to the pipeline.

There is a spectrum of access regulation applying to gas pipelines in Australia. Key design elements of each are described below.



This user access guide principally describes the regulatory scheme relevant to negotiating access to services provided by APA's and Energy Infrastructure Investments' (EII's) pipelines.

The regulatory scheme applying to APA and EII pipelines, and the service provider, are set out in Appendix A.

3. Paths for gaining access to pipeline services

There are three main ways to gain access to pipeline services on APA's and EII's non-scheme pipelines:

— Changes to existing contracted services
— An informal process via a preliminary enquiry or informal access request
— A formal process through a Access Request

These are set out below.

3.1. Changes to existing contracted services

Changes to existing contracted services are managed under the relevant contract, and not the scheme of regulation set out in Parts 11 or 23 (WA) of the National Gas Rules.

For changes to existing contracts, we encourage customers to contact their APA Relationship Manager to discuss any new — or changes to existing — services on any of our pipelines.

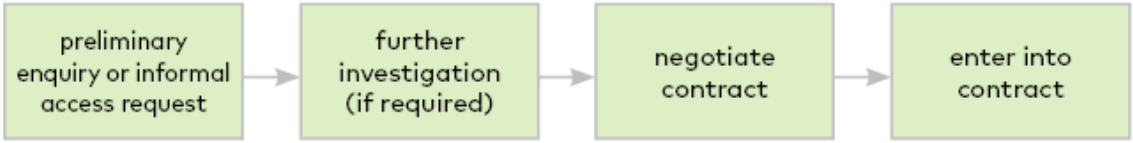
APA will negotiate changes to existing contracted services in accordance with the variation rights under the existing contract.

Some examples of a change to an existing contracted service can include:

— A change to the special or standard conditions relating to an existing service; and
— A request for a new delivery point or receipt point for an existing service, or where the contract includes a process for requesting new points.

New services can also be added to an existing contract. Where the existing contract does not set out terms or the process for adding a new service, we will follow the processes below to negotiate the terms of the new service. We will also follow the process below for any extension to an existing contract.

3.2. Preliminary enquiries or informal access requests



We encourage potential customers to contact APA early when considering their gas supply and transport needs. Early discussion of needs improves the likelihood that APA can tailor services to meet them.

For existing customers, a preliminary enquiry or informal access request can be made by contacting your APA Relationship Manager. For new customers, contact details are included in Section 5 of this Guide.

To enable APA to assess an enquiry or informal access request, please provide as much information as possible about yourself and the service(s) you are seeking.

APA will respond to each enquiry or informal access request within ten business days, and, if needed, will arrange a time to discuss the potential customer's needs and gather any additional information we may need to make an access offer.

As described above, access to pipeline services typically involves negotiation, in which APA seeks to understand the potential customer's needs and develop a service offering that meets them. We will initiate negotiation under the informal enquiry and access request processes.

APA may need to make further investigations before confirming that capacity is available to meet the potential customer's needs, or before making an access offer. We will advise the customer if this is the case, and when we expect to make an offer.

APA must make further investigations if a potential customer requests them. If the further investigations involve material costs to APA, we will negotiate in good faith the terms with the potential customer, including the scope of the investigations, the basis for determining reasonable costs, and when the investigations will be completed.

Potential customers do not have to submit an Access Request (see below) to gain access to an APA pipeline. We can reach agreement through negotiation as described above. APA will always negotiate in good faith, consistent with our shared duty to negotiate in good faith under section 148D (s216G in WA) of the *NGL*.

3.3. Formal Access Request

Prospective pipeline users may make a Formal Access Request under Part 11 (Part 23 in WA) of the *National Gas Rules*. A Formal Access Request triggers a formal process of Access Offer and information exchange between APA and the potential customer.

Potential customers do not have to submit a Formal Access Request to gain access to an APA pipeline.

If a potential customer intends to make a Formal Access Request, please complete the User Access Form for the relevant pipeline and email it to commercial.contracts@apa.com.au. These forms are available on APA's website at the relevant pipeline webpage. These can be accessed from www.apa.com.au/gas/gas-transmission.

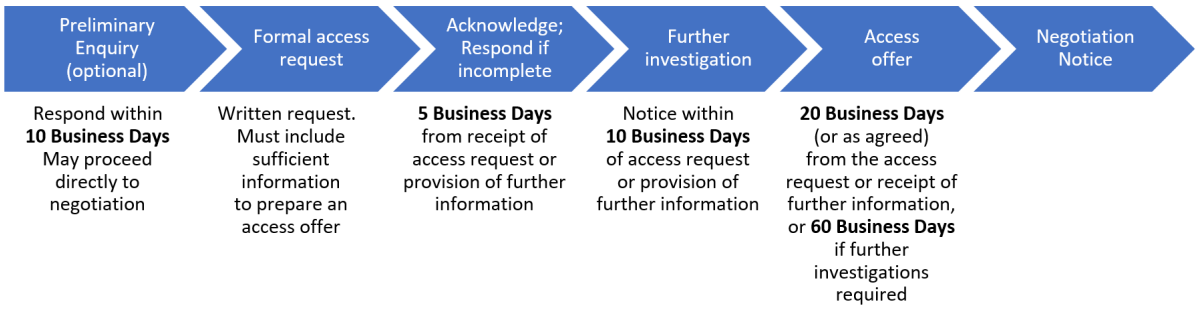
A Formal Access Request must be made in writing.

Relevant information to include in a Formal Access Request is described below.

Potential customers must complete a User Access Form for each pipeline on which they seek services. To avoid any doubt, please state in the email submitting the relevant forms that it is intended as "a Formal Access Request under Part 11 (Part 23 in WA) of the NGR" or words to that effect.

A Formal Access Request triggers binding timelines and documentary obligations for both the potential customer and APA.

Potential customers do not have to make a preliminary enquiry or informal access request before lodging a Formal Access Request, although APA encourages potential customers to make contact through a preliminary enquiry early when considering their gas supply and transport needs. Early discussion of needs improves the likelihood that APA can tailor services to meet them.



APA will acknowledge receipt of the access request within 5 business days and advise a potential customer if a Formal Access Request form is incomplete. APA will let the potential customer know what information is needed to complete the form so that APA can make an Access Offer.

APA will notify the potential customer within 10 business days of receiving a complete Formal Access Request if APA needs to make further investigations before making an Access Offer; for example, to confirm that capacity is available to meet the potential customer's needs.

APA will only make further investigations to the extent reasonably necessary and will carry them out expeditiously.

APA must make further investigations if a potential customer requests them. If the further investigations involve material costs to us, we will negotiate the terms with the potential customer, including the scope of the investigations, the basis for determining reasonable costs, and when the investigations will be completed. We will always negotiate in good faith, consistent with our shared obligation to negotiate in good faith under section 148D (s216G in WA) of the *NGL*.

At any time, a potential customer may amend the details of a Formal Access Request with APA's consent. APA will not unreasonably withhold its consent. However, APA may consent, subject to the potential customer's agreement, on a reasonable extension of time for APA to make an Access Offer consistent with the amended request.

What information does APA need to make a Formal Access Offer?

Potential customers do not have to submit a Formal Access Request to gain access to an APA pipeline.

If you intend to make a Formal Access Request, please complete the User Access Form for the relevant pipeline. These can be accessed from our website – see section 6 of this Guide.

The information APA requires to be able to make a Formal Access Offer includes:

- Customer name, legal entity, ABN/ACN, full address details, contact name and details (position, email and phone number)
- Three credit referees' names, phone and email contact details
- Term commencement and end dates
- Type of service sought (for example, Firm Transport, Park, et cetera)
- Whether the capacity requested is new or a continuation of existing load
- Time or times when each pipeline service will be required, and capacity to be utilised
- Receipt and delivery point locations
- Minimum and maximum receipt and delivery pressures (kPa).
- Gas specification
- Annual quantity to be transported, MDQ and MHQ along with typical daily, weekly and hourly profiles
- Any additional details relevant to your request

Formal Access Offer

Once APA receives a complete Formal Access Request, APA must make an Access Offer within 20 business days.

If APA has had to make further investigations to prepare the offer, then APA will make an Access Offer within 60 business days (or an alternative timeframe as agreed between APA and the potential customer).

APA does not have to make an Access Offer if:

- The potential customer withdraws its request (for whatever reason);
- It is not technically feasible or consistent with safe and reliable operation of the pipeline for APA to provide the service requested (having used reasonable efforts to accommodate the potential customer's reasonable requirements); and
- The request requires an extension of a pipeline.

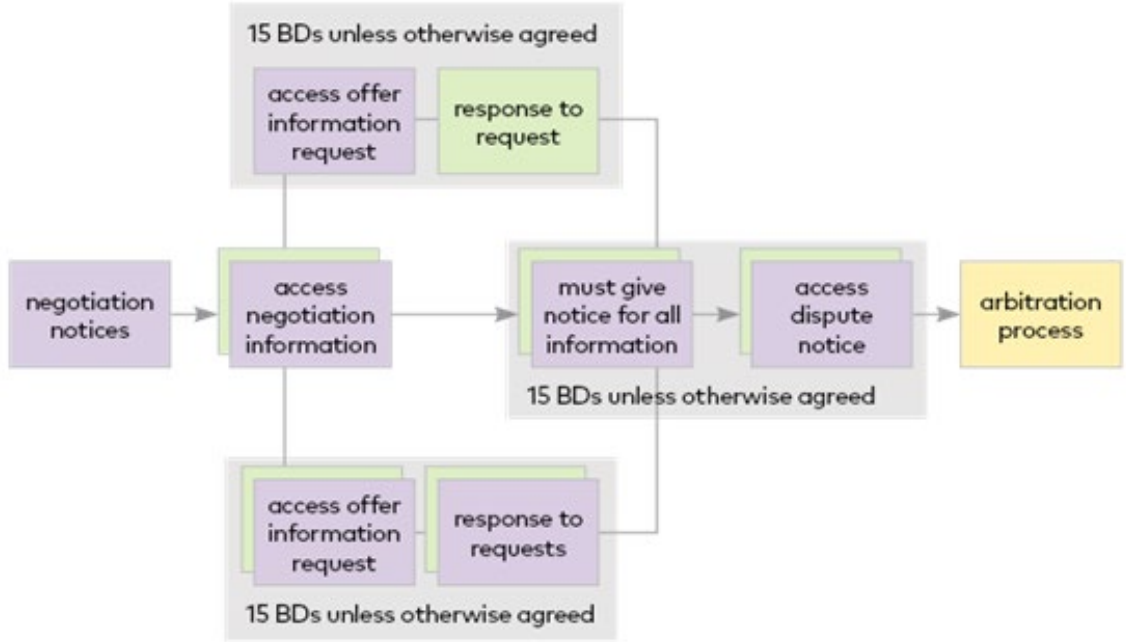
APA will give the potential customer clear reasons if we determine that the service is not technically feasible or consistent with safe and reliable operation of the pipeline. If there is some prospect that it will become possible to provide the requested pipeline service at some time in the future, APA will provide details (which will be as specific as the circumstances reasonably allow) of when the requested pipeline service is likely to become available.

APA's Access Offer must:

- Include price and other terms and conditions
- Contain details of any required works or technical or performance specifications
- Be in a form capable of acceptance

Our access offer may be subject to available capacity, particularly where more than one party is seeking to contract new capacity.

Pipeline service negotiation



If you have made a Formal Access Request to APA, you may make a written request for negotiations in relation to any aspect of access to pipeline services, including:

- Whether access can be granted
- The price, terms and conditions of an Access Offer

Giving APA a written negotiation notice triggers a prescriptive process with strict timeframes and obligations. A negotiation notice must be made in writing and clearly identify that it is triggering the formal negotiation process under Part 11 (Part 23 in WA) of the *National Gas Rules*.

Having triggered formal negotiation, the potential customer may request in writing that APA provides Access Offer Information in relation to any matter under negotiation. APA will comply with this request within 15 business days, or any longer period agreed with the potential customer. The information APA provides must comply with the access information standard, be relevant to the request and be readily readable.

A party to negotiations (whether the potential customer or APA) may also request Access Negotiation Information that the other party is seeking to rely on in relation to a specific matter arising in the negotiations. A party to the negotiations may also request the other party to provide all Access Negotiation Information of the other party.

In each case, the other party must provide the requested access negotiation information within 15 business days, or any longer period agreed.

Potential and existing users of APA's and EII's pipelines have the right to refer an access dispute to arbitration under Chapter 5 (s216J in WA) of the *National Gas Law*.

A party to negotiations cannot issue an access dispute notice without first requesting the other party provide all access negotiation information and allowing 15 business days for its provision.

No party is required to disclose information that would:

- Breach confidentiality of another party (and that party has not given consent to disclosure despite reasonable efforts to obtain consent)
- Be subject to legal professional privilege

A potential customer can bring negotiations under Part 11 (Part 23 in WA) to an end at any time, including by entering into an agreement, or withdrawing from the negotiation.

4. Confidential information

Consistent with our usual practice, APA will treat the information provided to us in relation to a preliminary enquiry, informal or Formal Access Request as confidential (except to the extent it is in or enters the public domain) and will only use that information for the purpose it was disclosed.

