Standing Terms and Conditions of Access

Allgas Gas Network

Allgas Energy Pty Limited

(National Gas Rules, Rule 101C)

Contents

Standing Terms and Conditions of Access (National Gas Rules, Rule 101C) i

1. Details Schedule 1

2. Services 1

3. Capacity management 1

4. Metering 4

5. Network pressures 5

6 Gas specifications 6

7 Ownership of gas 7

8 Charges, invoicing and payments 8

9 Variations to charges 11

10 Information and assistance 11

11 Access to premises 11

12 Interruptions for maintenance 12

13 Insurance 14

14 Warranties, indemnities and limitation of liability 15

15 Confidentiality 16

16 Dispute resolution 16

17 Settlement of industrial disputes 17

18 Termination 17

19 Force Majeure 18

20 Assignment 19

21 Notices 19

22 Miscellaneous provisions 20

23 Definitions 21

Allgas Gas Network

Standing Terms and Conditions of Access (National Gas Rules, Rule 101C)

The service provider owns the Network which is a non-scheme pipeline for the purposes of the National Gas Law and Rules.

The service provider publishes these terms and conditions in accordance with *National Gas Rules* Rule 101C.

The National Gas Rules require service provider, as a provider of pipeline services, to publish on its website the prices on offer for network services and the other terms and conditions of access to those services.

Please note:

1. These standing terms and conditions apply to the Network as at the date of publication and may change from time to time as determined by service provider.

2. All services are negotiated to meet users' haulage requirements. The availability of services depends on the nature of the services requested and the capacity of the Network.

3. The actual terms and conditions of any haulage service negotiated between the service provider and the user will be governed solely by the terms and conditions set out in the agreement signed by the parties. Nothing in this document implies terms or conditions in that agreement.

4. The service provider reserves the right to negotiate different rates and service terms and conditions with different users, subject to the service provider's statutory obligations.

Standing Terms and Conditions of Access

1. Details Schedule

Network:	Allgas Gas Network
Service Provider:	Allgas Energy Pty Limited ABN 52 009 656 446
Charges/rates:	As published on service provider's website

2. Services

2.1 Provision of Services

The terms and conditions below apply to the provision of the Services. Other services may be available and can be negotiated with service provider. In each case the applicable rates for other services will be determined by negotiation.

2.2 Determination of Customer

Service provider will determine from time to time whether an End User is a Volume Customer or a Demand Customer. This determination is binding on the User.

2.3 Operation and Management

Service provider will ensure that the Network is operated and managed in accordance with the Rules and with applicable laws and any relevant standards which apply from time to time.

3. Capacity management

3.1 Quantity Delivered

The MHQ of Natural Gas which service provider must transport to each Delivery Point is limited to the Agreed Demand.

The MDQ of Natural Gas which service provider transports to each Delivery Point is not limited.

3.2 MDQ Overruns

Where a Demand Customer Delivery Point has Interval Metering and a Demand Customer's actual MDQ exceeds their nominated MDQ at that Demand Customer Delivery Point:

(a) for the first time in a 12 Month period, service provider will not adjust the nominated MDQ; or

(b) for the second time in a 12 Month period, the nominated MDQ will be adjusted to reflect the highest recorded MDQ in that period, and the adjusted MDQ will be binding on the Demand Customer.

3.3 Reduction in MDQ

This clause applies only to Demand Customers.