If a potential customer requests negotiations under Part 11 (Part 23 in WA) by written notice, consistent with Rules 105F(8) and (9) (Rule 561 in WA), both the potential customer and APA must not disclose confidential information except:

- To the AER, ERA or arbitrator/mediator in an arbitration/mediation
- With the consent of the other party
- To a professional or other advisor of APA or the potential customer who agrees to maintain confidentiality
- If required or necessary for purposes of the *National Gas Law* or *Rules*
- To comply with a court order or subpoena, or
- As authorised or required by law or a regulatory body, in which case we will give you details of and reasons for the disclosure.

5. Enquiries and informal access requests

For existing customers, please contact your APA Relationship Manager for changes to existing contracts and new service requests.

For new customers seeking services or making an enquiry, please contact us on the following numbers.

- For APA East Coast and South Australian assets – 02 9275 0020
- For APA Western Australia assets – 08 6189 4300
- For APA Northern Territory assets – 08 8924 8100

Alternatively, potential customers may wish to make an enquiry or informal access request by emailing us at commercial.contracts@apa.com.au.

Our postal address is:

APA Gas Commercial Team
PO Box R41
Royal Exchange NSW 1225

We encourage potential customers to contact APA early when considering their gas supply and transport needs. Early discussion of needs improves the likelihood that APA can tailor services to meet them.

6. Formal Access Requests

For APA's pipelines, you have a right to make a Formal Access Request pursuant to Rule 105D (Rule 559 in WA) of the *National Gas Rules*.

As described above, lodging a Formal Access Request triggers a formal process of Access Offer and information exchange between APA and the potential customer. Potential customers do not have to submit a Formal Access Request to gain access to an APA pipeline.

A potential shipper can lodge a Formal Access Request by completing the relevant User Access Request Form for the pipeline in-full and emailing it to commercial.contracts@apa.com.au.

These forms are available on APA's website at the relevant pipeline webpage. These can be accessed from www.apa.com.au/gas/gas-transmission

Appendix A: APA and EII pipelines – regulatory schemes

Pipeline	Regulation	Service provider
Queensland		
Roma Brisbane Pipeline	Scheme	APT Petroleum Pipelines Pty Limited
Berwyndale Wallumbilla Pipeline	Non-scheme	APA Pipelines Investments (BWP) Pty Ltd
Carpentaria Gas Pipeline and Cannington lateral	Non-scheme	APT Pipelines (QLD) Pty Limited Roverton Pty Limited
Wallumbilla Gladstone Pipeline	Non-scheme	APA WGP Pty Ltd
Reedy Creek Wallumbilla Pipeline	Non-scheme*	APA Reedy Creek Wallumbilla Pty Limited
Altas to Reedy Creek Pipeline	Non-scheme	ARC Pipeline Pty Limited
South West Queensland Pipeline	Non-scheme	APA (SWQP) Pty Limited
QSN Link	Non-scheme	APA (SWQP) Pty Limited
New South Wales		
Kurri Kurri Lateral Pipeline	Non-scheme	APA Transmission Pty Limited
Moomba Sydney Pipeline: Moomba-Wilton/Wagga Wagga	Non-scheme	East Australian Pipeline Pty Limited
MSP Interconnect	Non-scheme	East Australian Pipeline Pty Limited
Central Ranges Pipeline	Non-scheme*	Central Ranges Pipeline Pty Limited
Central West Pipeline	Non-scheme	APT Pipelines (NSW) Pty Limited
Victoria		
Victorian Transmission System	Scheme	APA VTS Australia (Operations) Pty Limited
Brooklyn to Altona (Qenos) Pipeline (suspended)	Non-scheme*	APA VTS Australia (Operations) Pty Limited
South Australia		
South East South Australia Pipeline	Non-scheme	APT Pipelines (SA) Pty Limited

Pipeline	Regulation	Service provider
Northern Territory		
Amadeus Gas Pipeline	Scheme	APT Pipelines (NT) Pty Ltd
Bonaparte Gas Pipeline and Wadeye Lateral	Non-scheme*	Ell Bonaparte Pty Limited
Darwin Distribution System	Non-scheme*	NT Gas Distribution Pty Ltd
Wickham Point Pipeline, Weddell Lateral, and Inpex Lateral	Non-scheme*	Ell Pipelines (WPP) Pty Limited
Mt Todd Lateral (suspended)	Non-scheme*	APT Pipelines (NT) Pty Ltd
Mataranka Lateral (suspended)	Non-scheme*	APT Pipelines (NT) Pty Ltd
Elliott Lateral	Non-scheme*	APT Pipelines (NT) Pty Ltd
Sturt Plateau Pipeline	Non-scheme*	APA SPP Pty Ltd
Western Australia		
Parmelia Gas Pipeline	Non-scheme	APT Parmelia Pty Ltd
Rockingham Lateral Pipeline	Non-scheme+	APT Parmelia Pty Ltd
Westlime Lateral Pipeline	Non-scheme+	APT Pipelines (WA) Pty Ltd
Canningvale Lateral Pipeline	Non-scheme+	APT Parmelia Pty Ltd
Bullsbrook Lateral	Non-scheme+	APT Parmelia Pty Ltd
TiWest Lateral Pipeline	Non-scheme+	APT Parmelia Pty Ltd
Kwinana Supply Lateral	Non-scheme+	APT Parmelia Pty Ltd
HiSmelt Lateral	Non-scheme+	APT Parmelia Pty Ltd
Goldfields Gas Pipeline	Full regulation[1]	Goldfields Gas Transmission Pty Ltd Southern Cross Pipelines Australia Pty Ltd Southern Cross Pipelines (NPL) Australia Pty Ltd Alinta Energy GGT Pty Limited
GGP uncovered capacity	Non-scheme	Goldfields Gas Transmission Pty Ltd Southern Cross Pipelines Australia Pty Ltd Southern Cross Pipelines (NPL) Australia Pty Ltd Alinta Energy GGT Pty Limited

Pipeline	Regulation	Service provider
Mt Keith Lateral Pipeline	Non-scheme+	Southern Cross Pipelines Australia Pty Limited
Leinster Lateral Pipeline	Non-scheme+	Southern Cross Pipelines Australia Pty Limited
Parkeston Lateral Pipeline	Non-scheme+	Southern Cross Pipelines (NPL) Australia Pty Ltd
Wiluna Lateral Pipeline	Non-scheme+	APT Pipelines (WA) Pty Limited
Murrin Murrin Lateral Pipeline	Non-scheme	APA Operations Pty Limited
Eastern Goldfields Pipeline	Non-scheme	APA Operations Pty Limited
Gwalia Lateral Pipeline	Non-scheme+	Southern Cross Pipelines Australia Pty Limited
Mt Morgans Lateral Pipeline	Non-scheme+	APA Operations Pty Limited
Yamarna Gas Pipeline	Non-scheme+	APA Operations Pty Limited
Kalgoorlie to Kambalda Pipeline	Light regulation[1]	Southern Cross Pipelines Australia Pty Limited
Pilbara Energy Pipeline System	Non-scheme	APA (Pilbara Pipeline) Pty Limited
Telfer Gas Pipeline	Non-scheme	Ell Gas Transmission Services WA (Operations) Pty Limited
Nifty Gas Pipeline	Non-scheme+	Ell Gas Transmission Services WA (Operations) Pty Limited
Lake Way Gas Pipeline	Non-scheme+	APA Operations Pty Limited
Agnew Gas Pipeline	Non-scheme+	APA Operations Pty Limited
Karlawinda Gas Pipeline	Non-scheme+	APA Operations Pty Limited
King of the Hills Pipeline	Non-scheme+	APA Operations Pty Limited
Binduli Lateral Pipeline	Non-Scheme+	APA Operations Pty Limited
Northern Goldfields Interconnect	Non-Scheme+	APA Northern Goldfields Interconnect Pty Ltd

[1] Under *National Gas Law* as it applies in Western Australia, the Covered capacity of the Goldfields Gas Pipeline, and the Kalgoorlie to Kambalda Pipeline, are Covered pipelines. The Covered capacity of the GGP is subject to full regulation and the KKP is subject to light regulation.

* Non-scheme pipelines subject to category 2 information disclosure exemptions under Part 10.

\+ Non-scheme pipelines in Western Australia are subject to category 2 and 3 information disclosure exemptions under Part 23.

Appendix B: Interconnection policy

Background

This Interconnection Policy applies to gas transmission pipelines owned and operated by APA Group and is in effect from 1 July 2026.

The APA pipelines covered by this Interconnection Policy include:

- Roma Brisbane Pipeline (RBP)
- Berwyndale Wallumbilla Pipeline (BWP)
- Wallumbilla Gladstone Pipeline (WGP)
- South West Queensland Pipeline (SWQP)
- Carpentaria Gas Pipeline (CGP)
- Amadeus Gas Pipeline (AGP)
- Bonaparte Gas Pipeline (BGP)
- Wickham Point Pipeline (WPP)
- Moomba Sydney Pipeline (MSP)
- Victorian Transmission System (VTS)[1]
- Reedy Creek to Wallumbilla Pipeline (RCWP)
- Central West Pipeline (CWP)
- Central Ranges Pipeline (CRP)
- Darwin to Berrimah Pipeline (DBP)
- Kurri Kurri Lateral Pipeline (KKLP)
- Atlas to Reedy Creek Pipeline (ARCP)
- Sturt Plateau Pipeline (SPP)
- Laterals connecting to these pipelines.

This policy addresses parties wishing to establish new connections to the pipelines noted above that are proposed to either provide for the flow of gas into or from the relevant pipeline.

Under Rule 37 of Part 6 of the National Gas Rules, ‘a person has a right to connect to a pipeline or other facility where:

a) It is technically feasible and consistent with the safe and reliable operation of the pipeline; and
b) The person agrees to fund the costs associated with making the interconnection’

[1] Users seeking to connect to the Victorian Transmission System should also be aware of the procedures specified in Part 19 of the National Gas Rules and refer to AEMO’s *Wholesale Market Connection Approval Procedures (Victoria)*.

Glossary of Key Terms

Term	*Description*
Connecting Party	The party proposing a new connection to APA's pipelines
Connection Facilities	Any facilities upstream and downstream of the Connection Point required to be constructed, operated and maintained to facilitate the proposed new connection.
Connection Point	The point of interconnection between Connecting Party's facility and APA's pipelines.
APA Works	The portion of the Connection Facilities works on APA's side of the Connection Point, including any system changes required to integrate the new Connection Point into its SCADA and gas scheduling and accounting systems.
Connecting Party Works	The portion of the Connection Facilities works on Connecting Party's side of the Connection Point.
Connection Agreement (CA)	An agreement on substantially the same terms as that provided in Appendix C facilitating allocation of responsibility and rights and obligations of APA and the Connecting Party in establishing, operating, maintaining and decommissioning the APA Works and Connecting Party Works. Template agreement can be found in Appendix C of this document
Early Works Agreement (EWA)	An agreement facilitating the development of a concept design, indicative cost estimate and schedule for the APA Works associated with the Connection Facility, prior to entering a CA.
Operating Protocol	An arrangement outlining the way in which any Connection Facilities must be operated and maintained during or post completion of commissioning activities. Some APA pipelines may have existing Operating Protocols for connections that the Connecting Party would be required to adhere to

1. New Connection Principles

a) Ownership and Operation & Maintenance Responsibility for Connection Facilities

Delivery Point metering facilities are to be built, owned, operated and maintained by APA.

Receipt Point metering facilities can be all or partially built, owned, operated and maintained by either APA or the Connecting Party.

Where APA is building, owning, operating and/or maintaining (or any combination thereof) part or all of the Connection Facilities (APA Works), APA will recover its costs plus a margin via either upfront payments or an ongoing tariff arrangement (as to be agreed – see Agreements principle below).

b) Design responsibilities and standards

APA and the Connecting Party must agree responsibility for designing the metering and flow control facilities associated with the Connection Facilities.

Should the Connecting Party be the party responsible for designing the metering and flow control facilities as part of the Connecting Party's Works, Connecting Party must design the metering and flow control facilities in accordance with all applicable standards and Good Gas Industry Practice and APA will have rights to review and approve the Connecting Party's Works design prior to commencement of any field works.

c) Impact of Connection

a) Any new connection must not impede:

- The safe and reliable operation of APA assets including the ability of the assets to operate at their nameplate capacity; and
- The ability of APA to meet its regulatory and contractual and obligations to Connecting Party and all other shippers on APA's facilities,

during any activity associated with the establishment of the connection and its ongoing operation.

d) Metering and monitoring

Metering is required to be installed as close as possible to the connection point (i.e. the point of interconnection of the Connecting Party's Facilities and APA's relevant pipeline).

Real time gas quality monitoring facilities to measure the composition of the gas including C9+, sulphur and moisture content are required to be installed at all receipt connection points.

Where APA is not the owner and operator of the metering and flow control facilities, APA must have rights to set flow and pressure control set points to coordinate the receipt or delivery of gas in accordance with terms of gas transportation agreements for the pipeline being connected to.

APA must have access to full SCADA visibility for any Connection Facilities not owned by APA, including but not limited to gas quality monitoring, filter differential pressure, instantaneous and totalised flow and valve position indicators.

Where relevant, metering and monitoring must be consistent with APA's Metering and Measurement Requirements – see link in Section 11.

e) Flow and Pressure Control

APA may require pressure and flow control facilities at both receipt and delivery points to ensure that flows through the Connection Facilities align with scheduled transportation quantities on APA's pipelines.

In addition, APA may require overpressure protection shutdown facilities at receipt points to protect its pipelines and to minimise impact on other shippers.

f) Gas Quality

In the case of receipt point connections, any gas that is supplied at the connection point must be sales gas specification in accordance with AS4564 (or any other applicable Law), or such gas specification that may be advised by APA for certain specific interconnect pipelines and/or locations.

g) Agreements

A Connecting Party and APA must enter into an EWA for APA to progress early works for any APA Works required to facilitate a new connection.

A Connecting Party and APA must enter into a CA (which may include an Operating Protocol) once the parties agree to proceed with the Connection Facilities.

A CA does not result in APA having an obligation to receipt gas from a receipt point connection or deliver gas to a delivery point connection. A Gas Transportation Agreement (GTA) is required if the Connecting Party is seeking gas transport or storage services on the relevant APA pipeline(s). A third party may also be able to enter into a GTA with APA to receipt or deliver (as applicable) gas at the connection point.

The costs and margin associated with any APA Works may be recovered under one or multiple of the EWA, CA or GTA as relevant.

h) Connection Process Overview

- **a)** Request a connection
- **b)** APA preliminary assessment of request
- **c)** Early Works Agreement (pre-FEED and approvals)
- **d)** Binding Offer (subject to scope of EWA being sufficient to make binding offer)
- **e)** Connection Agreement (CA)
- **f)** Authorities and Approvals
- **g)** Engineering Studies (FEED)
- **h)** Construction
- **i)** Commissioning
- **j)** Operations commencement (subject to a GTA being entered into by Connecting Party of 3rd party shipper)

2. Requesting a connection

A party seeking to connect to APA's pipeline network is able to commence the connection assessment process by providing the following information to APA (where relevant):

a. APA Pipeline to which connection is being sought
b. Nature of the facility to be connected to APA's Pipeline
c. Location of the proposed connection point
d. Type of connection point – receipt point or delivery point

e. Proposed connection specifications:
   i. Maximum Daily Quantity (MDQ)
   ii. Maximum Hourly Quantity (MHQ) – including daily flow profile
   iii. Pressure limits (minimum and maximum)
   iv. Temperature limits
   v. Other gas conditioning requirements
   vi. Data exchange requirements
f. Proposed timing for:
   i. FID (Final Investment Decision)
   ii. Commencement of operations

g. In the case of a proposed receipt point, confirmation that the gas provided at the receipt point will be sales gas quality in accordance with AS4564 (or any other applicable Law)
h. If known, whether the Connecting Party is seeking APA to build, own, operate and maintain any/all of the facilities associated with the proposed connection
i. Details about the party seeking connection including:
   i. The nature of the operation that will be upstream/downstream of the connection
   ii. The entity that would be the subject of any agreement with APA to facilitate the connection
   iii. Overview of the party's experience working in/with the high pressure gas industry
   iv. A contact(s) of the party, or agent/authorised representative, seeking connection for APA to discuss further information sharing requirements with

The above information is to be provided to APA in writing via email at commercial.contracts@apa.com.au.

3. APA Preliminary Assessment of Connection Request

APA will undertake a preliminary assessment of a connection request made under Section 2.

a) APA may require further information from the Connecting Party and will request this information via the contact details provided under Section 2.
b) In undertaking the preliminary assessment, APA will consider, based on the information provided by the Connecting Party, whether the new connection is likely to be technically feasible and meet the New Connection Principles.
c) APA will inform the Connecting Party of the outcome of its assessment, including:
   - where relevant, the rationale for why a proposed connection is not technically feasible or does not meet the New Connection Principles, or whether an EWA would be required to determine whether the proposed connection is technically or not;
   - whether APA believes the Proposed Timing provided in Section 2. is achievable, or otherwise, alternate proposed timing;
   - an indicative scope and cost of carrying out a more detailed assessment of the connection scope, cost and schedule for the APA Works under an Early Works Agreement; and
   - where relevant, the next steps required to progress the proposed new connection.

4. Early Works Agreement (EWA)

Upon the APA Preliminary Assessment determining the new connection is likely to be feasible, should the Connecting Party wish to proceed further, APA and the Connecting Party will enter into an EWA.

The EWA will provide for:

a) Further detailed assessment of the proposed new connection incl. risk assessment and feasibility assessment
b) Development of a concept design and indicative cost estimate for the APA Works
c) Development of an indicative schedule for the APA Works
d) APA review of any designs and schedules developed by the Connecting Party in respect of the Connecting Party Works
e) Determining requisite approvals for the APA Works
f) Where relevant, alternate options analysis

APA will recover its costs plus margin in performing these activities via the EWA.

The Connecting Party must review the outputs of the works the subject of the EWA, provide requisite information to APA to facilitate the works, and upon completion of the works, inform APA of whether it wishes to proceed with the connection (if feasible).

5. Binding Offer

Following completion of works the subject of the EWA, should the Connecting Party wish to proceed, subject to the scope of the early works being sufficient to accurately cost the APA Works, APA will prepare a binding offer for the proposed APA Works in the form of a draft CA for the Connecting Party.

Connecting Party will be responsible for the costs of the Connecting Party Works.

6. Connection Agreement (CA)

The CA covers, where relevant, the following scope to facilitate the proposed new connection:

a) Delineation of APA Works and Connecting Party Works for the Connection Facility
b) Description of any works upstream or downstream of the Connection Facilities required to facilitate the connection
c) Definition of Connection Point
d) Connection specification (min/max flow, pressure and temperature)
e) Engineering studies (FEED)
f) Functional requirements
g) Metering and data exchange requirements
h) Construction of new facilities
i) APA review, supervision and/or approvals of any Connecting Party Works
j) Commissioning
k) Ongoing operation and maintenance, including where relevant an Operating Protocol
l) Decommissioning
m) Where relevant, recovery by APA of costs and margin associated with APA Works

The CA will designate the extent of each party's responsibility for each of the above scope items.

7. Authorities and Approvals

Each party is required to:

a) coordinate with any relevant authority required by Law to facilitate the proposed new connection; and
b) obtain any approvals required by any relevant Law (for example, under the National Gas Laws) in order to facilitate the proposed new connection,

in respect of the portion of the Connection Facility that will be designed, built, owned and operated by that party.

8. Construction and Commissioning

Each party will be responsible for the construction and commissioning of their respective portion of the Connection Facilities as agreed in the CA.

Construction activities must be in accordance with the New Connection Principles.

The parties will cooperate to facilitate the final tie-in and commissioning of the Connection Facilities.

9. Commencement of Operation

Prior to commencement of operation of the Connection Facilities, APA will undertake a review of the results of commissioning activities and approve entry of the facilities into operations provided APA is satisfied operation of the facilities will adhere to the New Connection Principles, and any agreed Operating Protocol.

APA will not have an obligation to receipt or deliver gas (as applicable) at the Connection Point unless a GTA has been agreed with the Connecting Party or a relevant third party.

Prior to commencement of operations, where there is more than one shipper, it is the responsibility of the Connecting Party to agree an allocation methodology for the Connection Point with any shippers that APA will be receipting from or delivering gas to at the connection subject to a GTA(s). The Connecting Party must inform APA in writing of the allocation agreement and associated allocation methodology.

Ongoing operations and maintenance of each party's respective portion of the Connection Facilities will be undertaken by the responsible party as agreed in the CA.

Operations and maintenance activities must adhere to the New Connection Principles.

10. Decommissioning

Decommissioning activities for each party's respective portion of the Connection Facility will, where required, be undertaken by the responsible party as agreed in the CA.

Decommissioning activities must adhere to the New Connection Principles.

11. Policies and Other Links

User Access Guide	Refer to Access Request Section of the relevant pipeline webpage at www.apa.com.au/gas/gas-transmission
APA SGTA for East Coast and Central Region pipelines	Refer to Policies, Procedures and Requirements section of the relevant pipeline webpage at www.apa.com.au/gas/gas-transmission
Commercial Enquiries Page	Refer to www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services
Metering and Measurement Requirements	Refer to Policies, Procedures and Requirements section of the relevant pipeline webpage at www.apa.com.au/gas/gas-transmission
Gas Specification	Refer to gas_specifications.pdf

Appendix C: Connection Agreement (template) – standard terms and conditions

Users seeking to connect to the Victorian Transmission System should also be aware of the procedures specified in Part 19 of the National Gas Rules and refer to AEMO's *Wholesale Market Connection Approval Procedures (Victoria)*.

Table 2 Related Wholesale Market Procedures *(Taken from AEMO's Guide to Victorian Gas Connection 24/07/2024).*

Reference	Title	Location
Connection Approval Procedures	Wholesale Market Connection Approval Procedures (Victoria)	https://www.aemo.com.au/energy-systems/gas/declared-wholesale-gas-market-dwgm/procedures-policies-and-guides
Gas Quality Monitoring Procedures	Wholesale Market Gas Quality Monitoring Procedures (Victoria)	
Maintenance Planning Procedure	Wholesale Market Maintenance Planning Procedures (Victoria)	
Metering Procedures	Wholesale Market Metering Procedures (Victoria)	
System Security Procedures	Wholesale Market System Security Procedures (Victoria)	

Connection Agreement

([*APA Meter Station] – [*Service User Facility)]

Date

This agreement is dated on the date it is signed by the last party to do so.

Parties

APA	*[Insert details of relevant APA company]*
ABN	*[Insert]*
Address for service	Level 25, 580 George Street, Sydney NSW 2000
APA's Representative	*[Insert]*
Email	Company.Secretary@apa.com.au CC: [*insert Authorised Representative's email]*
Service User	*[Insert details of relevant Service User company]*
ABN	*[Insert]*
Address for service	*[Insert]*
Address for invoices	*[Insert]*
Service User's Representative	*[Insert]*
Email	*[Insert]*

Details

APA Meter Station	[*Insert name of meter station*].
Jurisdiction	[*insert relevant state]*
Service User Site	The land identified in the drawing at Schedule 2 titled [*Insert title*] on [*plan # and land lot # if applicable*].
APA Site	The land identified in the drawing at Schedule 2 titled [*Insert title*] on [*plan # and land lot # if applicable*].
APA Pipeline	[*Insert name and description of APA Pipeline*].
APA Facility	The following plant and equipment (owned and operated by APA): [*Insert description of APA Facility to connect to the Service User Facility:*] • [*insert*]; • [Connection Point]; • [Custody Transfer Metering Station and isolation valve]; • [Metering equipment]; • [SCADA, telemetry and communications]; • [Insulation joints]; • and all other items (including any existing items) comprising the Custody Transfer Meter Station.
Service User Facility	The following plant and equipment (owned and operated by Service User): [*Insert description of Service User Facility downstream of the Connection Point:*] • [*insert*]; • and all other items downstream of the Connection Point.
Commencement Date	Date of execution of this Agreement.
Date for Actual Completion	[***Option 1**: Where Construction Services apply]* *[Insert date agreed for Actual Completion of the APA Facility*], as extended under clause 5.3. [***Option 2**: Where Construction Services do not apply]* Not applicable
Preliminary Obligations	[*List any obligations of Service User at start of agreement such as:*] • [*insert*] • obtaining/amending approvals; • obtaining tenure for Service User Site.
Preliminary Obligations Date	[*Insert*]
End Date	The End Date is the earlier of: (a) the date that the Service User Facility has been Decommissioned and the connection between the APA Facility and Service User Facility has been removed; or

	(b) the date that the APA Facility is Decommissioned and the connection between the APA Facility and Service User Facility has been removed.
Gas Transportation Agreement	Not applicable
Services	• Construction Services [*Yes/No*] • Connection Services [*Yes/No*], being the services that APA has agreed to provide pursuant to this Agreement
Construction Specifications	See Schedule 3.
Connection Point	The point connecting the Service User Facility to the APA Facility which at the Commencement Date is [*insert brief description*] as shown in the Diagram in Schedule 2.
Connection Specifications	See Schedule 3.
Charges	The following charges payable by Service User to APA in respect of the Services, being: **APA Facility Charge** - calculated in accordance with clause 13.2. **Connection Charge** - set out in clause 13.3. **Flow Overrun Charge -** set out in clause 13.4. These Charges are GST-exclusive.
Margin for Construction Services (clause 13.2)	[***Option 1**: Where Construction Services apply]* [*insert*]. [***Option 2**: Where Construction Services do not apply]* Not applicable
Invoice Date	On or before the 10th day of each Month.
Payment Date	The date that is 14 days after the receipt by Service User of APA's valid tax invoice under clause 15.
Non-Financial Default (clause 1.1)	[*Insert / No additional Non-Financial Defaults*].
Credit Support (clause 16(a))	[*Insert*].
Liability Cap (clause 18.2)	[*Insert a fixed dollar amount*].
Do Service User Works Apply?	[*Yes/No*]
Service User Works	[***Option 1**: if Service User Works apply above, insert the following:*] The works required to be undertaken by or at the direction of Service User to facilitate the connection of the APA Facility to the Service User Facility, as described more fully in the Connection Specifications [***Option 2**: if Service User Works do not apply above, insert the following:*] Not applicable