3.3.1 Request for Reduction in MDQ

Subject to clauses 3.3.6 and 3.3.7, if:

(a) the Demand Customer to whom Natural Gas is supplied at a Demand Customer Delivery Point experiences a permanent, material change in its requirements for Natural Gas at that Demand Customer Delivery Point such that its daily Natural Gas requirements are significantly less than the current MDQ for that Demand Customer Delivery Point; or

(b) for a period of not less than 12 Months the Customer has not, on any Network Day, taken delivery of a quantity of Natural Gas at the Demand Customer Delivery Point equal to or in excess of 90% of the MDQ; and

(c) a reduction to the MDQ for that Demand Customer Delivery Point will not unreasonably jeopardise service provider's ability to recover capital expended by service provider in installing infrastructure to serve that Demand Customer Delivery Point; and

(d) there is no contractual arrangement in place in respect of the Demand Customer Delivery Point requiring the User to make payments, based on the current MDQ, for a minimum term to enable service provider to recover, from the User, capital expended by service provider in installing infrastructure to serve that Demand Customer Delivery Point, then the User may, request the MDQ for that Delivery Point be reduced in accordance with the procedures in this clause 3.3.

3.3.2 Form of request

A request to service provider seeking a reduction in the MDQ under clause 3.3.1 must:

(a) be in writing;

(b) nominate a particular Day from which the MDQ for that Delivery Point be varied to reflect the Customer's changed Natural Gas requirements (Specified Date). The Specified Date must be the first calendar day of a subsequent Month but no less than four weeks after the date of receipt of request;

(c) state that it is made pursuant to this clause 3.3;

(d) set out the new MDQ proposed by the User (Requested MDQ);

(e) be supported by evidence reasonably satisfactory to service provider to justify the Requested MDQ nominated by the User, including evidence:

(i) of the nature and reason for the change in the Demand Customer's Natural Gas requirements; and

(ii) that the Demand Customer's Natural Gas requirements for each Day will not exceed the Requested MDQ.

The evidence supplied to service provider must be accompanied by a statement, from an authorised officer of the Demand Customer, attesting to the accuracy of the evidence.

3.3.3 Consideration of Request

(a) Service provider will consider a request lodged in accordance with clauses 3.3.1 and 3.3.2 and will advise the User within four weeks of the date of request whether the request has been approved.

(b) Service provider will not unreasonably withhold its acceptance of a request lodged in accordance with clauses 3.3.1 and 3.3.2.

3.3.4 Matters to be Considered

Service provider will have regard to the following factors when considering a request under clause 3.3.3:

(a) the permanency of any change in the relevant Demand Customer's requirements for Natural Gas;

(b) the long-term trend of the Demand Customer's demand for Natural Gas at the relevant Demand Customer Delivery Point, as derived from:

(i) historical data about the quantities of Natural Gas delivered through that Demand Customer Delivery Point; and

(ii) any reasoned forecasts of the Demand Customer's expected future demand for Natural Gas at that Demand Customer Delivery Point;

(c) the extent to which, the proposed reduction will compromise service provider's ability to recover the capital expenditure service provider incurred in relation to the relevant Demand Customer Delivery Point, including whether service provider has any contractual right to recover such expenditure from the User or someone else; and

(d) any other factors that service provider considers relevant, acting reasonably.

3.3.5 Acceptance of Request

Where service provider agrees to a request made in accordance with clauses 3.3.1 and 3.3.2, then the MDQ for the relevant Demand Customer Delivery Point will be reduced to the Requested MDQ on and from the Specified Date.

3.3.6 Request for Explanation

Service provider must provide the User with an explanation of its decision to reject a request under this clause 3.3 upon request as soon as practicable.

3.3.7 Subsequent Adjustment of MDQ

(a) Subject to clause 3.3.8, nothing in this clause 3.3 prevents or limits any subsequent adjustment to the MDQ for a Demand Customer Delivery Point in accordance with any other clause of the agreement.

(b) Nothing in this clause 3.3 prevents a new MDQ for a Demand Customer Delivery Point to be agreed on when the Demand Customer at the Demand Customer Delivery Point changes.

3.3.8 Subsequent Requests

Where the MDQ for a Demand Customer Delivery Point has been reduced under this clause 3.3, then the User will not be entitled to make a further request for the same Demand Customer to service provider to reduce the MDQ at that Demand Customer Delivery Point until at least one Year has elapsed since the date that the MDQ was last reduced in accordance with this clause 3.3.