Service User Works Date for Completion	[***Option 1**: if Service User Works apply above, insert the date on which the Service User Works are to be completed]* [***Option 2**: if Service User Works do not apply above, insert the following:* Not applicable
Is Service User a Downstream Network Operator? (clause 11.5)	[**Yes / No*]

Signing page

EXECUTED as an agreement

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **[APA entity]**

Director Signature	Director/Secretary Signature
Print Name	Print Name
Date	

Executed by **[APA entity]** by its authorised representative:

Name of Authorised Representative	Authorised Representative Signature
Position of Authorised Representative	By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of [**APA entity**].
Date	

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **[*Service User Entity*]**

Director Signature	Director/Secretary Signature
Print Name	Print Name
Date	

Table of contents

1. Definitions 9
2. Services 17
3. Preliminary Obligations 17
4. Construction Services 17
5. Date for Actual Completion 17
6. Actual Completion Date 18
7. Service User's Obligations - Construction 19
8. Connection Services 20
9. Connection Term 21
10. Ownership of facilities and Operation and Maintenance Protocols 22
11. Parties obligations - facilities 22
12. Insurance 26
13. Charges 27
14. GST 28
15. Billing and payment 28
16. Credit support 30
17. Default 31
18. Liability 33
19. Force Majeure Events 34
20. Dispute resolution 36
21. Notices 37
22. Authorised Representatives 38
23. Assignment and Subcontracting 38
24. Confidential Information and Privacy 39
25. Regulatory Change 40
26. General provisions 41
27. Interpretation 43

Schedule 1 - Special Conditions **46**

Schedule 2 – Indicative Site Layout Drawings **47**

Schedule 3 - Construction Specifications and Connection Specifications **48**

Schedule 4 – Target Cost Estimate **50**

1. Definitions

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meaning given in the Details or the following meaning.

Actual Completion means the APA Facility has been installed and commissioned and is capable of providing the Connection Services.

Actual Completion Date means the date on which Actual Completion has been achieved.

Adjustment Note has the meaning set out in the GST Law.

AEMO means Australian Energy Market Operator Limited ACN 072 010 327.

AER means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth).

Agreement means this Connection Agreement and any schedules or annexures attached to it.

APA CP Upgrade Works has the meaning given to that term in clause 11.4(c)(iv).

Approval means the consents, authorisations, registrations, certificates, permissions, permits, licences, approvals, registrations, determinations, administrative decisions or exemptions which are required from, by or with any Authority or under any Law (including any conditions or requirements under any of them).

Associates means a Party's employees, directors, agents, consultants and contractors (including those of its Related Bodies Corporate), except that in the case of APA it does not include the Service User and Associates of the Service User.

Authorised Representative means the person specified in the Details as "APA's Representative" or "Service User's Representative", or such other person as the relevant Party appoints and provides notice of to the other Party from time to time.

Australian Standards means the standards developed and approved by Standards Australia.

Authority means:

(a) any national, federal, state, provincial, territory or local government (and all agencies, authorities, departments, ministers or instrumentalities or any of them);

(b) any:

(i) administrative or judicial body; or

(ii) public tribunal, commission, corporation, authority, agency or instrumentality,

having jurisdiction or authority in respect of this Agreement; and

(c) without limiting or being limited by paragraphs (b)(i) or (b)(ii), AER, AEMO, their successor or replacement entities and any other entities established under legislation

from time to time with the authority to regulate, operate or administer the operations of gas pipelines or gas markets.

Bank Bill Rate means:

(a) the applicable Screen Rate having a tenor of the Relevant Bank Bill Period observed on the first Business Day of each Month; or

(b) (if the Bank Bill Rate cannot be determined in accordance with paragraph (a) above), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to APA at its request by the Reference Banks as the mid discount rate (expressed as a yield percent to maturity) observed by the relevant Reference Bank for marketable parcels of Australian dollar denominated bank accepted bills and negotiable certificates of deposit accepted or issued by Prime Banks, and which mature on the last day of the relevant period referred to in (a); or

(c) (if there is no observable market rate for marketable parcels of Prime Bank Australian dollar securities referred to in paragraph (b) above), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to APA at its request by the Reference Banks as the rate at which the relevant Reference Bank could borrow funds in Australian dollars in the Australian interbank market for the relevant period referred to in (a) were it to do so by asking for and then accepting interbank offers for deposits in reasonable market sizes and for that period.

If, in any case, that rate is less than zero, Bank Bill Rate shall be deemed to be zero. Rates will be rounded up to 4 decimal places and will be expressed as a yield percent per annum to maturity.

Business Day means a day other than a Saturday, Sunday or public holiday in the capital city of the Jurisdiction.

Cessation Date has the meaning given in clause 17.6(b)(i).

Change in Control of an entity occurs if a person who did not previously do so acquires or holds, directly or indirectly:

(a) securities conferring 50% or more of the voting or economic interests in the entity;

(b) the power to control the appointment or dismissal of the majority of the entity's directors; or

(c) the capacity to control the financial or operating policies or management of the entity.

Confidential Information means all information disclosed by a Party to the other Party which by its nature is confidential or which the recipient ought to reasonably be aware is the confidential information of the disclosing Party, excluding information that is, or during this Agreement becomes, publicly available.

Connection Services means the services described in clause 8.1.

Connection Term means the period described in clause 9.

Consequential Loss means any of the following, however arising and even if it is reasonably contemplated by the Parties, at the date of this Agreement, as a probable result of breach of this Agreement:

(a) incidental, special, remote or unforeseeable loss or damage;

(b) loss of revenue, profit, income, bargain, production, opportunity, business, contract, goodwill, anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, but excluding loss incurred or suffered by an APA Entity in the nature of loss of charges under this Agreement or another Transportation Agreement as a result of the wrongful act or omission of Service User;

(c) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or

(d) loss or damage of the nature set out in paragraphs (a) to (c) that is incurred or suffered by or to a third party.

Contract Year means each 12 month period commencing on 1 January, provided that the first Contract Year commences on the Commencement Date and the last Contract Year ends on the End Date.

Construction Services means the Services described in clause 4.2.

Construction Term means the period commencing on the Commencement Date and ending on the Actual Completion Date.

Corporations Act means the *Corporations Act 2001* (Cth).

CP Upgrade Costs has the meaning given to that term in clause 11.4(c)(v).

CP Upgrade SOW has the meaning given to that term in clause 11.4(c)(vi).

Credit Support means any or all of the following:

(a) if Credit Support is set out in the Details, that credit support; or

(b) in APA's election (in APA's absolute discretion) a guarantee, indemnity or other obligation (whether or not supported by security), bank guarantee or letter of credit, or security deposit,

and which is:

(c) a binding obligation of a third party or the Service User to APA in respect of the obligations of Service User to APA under this Agreement; and

(d) in form, terms and amount, and from a person, reasonably satisfactory to APA.

Cure Period has the meaning set out in clause 17.4.

Custody Transfer Meter Station means the meter station and equipment which forms part of, or connects to, the APA Facility and is shown at the location in the drawing at Schedule 2.

Cyber Attack means unauthorised access to or use of a computer system or any other act of sabotage involving the use of technology or computer networks including (without limitation) a cyber-attack, computer hack or denial of service attack, which is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the computer system or the accessibility of the computer system.

Decommissioned means decommissioned in accordance with all applicable agreements, Laws, Approvals and standards including completion of all lawful obligations and termination

of Approvals in connection with the decommissioned thing. **Decommissioning** has a corresponding meaning.

Decommissioning Costs means the costs incurred by APA in Decommissioning the APA Facility, plus a 10% margin to reflect APA's administrative and overhead costs.

Default Notice has the meaning set out in clause 17.3.

Default Rate means the Bank Bill Rate plus 2% pa.

Defaulting Party means a Party in respect of which an Event of Default occurs.

Delay Events means:

(a) a Force Majeure Event;

(b) any negligent act, omission or default of, or any delay caused by, the Service User or its Associates;

(c) any variation to the Services agreed between the Parties, except where such variation is required as a result of a negligent act, omission or default of APA;

(d) any variation, upgrade, modification or replacement of the APA Facility;

(e) a direction by Service User's Authorised Representative to:

(i) suspend the installation or commissioning of Service User Facility or the APA Facility; or

(ii) undertake emergency work that is not part of the installation or commissioning of Service User Facility or the APA Facility,

except where such direction is caused by a negligent act, omission or default of APA;

(f) a State-wide industrial stoppage;

(g) inclement weather in excess of one day per Week (eg wet weather or extreme temperatures). If one day or less than one day is lost in one Week, there will be no extension for that Week. If x days are lost in one Week, there will be an extension of (x – 1) days, regardless of whether any days are lost in the preceding Week or the subsequent Week;

(h) environmental protestors' action that relates directly to Service User Site, the APA Site, the APA Facility or Service User Facility;

(i) specific industrial action on, or on a location directly related to, Service User Site, the APA Site, the APA Facility or Service User Facility;

(j) failure by Service User to comply with its obligations under this Agreement including, without limitation, to:

(i) complete the Service User Works by the Service User Works Date for Completion; or

(ii) provide access in accordance with clause 7.3; or

(k) a delay by an Authority in providing APA with an Approval, to the extent that the delay:

(i) was not a result of any negligent act or omission of, or a breach of this Agreement by, APA; and

(ii) delays APA in achieving Actual Completion.

Details means the Details set out at the front of this Agreement.

Drawings means the drawings attached in Schedule 2.

Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign and be bound by the applicable agreement.

Emergency means an event or situation that may:

(a) result in personal injury, illness or death to a person or material damage to property or the environment; or

(b) jeopardise the operational integrity and safe operation of the APA Meter Station, the APA Pipeline, Service User Facility or the APA Facility.

Escalation Factor has the meaning given in clause 13.5(b).

Event of Default means a Financial Default or a Non-Financial Default.

Financial Default means any default by a Party in the payment of any sum due and payable to the other Party under this Agreement.

Flow Overrun has the meaning given in clause 11.4(b).

Flow Overrun Amount has the meaning given in clause 11.4(b).

Flow Overrun Rate has the meaning given in clause 13.4.

Force Majeure Event means any event or circumstance, or a combination of events or circumstances, which is beyond the reasonable control of a Party, which by the exercise of due diligence that Party is not reasonably able to prevent or overcome and which has the effect of preventing the Party from performing an obligation under this Agreement, including (provided that they meet the foregoing criteria):

(a) acts of God, including without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;

(b) strikes, lockouts, bans, slowdowns or other industrial disturbances;

(c) acts of enemy, wars (declared or undeclared), acts of terrorists, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples;

(d) fire or explosion;

(e) epidemic or quarantine;

(f) an order or direction of any Authority, or omission or failure to act by any Authority, or the failure to obtain or maintain any necessary Approval;

(g) in respect of the APA Facility:

(i) accidents, breakdown, loss or damage; or

(ii) the necessity to undertake alterations, repairs or maintenance, other than routine maintenance for which notice has not been given;

(h) a Cyber Attack.

The term excludes the following, however caused:

(i) lack of finance;

(j) changes in market conditions for transportation, purchase or sale of gas;

(k) the inability of Service User or a person supplying gas at or upstream of the APA Facility to provide gas to pass through the Connection Point under this Agreement; and

(l) the inability of Service User or a person consuming the gas at or downstream of the Connection Point to take gas.

Gas means any gaseous fuel and includes natural gas and processable gas.

Good Operating Practice means:

(a) the exercise of that degree of skill, diligence and foresight consistent with the safe operation of infrastructure and prudent practices that reasonably would be accepted by a significant proportion of:

(i) in the case of APA, providers of pipeline services; and

(ii) in the case of Service User, operators of facilities similar to Service User Facility,

in Australia as constituting good industry practice; and

(b) compliance with any minimum standards applicable under:

(i) this Agreement;

(ii) applicable Laws; and

(iii) applicable Regulatory Instruments and Australian Standards.

GST means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Costs means APA's reasonable costs and expenses incurred to the relevant date attributable to performing its obligations under the Agreement including any liability it has accrued to third parties plus a 10% margin to reflect APA's administrative and overhead costs together with any Decommissioning Costs.

Insolvent means in relation to a Party:

(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or

(b) it has had a controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver or receiver and manager appointed to any part of its property; or

(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party); or

(d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or

(e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

(f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject); or

(g) it is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the Law of any jurisdiction.

Law means the common law (including equity), current and future Acts of the Parliament of the Commonwealth of Australia or of the Parliament of the Jurisdiction and related regulations, by-laws and other subordinate legislation, and the requirements of Authorities.

Month means the period beginning on the first day of the calendar month and ending on the last day of the calendar month, and Monthly has a corresponding meaning.

National Gas Law means the gas law implemented under the *National Gas (South Australia) Act 2008* in South Australia and made applicable in each jurisdiction other than South Australia under the relevant mirror application legislation.

National Gas Rules has the meaning given in the National Gas Law.

Non-Defaulting Party means a Party that is not the Defaulting Party.

Non-Financial Default means:

(a) a Party's failure to perform or comply with any of its obligations undertakings or warranties under this Agreement, other than a Financial Default; or

(b) a Non-Financial Default set out in the Details.

Notice means any notice, demand, consent or other communication given or made under this Agreement.

Other Service User means a person with whom APA has agreed to provide a connection service, connecting that person's facility to an APA facility.

Overheads means internal and overhead costs, and other indirect costs, incurred by APA in undertaking or procuring that its contractors or agents (as the case may be) undertake Construction Services as reasonably determined by APA.

Party means either APA or Service User and Parties means them collectively.

Prime Bank means a bank determined by ASX Benchmarks Pty Limited (or any other person which takes over the administration of the Screen Rate for Australian dollars) as being a Prime Bank or an acceptor or issuer of bills of exchange or negotiable certificates of deposit for the purposes of calculating that Screen Rate. If ASX Benchmarks Pty Limited or such other person cease to make such determination, the Prime Banks shall be the Prime Banks last so appointed.

quantity of Gas means a quantity of Gas, expressed in gigajoules, and **quantities of Gas** means more than one quantity of Gas.

Reference Banks means Westpac Banking Corporation, Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited and National Australia Bank Limited or such other banks as may be appointed by APA.

Regulatory Instrument means any legally binding code, rules or sub-code regulating the gas industry in the Jurisdiction, or elsewhere if applicable, whether made under the Act or other applicable legislation having jurisdiction over the relevant party.

Regulatory Change means a new Law, or a change to an existing Law, which takes effect after the date of this Agreement with one or more of the following effects.

(a) APA is unable to provide a Service.

(b) APA is unable to provide a Service in the manner or upon the terms required by this Agreement.

Related Body Corporate means a related body corporate as defined in the Corporations Act.

Relevant Bank Bill Period means one (1) month.

Screen Rate means the Australian Bank Bill Swap Reference Rate administered by ASX Benchmarks Pty Limited (or any other person which takes over the administration of that rate) for the relevant period displayed on page BBSW of the Thomson Reuters Screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters at or about 10.30am (Sydney time) (or any other time up to 12.00pm by reference to the time at which the rates are normally published) for a term equivalent to the period.

Service User Upgrade Works has the meaning given to that term in clause 11.4(c)(vi)(A).

Service User Works Actual Completion Date means the date on which the Service User Works are complete, as notified by Service User to APA in writing.

Target Cost Estimate means the amount referred to in Schedule 4.

User means a person with whom APA has agreed to provide Construction Services or Connection Services, and where the context requires includes Service User.

Week means each period of 7 days commencing on Mondays.

1.2 Details

Subject to clause 1.1, terms used in the Details (such as "**Commencement Date**" and "**Jurisdiction**") have the meaning set out in the Details.

2. Services

(a) APA agrees to provide the Services in accordance with this Agreement.

(b) Without limiting its other rights, APA may refuse to provide the Services, or suspend the provision of Services, without liability to Service User, to the extent that providing the Service, or providing it in a manner or upon the terms required by this Agreement, would place APA in breach of a Law.

3. Preliminary Obligations

(a) Service User must use reasonable endeavours to satisfy the Preliminary Obligations prior to the Preliminary Obligations Date.

(b) If any Preliminary Obligations have not been satisfied by the Preliminary Obligations Date, APA may waive performance or terminate this Agreement by notice in writing to Service User, effective from the date of the Notice.

(c) If this Agreement is terminated under this clause 3(b), APA will have no liability to Service User.

4. Construction Services

4.1 Application

If, in the Details, the Construction Services apply, then this clause 4 applies.

4.2 Description of Construction Services

APA agrees to use reasonable endeavours to install and commission the APA Facility on the APA Site during the Construction Term to enable it to provide the Connection Services from the Date for Actual Completion in accordance with the terms of this Agreement.

4.3 Construction Specifications

The APA Facility will be designed and constructed in accordance with the Construction Specifications.

5. Date for Actual Completion

5.1 Application

If, in the Details, the Construction Services apply, then this clause 5 applies.

5.2 Date for Actual Completion

APA agrees to use reasonable endeavours to install and commission the APA Facility to enable it to provide the Connection Services from the Date for Actual Completion.

5.3 Effect of Delay Events

If APA considers that a Delay Event has occurred, then:

(a) APA will notify Service User in writing within 28 Business Days of the occurrence of the Delay Event;

(b) APA will use reasonable endeavours to mitigate periods of delay;

(c) APA will make a determination of the reasonable period of any delay to APA's program for completing the Construction Services caused by the Delay Event;

(d) the Date for Actual Completion will be extended by the period determined pursuant to clause 5.3(c); and

(e) any dispute in relation to the extension of the Date for Actual Completion will be referred for determination pursuant to clause 20.

5.4 Extension to Date for Actual Completion

If the Date for Actual Completion is extended pursuant to clause 5.3(d), APA must continue to use reasonable endeavours to complete the Construction Services by the (extended) Date for Actual Completion.

6. Actual Completion Date

6.1 Application

If, in the Details, the Construction Services apply, then this clause 6 applies.

6.2 Notification of Actual Completion Date

APA will notify Service User in writing of the Actual Completion Date once it has been reached.

6.3 Termination for delay

If within six months after the Date for Actual Completion (as adjusted in accordance with clause 5.3) APA:

(a) fails to achieve Actual Completion; or

(b) fails to commence the provision of the Connection Services,

then Service User may terminate this Agreement under clause 17 and will be deemed to have the right to give a notice under clause 17.5(c) immediately on the expiry of the six month period.

6.4 Payments upon termination

If Service User terminates this Agreement in accordance with clause 6.3, then the Service User must pay APA's Initial Costs incurred in respect of this Agreement in accordance with clause 17.6(a).

7. Service User's Obligations - Construction

7.1 Application

If, in the Details, the Construction Services apply, then this clause 7 applies.

7.2 Service User obligations

Service User agrees to:

(a) provide its design of the Service User's Facility to APA and its Associates for review, and incorporate APA's modifications to the design where APA states that such modifications are necessary to:

(i) enable APA to connect the APA Facility to the Service User's Facility; and

(ii) enable APA to provide the Connection Services;

(b) complete the Service User Works (if applicable) by the Service User Works Date for Completion and otherwise construct and commission Service User's Facility so as to enable APA to provide the Connection Services;

(c) participate, as reasonably required by APA, in the commissioning of the APA Facility and provide any 'Service User Provided Items' as agreed with APA in accordance with Schedule 3;

(d) arrange for the supply of any Gas reasonably required by APA to conduct the commissioning of the APA Facility; and

(e) without limiting clause 11.1(a)(iii), follow APA's safe work permitting system when performing tie-in works to connect Service User Facility to the Connection Point.

7.3 Access to Service User Site

The Service User must grant a licence to APA and its Associates to enter into the Service User Site for the purposes of allowing APA to:

(a) provide the Construction Services;

(b) where clause 11.4(c)(viii)(B) applies, carry out the Service User Upgrade Works; and

(c) where APA provides Service User with reasonable prior notice:

(i) inspect the APA Facility or the Connection Point; or

(ii) carry out works, repairs or maintenance to the APA Facility or the Connection Point.

7.4 Access to APA Site

APA grants a licence to Service User and its Associates to enter into the APA Site for the purposes of allowing Service User or its Associates to carry out the Service User Works provided that:

(a) APA may supervise, make directions, or revoke access to the APA Site at any time; and

(b) Service User must comply, and must ensure its personnel and Associates comply, with any direction of APA while accessing the APA Site including undertaking an appropriate induction.

8. Connection Services

8.1 Description of Connection Services

(a) During the Connection Term, APA agrees to:

(i) provide a Connection Point which complies with the Connection Specifications in the Details, to enable Service User to connect Service User Facility to the APA Facility;

(ii) ensure that all of the APA Facility is operated and maintained in accordance with:

(A) the Connection Specifications;

(B) Good Operating Practice; and

(C) all applicable Laws and Regulatory Instruments.

(b) APA is not obliged to provide Connection Services to the extent it is prevented from doing so due to the acts or omissions of Service User.

(c) Nothing in this Agreement obliges APA to provide a service for the transportation of Gas.

8.2 APA Facility repairs and maintenance

If APA:

(a) gives Service User at least one Month's notice of proposed APA Facility works, repairs or maintenance;

(b) consults with Service User; and

(c) uses reasonable endeavours to carry out the works, repairs or maintenance:

(i) so as to avoid or minimise, so far as is reasonably practicable, disruption to the Services to Service User; and

(ii) during a period in which APA reasonably forecasts (based on shippers' nominations and forecast demand for capacity on the APA Pipeline) will have relatively low aggregate demand for Gas,

then APA may, without liability to Service User, curtail Connection Services to Service User to the extent necessary to carry out the APA Facility works, repairs or maintenance.

8.3 APA Facility Emergency works

If APA believes that it is necessary to carry out APA Facility works, repairs or maintenance in order to:

(a) protect the operational integrity or safe operation of the APA Meter Station, the APA Facility, Service User Facility, the APA Site or Service User Site; or

(b) comply with any applicable Laws or Approvals,

then APA may, without liability to Service User, curtail Connection Services to Service User to the extent necessary to carry out the APA Facility works, repairs or maintenance, provided that:

(c) APA gives Service User as much notice of the proposed curtailment as is reasonably practicable; and

(d) the curtailment is not predominantly caused by APA's failure to comply with Good Operating Practice.

8.4 Consultation

If requested by either Party, such request to be made no earlier than three months prior to the start of a Contract Year, Service User and APA must exchange information about the timing of the proposed maintenance activities, anticipated during the following Contract Year, for the APA Facility and Service User Facility.

9. Connection Term

9.1 Connection Term

The Connection Term commences:

(a) if Construction Services do not apply (see Details), on the Commencement Date; or

(b) if Construction Services do apply (see Details), on:

(i) if Service User Works do not apply (see Details), the Actual Completion Date; or

(ii) if Service User Works do apply (see Details), the later of:

(A) Service User Works Actual Completion Date; and

(B) the Actual Completion Date,

and ends on the End Date.

10. Ownership of facilities and Operation and Maintenance Protocols

10.1 No right or title to facilities

Service User does not, by virtue of this Agreement, acquire any right to, title to, or interest in the APA Facility or any item upstream of the Connection Point.

10.2 Utilisation of APA Facility

APA may allow other Users to utilise the APA Facility provided it does not interfere with APA's ability to meet its obligations to Service User under this Agreement.

10.3 Operation and Maintenance

Each Party will be responsible for the operation and maintenance of their respective facilities and must maintain those facilities as prudent operators of those facilities and in accordance with all applicable Laws and Good Operating Practice.

11. Parties obligations - facilities

11.1 APA Facility

(a) Service User agrees to (and agrees to procure that its Associates must):

(i) not interfere with or make any modifications to the APA Facility;

(ii) comply with Good Operating Practice; and

(iii) comply with any policies, procedures or plans agreed between the Parties from time to time.

(b) APA agrees to ensure that the APA Facility complies with and is operated in accordance with:

(i) the Connection Specifications;

(ii) Good Operating Practice;

(iii) all environmental, planning or other regulatory or statutory requirements, permits, licences and Approvals; and

(iv) all applicable Laws and Regulatory Instruments.

11.2 Service User Facility

(a) APA agrees to (and agrees to procure that its Associates must):

(i) subject to clause 11.4(c), not interfere with or make any modifications to the Service User Facility;

(ii) comply with Good Operating Practice; and

(iii) comply with any policies, procedures or plans agreed between the Parties from time to time.

(b) Service User agrees to ensure that Service User's Facility complies with and is operated in accordance with:

(i) Good Operating Practice;

(ii) all environmental, planning or other regulatory or statutory requirements, permits, licences and Approvals; and

(iii) all applicable Laws and Regulatory Instruments.

11.3 Information

To the extent that to do so does not contravene any confidentiality obligations to third parties, each Party must provide the other Party with any information, documentation and assistance that the other Party from time to time reasonably requests to enable such Party to comply with its obligations or exercise its rights under any Law or to meet the requirements of any Authority in relation to this Agreement.

11.4 Maximum flow through Connection Point

(a) Service User acknowledges that the Connection Point has been designed and constructed by APA to reflect the Connection Specifications, which include the Maximum Flow capability for the Connection Point set out in Schedule 3, which is the maximum quantity of Gas which the Connection Point can accommodate being flowed by or on behalf of Service User on any day during the Term.

(b) Where, on a day, Service User causes or directs quantities of Gas to flow through the Connection Point for or on behalf of Service User or a customer of Service User which exceed the Maximum Flow capability for the Connection Point set out in Schedule 3 (with each such event being a **Flow Overrun**, and the quantity of Gas by which each Flow Overrun exceeds the applicable Maximum Flow capability for the Connection Point set out in Schedule 3 being the **Flow Overrun Amount**), Service User must pay to APA the Flow Overrun Charge in respect of that Flow Overrun.

(c) Where:

(i) on a day, a Flow Overrun occurs; and

(ii) on each of four other days during the Term, a Flow Overrun has occurred,

Service User agrees that, without prejudice to any of APA's other rights under this Agreement or at Law:

(iii) APA will provide Service User with notice of the fifth Flow Overrun, referred to in subclauses 11.4(c)(i) and (ii) above, as soon as practicable;

(iv) APA will determine (acting reasonably) the works required to upgrade the Connection Point so that the Connection Point is capable of safely flowing that quantity of Gas which is at least equal to the aggregate of:

(A) the Maximum Flow capability; and

(B) the average of the Flow Overrun Amounts applicable to the five Flow Overruns referred to in subclauses 11.4(c)(i) and (ii) above,

on a daily basis (**APA CP Upgrade Works**);

(v) Service User agrees to pay APA's reasonable costs and expenses incurred in connection with performing the APA CP Upgrade Works including any liability it has accrued to third parties plus a 10% margin to reflect APA's administrative and overhead costs (**CP Upgrade Costs**);

(vi) APA will provide Service User with a scope of works for the APA CP Upgrade Works as soon as practicable, which will include:

(A) the works required to upgrade the Service User Facility to facilitate the APA CP Upgrade Works (if any) (**Service User Upgrade Works**);

(B) an indicative only estimate of the CP Upgrade Costs; and

(C) estimated timeframes for completion of the APA CP Upgrade Works and the Service User Upgrade Works (if applicable),

(**CP Upgrade SOW**);

(vii) Within 15 Business Days of APA providing Service User with a CP Upgrade SOW:

(A) Service User may request information from APA in respect of the APA CP Upgrade Works or the CP Upgrade SOW; and

(B) APA must use reasonable endeavours to provide Service User with the requested information, as soon as practicable;

(viii) If a CP Upgrade SOW provides that Service User Upgrade Works are required, Service User must, within 15 Business Days of receiving the CP Upgrade SOW, either:

(A) notify APA that it will procure the Service User Upgrade Works be carried out by or on behalf of Service User, in which case the Service User Upgrade Works must be carried out at Service User's cost and in accordance with the timeframes specified in the CP Upgrade SOW; or

(B) provide APA with a written request to carry out the Service User Upgrade Works, in which case the Service User Upgrade Works will be deemed additional APA CP Upgrade Works and the cost of the Service User Upgrade Works will be deemed additional CP Upgrade Costs;

(ix) Where Service User requests APA carry out the Service User Upgrade Works under paragraph (viii)(B) above, Service User must indemnify and hold harmless APA from and against any claim brought or made against, or any damages suffered or incurred by, APA as a result of damage to the Service User Facility arising out of, or in connection with, the Service User Upgrade Works or the APA CP Upgrade Works;

(x) On or after the 16th Business Day from the date APA provides Service User with a CP Upgrade SOW:

(A) APA may invoice Service User for 50% of the estimated CP Upgrade Costs (as determined by APA in good faith, and where paragraph (viii)(B) applies, including the cost of the Service User Upgrade Works), as a prepayment of the CP Upgrade Costs, on or before the next Invoice Date;

(B) Service User must pay the amount invoiced under paragraph (x)(A) in accordance with clause 15.4;

(xi) Service User agrees that a failure to pay the amount under paragraph (x)(B), by the applicable Payment Date will constitute a material breach of this Agreement;

(xii) once the APA CP Upgrade Works are complete, APA will notify Service User of the new Maximum Flow capability for the Connection Point, and Schedule 3 will be deemed to be amended to reflect the new Maximum Flow capability notified by APA to Service User.

(d) Service User acknowledges and agrees:

(i) that the occurrence of a Flow Overrun will create a significant risk of damage to the Connection Point, the APA Pipeline or the APA Facility and may result in APA suffering loss; and

(ii) where a Flow Overrun occurs, the APA CP Upgrade Works will be reasonably necessary to protect the integrity of the Connection Point, the APA Pipeline and the APA Facility and to prevent APA from suffering loss.

11.5 Downstream Network Operator

(a) This clause 11.5 applies if the Details state that Service User is a Downstream Network Operator.

(b) Service User:

(i) operates a gas distribution network downstream of the Connection Point which interconnects with the APA Pipeline (**Service User Network**), and provides gas transportation services to its customers using the Service User Network;

(ii) acknowledges that:

(A) APA may not have metering equipment installed on the APA Facility side of the Connection Point and therefore cannot monitor or control the flow of quantities of Gas which pass through the Connection Point;

(B) Service User operates certain metering equipment on the Service User Facility side of the Connection Point and therefore can monitor the quantities of Gas which pass through the Connection Point; and

(C) APA cannot reliably sell transportation capacity under its gas transportation agreements without being able to monitor the flow of quantities of Gas which pass through the Connection Point, and APA therefore requires cooperation from Service User in this regard.

(c) Service User agrees that it will, on a [daily/monthly] basis (or as otherwise agreed by the parties), provide metering data to APA in respect of the quantities of Gas which have flowed through the Connection Point on any given day. Such metering data must include:

(i) the identity of each customer of Service User for or on behalf of whom quantities of Gas have flowed through the Connection Point on the day; and

(ii) the quantity of Gas which has flowed through the Connection Point for or on behalf of that customer of Service User on the day.

(d) APA agrees, where APA has metering equipment installed on the APA Facility side of the Connection Point and Service User does not operate metering equipment on the Service User Facility side of the Connection Point, that it will, on a [daily/monthly] basis (or as otherwise agreed by the parties), provide metering data to Service User in respect of the quantities of Gas which have flowed through the Connection Point on any given day.

(e) Where:

(i) Service User intends to establish a new connection on the Service User Network; and

(ii) Service User reasonably believes that the additional load of the new connection will result in the Maximum Flow capability of the applicable Connection Point being exceeded,

then, prior to commencing works to establish the new connection:

(iii) Service User must provide APA with 90 days' prior written notice, including:

(A) full particulars of anticipated customer demand volumes for the new connection; and

(B) an assessment of whether, and by what quantum, the Maximum Flow capability for the relevant Connection Point is likely to be exceeded; and

(iv) if the new connection is likely to result in the Maximum Flow capability for the relevant Connection Point being exceeded, the Parties must negotiate in good faith to amend this Agreement as reasonably required in order to facilitate flowing the additional quantities of Gas on the Service User Network.

(f) Where:

(i) Service User establishes a new connection on the Service User Network which results in the Maximum Flow capability of a Connection Point being exceeded; and

(ii) despite paragraph (e)(iii), Service User did not give prior notice to APA of the new connection,

then the Parties must negotiate in good faith to amend this Agreement as reasonably required in order to facilitate flowing the additional quantities of Gas on the Service User Network.

12. Insurance

During the Construction Term and Connection Term, each Party must take out and maintain the following insurance policies with reputable insurers who are authorised by the Australian Prudential Regulatory Authority with a Standard & Poors rating of at least A- (or equivalent), which must be valid and enforceable (and must be kept valid and enforceable) until the End Date:

(a) public liability insurance, with a limit of indemnity of not less than twenty million dollars ($20,000,000) for any one occurrence;

(b) motor auto insurance, with a limit of indemnity of not less than ten million dollars ($10,000,000) for any one occurrence; and

(c) workers compensation insurance as required by Law.

13. Charges

13.1 Service User must pay the Charges

For each Month during the Construction Term and the Connection Term and subject to this Agreement, Service User must pay the Charges to APA.

13.2 APA Facility Charge

The APA Facility Charge will be determined by APA each Month by aggregating the costs, charges and expenses incurred by or on account of APA in respect of the Construction Services for labour, contractors, equipment, materials, taxes, fees and charges, insurances, Overheads, Approvals and liability to third parties together with the Margin for Construction Services set out in the Details. A non-binding Target Cost Estimate has been provided in Schedule 4.

13.3 Connection Charge

The Connection Charge is [*insert fixed dollar amount*], and is escalated pursuant to clause 13.5.

13.4 Flow Overrun Charge

The Flow Overrun Charge:

(a) for a day, means the amount in dollars calculated by multiplying the Flow Overrun Rate by the Flow Overrun Amount on that day; and

(b) for a Month, means the aggregate of all Flow Overrun Charges for each day in that month.

The **Flow Overrun Rate** is $[*insert fixed dollar amount*] per GJ, and is escalated pursuant to clause 13.5.

13.5 Connection Charge escalation

(a) On each 1 January (**adjustment date**) (commencing on the first 1 January occurring after the Actual Completion Date) the monthly Connection Charge and the Flow Overrun Rate payable will be adjusted by multiplying them by the Escalation Factor.

(b) On an adjustment date, the Escalation Factor = 1 + [(CPIa – CPIb) / CPIb],

where:

(i) CPI means weighted average CPI for 8 capital cities published by the Australian Bureau of Statistics;

(ii) CPIa means CPI in respect of the September quarter immediately preceding the relevant adjustment date; and

(iii) CPIb means CPI in respect of the September quarter that is 12 months before the quarter to which CPIa relates.

(c) 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**), Service User and APA 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 APA and Service User are unable to agree within 30 Business Days of the CPI Event the matter must be referred for resolution under clause 20.

(d) For the avoidance of doubt, the Connection Charge and Flow Overrun Rate that are adjusted on an adjustment date pursuant to this clause 13 will be the then current Connection Charge or Flow Overrun Rate, as applicable (that is, the Connection Charge or Flow Overrun Rate as adjusted pursuant to this clause 13 on the previous adjustment date).

14. GST

(a) A reference in this clause to a term defined or used in the GST Law is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Law.

(b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.

(c) If GST is imposed on a supply made under or in connection with this Agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.

(d) Invoices issued by APA to Service User under this Agreement must be Tax Invoices compliant with the GST Law.

(e) If one of the Parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the Party being reimbursed in relation to that expense or outgoing.

15. Billing and payment

15.1 Valid tax invoice

On or before each Invoice Date, APA will issue a valid tax invoice to Service User for:

(a) any APA Facility Charge and/or Connection Charge and/or Flow Overrun Charge in respect of the preceding Month; and

(b) any other amounts payable by Service User to APA under this Agreement.

15.2 Accompanying statement

APA must, when forwarding a valid tax invoice to Service User, enclose a statement showing:

(a) the aggregate Charges in respect of each Service payable by Service User for the relevant Month; and

(b) any other information that APA considers appropriate.

15.3 Request for further information

Within 7 days of Service User receiving the tax invoice and statement under clauses 15.1 and 15.2, Service User acting reasonably may request, and APA must provide to Service User prior to the Payment Date, any information in relation to the amounts set out in a tax invoice or the quantities set out in a statement. For the sake of clarification, a request made under this clause will not justify any delay in payment under clause 15.4.

15.4 Payment

(a) Subject to paragraph (b), Service User must pay to APA the amounts set out in the tax invoice provided to the Service User pursuant to clause 15.1 by the Payment Date.

(b) Where Service User has provided Credit Support in the form of a security deposit, APA may draw down on the Credit Support to pay the amounts set out in the tax invoice provided to the Service User pursuant to clause 15.1. Where APA exercises its rights under this paragraph (b), Service User must, on a written request from APA, procure replacement Credit Support for the benefit of APA.

15.5 Method of payment

Payment must be made in immediately available funds on or before the Payment Date by direct deposit or telegraphic transfer to a bank account designated by APA by notice in writing to Service User or as otherwise directed by APA to Service User.

15.6 Payment Date that is not a Business Day

If the Payment Date falls on a day that is not a Business Day, Service User's payment must be made on or before the Business Day prior to the Payment Date.

15.7 Disputed invoices

If Service User has a bona fide dispute in respect of any tax invoice furnished by APA under this clause, then Service User must:

(a) notify APA of the nature of the dispute and the amount in dispute; and

(b) make payment of the amount not in dispute in accordance with clause 15.4.

15.8 Records relevant to dispute

Where Service User disputes a tax invoice under clause 15.7, upon request, Service User and APA must each furnish to the other copies of all records relevant to the dispute.

15.9 Adjustment Note

Any disputed amount which is subsequently found to be payable by or repayable to Service User will require an Adjustment Note to be issued to Service User within 28 days of resolution. This will be due and payable no later than 14 days after issue of the Adjustment Note together with interest on that amount calculated by multiplying:

(a) the amount to be paid by Service User or re-paid to Service User;

(b) the ratio of the number of days from the due date of the payment by Service User under clause 15.4 to the date of actual payment to 365; and

(c) the Default Rate.

15.10 Failure to pay tax invoice

If Service User fails to pay the entire invoiced amount by the Payment Date, excluding any amounts withheld pursuant to clause 15.7, then Service User must pay a charge for late payment which will be included by APA on the next regular Monthly tax invoice rendered to Service User under this clause 15. That charge for late payment will be determined by multiplying:

(a) the unpaid portion of the invoiced amount;

(b) the ratio of the number of days from the due date to the date of actual payment to 365; and

(c) the Default Rate.

15.11 Correction of billing errors

Subject to clause 15.2, if an error is discovered in the amount of any tax invoice rendered in accordance with clause 15.1, then:

(a) APA must adjust for the error on the next tax invoice provided to Service User after the error is discovered; and

(b) the adjustment must include interest at the Bank Bill Rate in respect of the amount under-charged or over-charged (as the case may be) for the period from the date on which the erroneous tax invoice was paid to the date upon which the adjustment is made.

15.12 Late discovery of billing errors

Errors discovered more than 12 Months after the date of the erroneous tax invoice will not be adjusted.

16. Credit support

(a) If the Details set out Credit Support, Service User must provide that Credit Support prior to the Commencement Date.

(b) If APA acting reasonably, determines that a material adverse change has occurred in respect of Service User which affects Service User's ability to be able to meet its financial obligations under this Agreement, on a written request from APA, Service User must procure Credit Support (if Credit Support is not set out in the Details) or

additional Credit Support (if Credit Support is set out in the Details) (as applicable) for the benefit of APA. For the purpose of this clause 16, a Service User which has a credit rating of not less than BBB- issued by Standard & Poor's or not less than Baa3 issued by Moody's or which provides a parent company guarantee satisfactory to APA (acting reasonably) issued by an entity with such credit rating will be considered to be able to meet its financial obligations under this Agreement.

(c) If, at any time, Service User commits a Financial Default, then without limiting APA's rights under clause 17 in respect of the Financial Default by Service User, on a written request from APA, Service User must procure Credit Support (if Credit Support is not set out in the Details) or additional Credit Support (if Credit Support is set out in the Details) (as applicable) for the benefit of APA.

(d) If Service User has provided Credit Support, APA may, provided there has been an increase in the Service User's charges under this Agreement, by written notice to Service User request that the Service User provides additional Credit Support.

(e) APA may suspend the provision of Services, without notice or liability to Service User, where Service User fails to provide Credit Support (or additional Credit Support as the case may be) satisfactory to APA within 15 Business Days of a written request from APA under this clause 16 or under clause 15.4(b).

(f) Without limiting APA's other rights under this Agreement or at Law, if Service User is in breach of this Agreement then APA may have immediate recourse to Credit Support, without notice to Service User. Where APA exercises its rights under this paragraph (f), Service User must, on a written request from APA, procure replacement Credit Support for the benefit of APA.

(g) If this clause 16 ceases to apply or APA determines that Credit Support is no longer required, it will release it and return it to the Service User.

17. Default

17.1 Suspension

(a) Without limiting its other rights, APA may suspend the provision of Services, without liability to Service User:

(i) on 3 Business Days' notice, if Service User fails to pay when due any amounts payable under this Agreement, except disputed amounts for which notice is given under clause 15.7(a); or

(ii) immediately, if Service User fails to obtain and maintain any Approval required to meet its obligations under this Agreement,

but only for so long as Service User fails to pay such amounts or fails to comply with such requirements (as the case may be).

(b) Service User must pay to APA any costs reasonably incurred by APA as a result of a suspension under clause 17.1(a). APA will include these costs in the next tax invoice that it issues under clause 15.1 and Service User must pay these costs in accordance with clause 15.

17.2 Termination for Insolvency

APA may immediately terminate this Agreement by written notice to Service User if Service User is or becomes Insolvent.

17.3 Default Notice

If an Event of Default occurs, the Non-Defaulting Party may give the Defaulting Party a notice ("**Default Notice**") stating:

(a) particulars of the Event of Default; and

(b) that it is a Default Notice under this clause 17.3.

17.4 Cure Period

Upon receipt of a Default Notice, the Defaulting Party has:

(a) in the case of a Financial Default, seven (7) Business Days to cure that Event of Default;

(b) in the case of a Non-Financial Default that is capable of remedy, twenty-one (21) Business Days to cure that Event of Default; or

(c) in the case of a Non-Financial Default that is not capable of remedy, twenty-one (21) Business Days to:

(i) take the steps that the Non-Defaulting Party reasonably requires to ensure that the Event of Default will not be repeated; and

(ii) pay to the Non-Defaulting Party the sum that the Non-Defaulting Party reasonably requires as compensation for the Event of Default and its consequences,

(each period being a "**Cure Period**").

17.5 Remedies

If:

(a) an Event of Default to which either clause 17.4(a) or 17.4(b) applies is not cured within the applicable Cure Period; or

(b) the Defaulting Party does not comply with clause 17.4(c) within the applicable Cure Period,

then the Non-Defaulting Party may by notice in writing to the Defaulting Party (without prejudice to any of its other rights under this Agreement or at Law) exercise any or any combination of the following remedies:

(c) terminate this Agreement by giving 60 days prior written notice to the Defaulting Party;

(d) without limiting clause 17.1, suspend the obligations of the Non-Defaulting Party under this Agreement until:

(i) the Event of Default is cured or the Defaulting Party has complied with clause 17.4(c) (as applicable); or

(ii) the Non-Defaulting Party gives notice to the Defaulting Party electing to terminate this Agreement, without prejudice to any right to damages; or

(e) sue the Defaulting Party for damages for that Event of Default and exercise any other available legal and equitable remedies, including suing for specific performance or an injunctive ruling.

17.6 Consequences of termination

(a) If this Agreement is terminated by either Party during the Construction Term, then Service User must pay APA's Initial Costs incurred in respect of this Agreement.

(b) If this Agreement is terminated by either Party during the Connection Term, then:

(i) 60 days after notice of termination is provided ("**Cessation Date**"), APA will cease to make available to Service User the APA Facility and the Services;

(ii) the Charges will cease to be payable from the Cessation Date (without prejudice to APA's right to recover all such Charges that may have accrued prior to the Cessation Date); and

(iii) APA may direct Service User to pay to APA all reasonable Decommissioning Costs.

17.7 Dispute

Any dispute as to the costs or value referred to in clause 17.6 will be referred for determination pursuant to clause 20.

17.8 Accrued rights and obligations

Termination of this Agreement pursuant to the provisions of this clause 17 will not affect any rights or obligations which may have accrued prior to termination, including in respect of any prior breach.

18. Liability

18.1 Limits on recovery of Consequential Loss

To the extent permitted by Law, and subject to clause 18.2(c), neither Party is liable to the other Party for Consequential Loss, arising out of or in connection with this Agreement, except in respect of Service User's liability to pay Initial Costs. This exclusion of liability does not apply in respect of a Party's liability for fraud or wilful misconduct.

18.2 Limitations of liability

(a) To the extent permitted by Law, the aggregate liability of APA to Service User in respect of this Agreement, whether in contract, tort (including negligence), under statute or otherwise, is limited to the Liability Cap.

(b) To the extent permitted by Law, the limitations of APA's liability under clauses 18.1 and this clause 18.2 and any statutory limitation or exclusion of liability:

(i) are separate promises by Service User or limitations in favour of APA; and

(ii) may limit each other.

(c) Nothing in this clause 18 limits or otherwise affects any obligation of Service User under clause 13 of this Agreement.

18.3 Other Laws

Nothing in this Agreement limits APA's rights under any Laws from time to time which limit or avoid APA's liability to Service User or any other person.

18.4 References to APA

In this clause 18, references to APA are to APA and its Related Bodies Corporate.

19. Force Majeure Events

19.1 Consequences of Force Majeure Event

Subject to clause 19.4, a Party's obligations under this Agreement:

(a) are suspended during the time, and to the extent, that their performance is prevented, wholly or in part, by a Force Majeure Event; and

(b) no liability to the other Party accrues for loss or damage of any kind arising out of, or in any way connected with, that non-performance.

19.2 Liability not relieved

Suspension of any obligations pursuant to clause 19.1 does not:

(a) relieve a Party of its obligation to pay amounts owing to the other Party;

(b) relieve Service User of its obligation to pay the Charges;

(c) affect any obligations which accrue prior to the suspension;

(d) (if the Force Majeure Event affects only some obligations of the affected Party) affect any other obligations of the affected Party;

(e) relieve a Party of liability, if and to the extent that its negligence, wilful misconduct or breach of contract caused or contributed to its failure to perform under this Agreement; or

(f) relieve a Party of liability, if and to the extent that it fails to use all reasonable endeavours to remedy the situation and to remove the event or circumstances giving rise to the Force Majeure Event adequately and promptly.

19.3 Period of suspension

The period of suspension of any obligations under clause 19.1 excludes any delay in the performance by the affected Party of those obligations which are attributable to a failure by the affected Party to comply with clause 19.4.

19.4 Mitigation

The affected Party must use reasonable endeavours to:

(a) avoid or remove the circumstance constituting the Force Majeure Event; and

(b) mitigate the effect of the Force Majeure Event,

provided that:

(c) the affected Party has an unfettered discretion in how it deals with any Force Majeure Event that results from a strike, lockout, ban, slowdown or other industrial disturbance, or a Cyber Attack; and

(d) the other Party cooperates and provides such assistance as the affected Party reasonably requests.

19.5 Notification and diligence

A Party which is, by reason of a Force Majeure Event, unable to fulfil its obligations under this Agreement must:

(a) notify the other Party as soon as possible giving:

(i) reasonably full particulars of the Force Majeure Event and its effect on that Party's ability to fulfil its obligations under the Agreement;

(ii) the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

(iii) the means proposed to be adopted to remedy or abate the Force Majeure Event;

(b) keep the other Party informed as to its progress in terminating or remedying the Force Majeure Event;

(c) resume performance as expeditiously as possible after termination, remedy or abatement of the Force Majeure Event;

(d) notify the other Party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance to occur; and

(e) notify the other Party when resumption of performance occurs.

19.6 Consultation

Following receipt of the notice in clause 19.5, the Parties must consult to assess the Force Majeure Event and any ways in which it might be avoided or its effects mitigated, having

regard to each Party's rights and obligations under any relevant agreement to which it is a party.

19.7 Waiver of Force Majeure Event

If a Party gives notice of a Force Majeure Event, then that Party may, by giving a further notice to the other Party, waive the operation of this clause 19 in respect of the event or circumstance and the obligations of the Parties under this Agreement resume in full force and effect.

19.8 Termination for prolonged Force Majeure Event

If a Party invokes this clause 19 and the same Force Majeure Event prevents or inhibits the performance of any obligation or condition required to be performed under this Agreement for a period of 12 Months then the Parties must consult to decide what action should be taken to carry out the intentions of this Agreement. If the Parties are unable to agree within 7 Days of the expiry of that 12 Month period that the Force Majeure Event can reasonably be resolved, then either Party may terminate this Agreement by giving to the other not less than 2 Months prior written notice to that effect. From the date termination takes effect neither Party is under any further obligation to the other in respect of matters arising after that time.

20. Dispute resolution

(a) If a dispute arises, the parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to reach a resolution of the dispute.

(b) If a dispute arises, the dispute must be referred to the Authorised Representatives of each party for resolution by Notice specifying that it is a Notice given under this clause 20 giving full particulars of the nature and extent of the dispute.

(c) If the dispute is not resolved within 10 Business Days of a referral under clause 20(b), the dispute must be referred to a senior executive of each party (the **Panel**) for resolution. Each party must nominate its senior representative to the Panel within 3 Business Days of the referral under this clause 20.

(d) If the dispute is not resolved by the Panel within 20 Business Days of the referral to the Panel, either party may commence legal proceedings under this clause 20.

(e) Unless otherwise agreed by the parties, all discussions involving the Panel will be conducted on a without prejudice basis.

(f) Decisions of the Panel may only be made by unanimous agreement of the members of the Panel.

(g) Any decision of the Panel which is recorded in writing and signed by each member of the Panel is binding on the parties except in the case of fraud or manifest error.

(h) Neither party may commence legal proceedings unless the parties have undertaken the processes set out in clauses 20(a) to 20(d) and those processes have failed to resolve the dispute.

(i) Despite the existence of a dispute, the parties must continue to perform their respective obligations under this Agreement.

21. Notices

21.1 Service

A notice, demand, consent or other communication (**Notice**) given or made under this Agreement:

(a) must be in writing and signed by the sender or a person duly authorised by the sender;

(b) must be addressed and delivered to the intended recipient at the address or email address, set out in clause 21.2 or the address or email address (as applicable) last notified by the intended recipient to the sender after the date of this Agreement; and

(c) is duly served, given or made:

(i) in the case of delivery in person, when delivered;

(ii) in the case of delivery by post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of email, at the earliest of:

(A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

(B) the time that the intended recipient confirms receipt of the email by reply email; and

(C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered.

If delivery occurs on a day which is not a business day in the place to which the Notice is sent or is later than 4 pm at that place, the Notice is taken to be duly served, given or made at the commencement of business on the next business day in that place.

Normal operating instructions may be given digitally.

21.2 Address for notices

Unless otherwise notified by the Party, each Party's address for notices is the address set out at the front of this Agreement.

21.3 Consent to use electronic communications

The Parties consent to the use of electronic communications as a means of communicating about this Agreement and the matters contained within it.

22. Authorised Representatives

(a) Each party's Authorised Representative is authorised to give instructions and make binding commitments on behalf of that party. Each party may from time to time by notice to the other party nominate any other person to be its Authorised Representative in place of the person named in the Details.

(b) APA's Authorised Representative may from time to time by notice to the Service User nominate a delegate, who is authorised to act on behalf of APA's Authorised Representative.

(c) APA's Authorised Representative represents and acts as agent for APA at all times during the term of this Contract and not as an independent assessor or certifier.

(d) The Service User must comply with any written direction of APA's Authorised Representative in relation to the Works or this Agreement. Any approval, direction, consent or comment given by APA's Authorised Representative does not in any way limit, reduce or waive the obligations or liabilities of the Service User under the Agreement.

(e) If APA does not appoint an Authorised Representative, all of APA's Authorised Representative's rights under this Agreement may be exercised by APA.

23. Assignment and Subcontracting

23.1 Benefit of Agreement

This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

23.2 Restrictions on assignment of interests in agreement

(a) A Party must not assign, novate, transfer or otherwise dispose of (in this clause 23.2, "**assign**") the whole or part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent must not be unreasonably withheld, delayed or conditioned where:

(i) the proposed assignee is technically and financially capable of performing the assigned rights and obligations; and

(ii) the proposed assignment would not, once complete, cause the non-assigning Party to be in breach of any Law.

Any purported dealing in breach of this paragraph (a) is of no effect.

(b) The execution by the assignee of a covenant to be bound by this Agreement, in a form satisfactory to the non-assigning Party acting reasonably, is a condition precedent to any assignment under paragraph (a).

(c) Nothing in this clause 23 prevents a Party from charging, mortgaging or assigning its rights under this Agreement as security for its indebtedness, provided that the chargee, mortgagee or assignee enters into a deed with the non-assigning Party to be bound this Agreement and the non-assigning Party's costs in respect of the deed are borne by the Party granting security.

(d) Any Change in Control of a Party (**Affected Party**) requires the other Party's prior written consent. Such consent must not be unreasonably withheld, delayed or conditioned where:

(i) the Affected Party, immediately after the Change in Control, would have sufficient financial capacity and technical capability to enable the Affected Party to comply with its obligations and meet its liabilities enforceable by the other Party against the Affected Party under this Agreement, which must be determined acting reasonably, having regard to the likelihood of such liabilities arising (including the extent to which such liabilities are contingent upon the occurrence of an event); and

(ii) the proposed Change in Control would not, once complete, cause the other Party to be in breach of any Law.

A Change in Control of an Affected Party which occurs without the prior written consent of the other Party will be deemed to be a Non-Financial Default committed by the Affected Party.

(e) This Agreement does not prohibit or restrict any Change in Control occurring as a result of the transfer, issue, redemption, buyback, cancellation, repurchase or reorganisation of marketable securities in an entity that is listed on a recognised public stock exchange.

23.3 Subcontracting

APA may in its absolute discretion subcontract any of the Services provided that:

(a) that subcontract will not relieve APA of its obligations under this Agreement;

(b) APA ensures the sub-contractor is appropriately experienced consistent with Good Operating Practice to perform the subcontracted Services; and

(c) APA, at all times, is solely responsible for the acts and omissions of the subcontractor in the performance of its obligations, and for effecting all remuneration, employment and financial arrangements with the sub-contractor.

24. Confidential Information and Privacy

24.1 Confidential Information

Each Party (a **Recipient**):

(a) may use Confidential Information of the other Party solely for the purposes of this Agreement;

(b) except as permitted under clause 24.1(c), must keep confidential all Confidential Information of the other party; and

(c) may disclose Confidential Information of the other Party only:

(i) to persons who have a need to know (and only to the extent that each has a need to know) and who are subject to a legally binding obligation to keep confidential the Confidential Information;

(ii) in the case of APA:

(A) to a Related Body Corporate; or

(B) to any consultants engaged by APA on the project;

(iii) to its financial, tax, insurance or legal advisors; or

(iv) as required by Law or stock exchange regulation.

24.2 Privacy

Each Party must comply with the:

(a) reasonable directions of the other Party in relation to the handling of any personal information; and

(b) the *Privacy Act 1988 (Cth)*.

24.3 Disclosure

Nothing in this Agreement prohibits disclosure of Confidential Information which:

(a) is in the public domain otherwise than as a result of a breach of this clause 24.3;

(b) is received from a third party provided it was not acquired directly or indirectly by that third party as a result of a breach of this clause 24.3; or

(c) is required to be disclosed by Law or any government or governmental body, authority or agency having authority over a party.

24.4 Continuing obligation

The obligations of confidentiality under this clause 24 survive the termination of this Agreement and continue until the Confidential Information becomes publicly available other than as a result of a breach of this Agreement.

25. Regulatory Change

25.1 Negotiations

If a Regulatory Change occurs, the Parties must negotiate in good faith to amend this Agreement in order to:

(a) reasonably accommodate the effects of the Regulatory Change on the provision of Services under this Agreement; and

(b) facilitate the ongoing provision of Services under this Agreement, subject to the accommodation of those effects.

25.2 Interim effect

From the occurrence of a Regulatory Change to the date upon which any amendment under clause 25.1 in respect of the Regulatory Change comes into effect:

(a) nothing in this Agreement obliges APA to provide Services, or provide Services in a manner or upon terms, that would place APA in breach of the Law; and

(b) APA will not be liable to Service User for any act or omission in breach of this Agreement if the act or omission is required by, or reasonably incidental to ensure APA's compliance with, the Regulatory Change, provided that APA acts in good faith and treats like Users equitably.

26. General provisions

26.1 Amendment

This Agreement may be amended only by another agreement executed by all Parties.

26.2 Entire agreement

This Agreement:

(a) contains the entire agreement between the Parties with respect to its subject matter as at the date of this Agreement;

(b) sets out the only conduct relied on by the Parties; and

(c) supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

26.3 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

26.4 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that party under this Agreement does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other exercise of it or the exercise of any other power or right under this Agreement. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

26.5 Continuing performance

The obligations contained in this Agreement continue until satisfied in full and do not merge with any action performed or document executed by any Party for the purposes of performance of this Agreement.

26.6 Continuing representations

Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this Agreement.

26.7 Continuing indemnities

Any indemnity given by any Party under this Agreement:

(a) constitutes a liability of that party separate and independent from any other liability of that Party under this Agreement or any other agreement; and

(b) survives and continues after performance of this Agreement.

26.8 Further steps

Each Party must do everything (including executing agreements and documents) necessary or reasonably required by any other Party to give full effect to this Agreement and the transactions contemplated by it.

26.9 No authority to bind another Party

No Party is authorised to bind or to make representations on behalf of another Party, or to pledge its credit, except as expressly provided in this Agreement.

26.10 Relationship of Parties

Nothing in this Agreement is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any Parties.

26.11 Third parties

APA enters into this Agreement for itself and for the benefit of its Related Bodies Corporate. Each Related Body Corporate may enforce the rights conferred on it under this Agreement directly against Service User.

26.12 Rights conferred upon Parties

Subject to clause 26.11, this Agreement confers rights only upon a person expressed to be a Party and not upon any other person.

26.13 Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

26.14 Stamp duty

Service User bears all stamp duty payable or assessed in connection with this Agreement.

26.15 Other rights preserved

Except as otherwise expressly provided in this Agreement, the rights, powers and remedies under this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or equity.

26.16 Governing law

The Laws of the Jurisdiction govern this Agreement.

26.17 Jurisdiction

The Parties submit to the non-exclusive jurisdiction of the courts of the Jurisdiction and courts of appeal from them for determining any dispute concerning this Agreement.

26.18 Attorneys

Each attorney who purports to execute this Agreement on behalf of a party declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney purports to execute this Agreement.

26.19 Counterparts

(a) This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

(b) If this Agreement is signed by any person using an Electronic Signature, the parties:

(i) agree to enter into this Agreement in electronic form;

(ii) consent to either or both Parties signing the Agreement using an Electronic Signature; and

(iii) agree a counterpart may be electronic and signed using an Electronic Signature.

(c) Each signatory to this Agreement confirms that their signature appearing in the Agreement through use of an Electronic Signature, including any print-out (irrespective of which party printed it), is their personal signature authenticating this Agreement.

27. Interpretation

27.1 Rules

These rules of interpretation apply unless the context requires otherwise:

(a) The singular includes the plural, and the converse also applies.

(b) A gender includes all genders.

(c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(e) A reference to a clause, schedule or annexure is a reference to a clause of or a schedule or annexure to this Agreement.

(f) A reference to a thing (including, but not limited to, a right) includes any part of that thing.

(g) A reference to a right includes a remedy, power, authority, discretion or benefit.

(h) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced

except to the extent prohibited by this Agreement or that other agreement or document.

(i) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.

(j) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(k) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(l) A reference to an agreement other than this Agreement includes an undertaking, agreement, deed or legally enforceable arrangement or understanding, whether or not in writing.

(m) An agreement representation or warranty in favour of two or more people is for the benefit of them jointly and each of them individually.

(n) A reference to dollars or $ is to Australian currency.

(o) Mentioning anything after “includes”, “including”, “for example” or similar expressions does not limit what else might be included.

(p) A reference to time is to the time in the capital city of the Jurisdiction.

(q) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

(r) A reference to a body, other than a party to this Agreement (including, but not limited to, an association, authority, corporation, body corporate or institution), whether statutory or not:

(i) which ceases to exist;

(ii) is reconstituted, renamed or replaced; or

(iii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which serves substantially the same purposes or has the same powers or functions.

(s) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

(t) A reference to a “day” means a calendar day unless otherwise specified.

27.2 Headings

Headings are for convenience of reference only and do not affect interpretation.

27.3 Business Day

(a) If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, the act, matter or thing must be done on or by the next Business Day.

(b) Acts, matters or things done after 5.00pm on a Business Day are deemed done on the next Business Day.

27.4 Unit terminology

Terminology used to describe units must, unless otherwise agreed, be in accordance with:

(a) Australian Standard AS ISO1000 - 1998 The International System of Units (SI System) and Its Application;

(b) the National Measurement Act 1960 (Cth);

(c) Australian Standard AS/NZS 1376-1996 Conversion Factors; and

(d) the Australian Gas Association publication Metric Units and Conversion Factors for Use in the Australian Gas Industry.

27.5 Rounding

In this Agreement:

(a) rates or tariffs for the purposes of calculating the Charges are rounded to 6 decimal places; and

(b) all invoicing amounts are rounded to 2 decimal places.

Schedule 1 - Special Conditions

Not applicable.

Schedule 2 – Indicative Site Layout Drawings

[*Survey Plan*]

[*Drawing showing Connection Point*]

Schedule 3 - Construction Specifications and Connection Specifications

Scope of Works

1. Summary of Works

[*Insert*].

2. Interconnection Capacity Requirements

Maximum Allowable Operating Pressure (MAOP)	[*Insert*] kPag
Minimum Delivery Pressure	[*Insert*] kPag
Maximum Flow	[*Insert*] GJ/day

3. Design Basis

Standard	AS2885, AS4041
MAOP	[*Insert*] kPag
Maximum Design Temp	[*Insert*] Degrees Celsius
Minimum Design Temp	[*Insert*] Degrees Celsius

4. Proposed Configuration

The configuration for the connection shall consist of:

- [*Isolation Valve and associated pipework and supports;*
- *Custody Transfer Metering;*
- *SCADA, telemetry and communications; and*
- *ancillary equipment*].

5. Work by APA:

APA will provide the following services in order to deliver the Connection Service:

- overall project management;
- engineering design and management of the project;
- procurement and expediting of materials and equipment;
- fabrication, testing and installation of pipe spools;
- excavation, trenching, backfill and compaction;
- non-destructive testing (**NDT**);
- coating of pipework;

- commissioning of the APA Facility; and
- all other works or services that are not specifically mentioned in this Agreement but can reasonably be inferred as being required for the provision of the Connection Service as if those works or services were expressly stated in this Agreement.

6. Specific Exclusions

The following items are specifically excluded from this scope of works, and will not be delivered by APA as part of the Construction Services:

- land tenure related items, including but not limited to traditional owner, cultural heritage and all environmental approvals, in relation to any area that does not form part of the APA Site;
- connection of facilities downstream of the Connection Point;
- materials and components downstream of the Connection Point;
- commissioning of the downstream interconnected plant; or
- technical review and mitigation measures of electrical interference to existing or proposed gas pipelines and facilities induced by Service User's high voltage plant.

7. Service User Works

[*Insert if Service User Works apply in the Details*]

8. Service User Provided Items

The following items to be provided by the Service User at the Service User's cost are as follows:

[*Insert*]

Schedule 4 – Target Cost Estimate

The following table provides an estimate of the costs for the Construction Services.

Item	APA Indicative Cost
Approvals & Validations	[ ]
Engineering & Design & Procurement	[ ]
Construction & Commissioning	[ ]
Indirect Delivery Costs	[ ]
Target Cost Estimate (total)	**[ ]**

1. Note that the Target Cost Estimate quoted in the above table is:

   - indicative only;
   - exclusive of the Margin for Construction Services; and
   - exclusive of GST.

2. Note that the actual amounts to be invoiced for the Construction Services may differ from the amounts shown in the table above. Invoicing shall be completed on a monthly basis.