3.3.9 Non-Acceptance of Previous Request

Where a request lodged under clause 3.3.1 is not accepted by service provider, then the User will not be entitled to make a further request for the same Demand Customer to service provider to reduce the MDQ at that Demand Customer Delivery Point until at least six Months has elapsed since the date of lodgement of the most recent request under clause 3.3.1.

3.4 Authorisation

Notwithstanding clauses 3.1 and 3.2, the User authorises service provider to deliver through each Delivery Point the quantity of Natural Gas supplied by service provider through that Delivery Point (whether the delivered quantity of Natural Gas is or is not specifically authorised by the User or the End User).

3.5 Network Limitations

At no time will service provider have any obligation to deliver more Natural Gas through any Delivery Point than is possible given the technical, physical or other limitations of the Network and the pressure and flow-rate of the Natural Gas within the Network. Service provider will not connect a new Delivery Point to the Network unless the system has sufficient capacity to sustain that End User. Service provider will maintain the Network in accordance with legislative and statutory requirements where relevant and, to the extent not covered by legislation, in accordance with good engineering and industry practice.

3.6 Gas Balancing

At all times during the Term, the User must ensure that the aggregate quantity of Natural Gas delivered through each Receipt Point by or for the account of the User is equal to the aggregate quantity of Natural Gas delivered to or for the account of the User through each Delivery Point, after accounting for Unaccounted for Gas.

3.7 Quantity Received

Service provider may determine the quantity of Natural Gas delivered through each Receipt Point by or for the account of the User on a reasonable basis, and this determination binds the User.

4. Metering

4.1 General Obligations

4.1.1 Provision of Metering Equipment

Service provider will ensure each Delivery Point has Metering in accordance with applicable laws and any relevant standards that apply from time to time, to measure the volume of Natural Gas delivered through that Delivery Point.

4.1.2 Maintenance

Service provider will ensure that all Metering is maintained in a reasonable condition throughout the Term, in accordance with applicable laws and any relevant standards that apply from time to time.

4.1.3 Meter Accuracy

The accuracy of Metering at any Receipt Point or Delivery Point is in accordance with applicable laws and any relevant standards that apply from time to time.

4.1.4 Correction of Readings

If service provider is required to correct previous readings under clause 4.1.3:

(a) the correction must reflect:

(i) the actual volume of Natural Gas delivered; or

(ii) a reasonable estimate of the volume of Natural Gas delivered,

since the date of the last reading taken from the Metering or, if later, the last date on which the Metering was tested and the measurements found to be within the Allowable Margin of Accuracy;

(b) the correction will be binding on the User; and

(c) service provider must recalculate the Charges for the relevant Delivery Point, and debit the User any underpayment or credit the User any overpayment, in the next tax invoice issued in accordance with clause 8.

4.2 Meter Reading

4.2.1 Scheduled

Service provider will use best endeavours to ensure that the Metering:

(a) at each Delivery Point of a Volume Customer is read at least every three Months; and

(b) at each Delivery Point of a Demand Customer is read at least monthly.

4.2.2 Special

The User may request service provider to make special readings of the Metering at any Delivery Point at the User's cost. The cost of the special reading:

(a) will be published on service provider’s website;

(b) must be paid by the User if the reading is not taken because service provider is unable to obtain safe, reasonable and unhindered access pursuant to clause 11; and

(c) will be refunded by service provider if the scheduled reading taken is found to be in error.

4.2.3 No Measurements

If the volume of Natural Gas delivered at any Delivery Point during any period is not measured by the Metering at that Delivery Point for any reason whatsoever, service provider may estimate the volume of Natural Gas delivered at that Delivery Point during that period on a reasonable basis and this will bind the User.

5. Network pressures

5.1 Receipt Point Pressures

5.1.1 User's Obligation

The User will arrange for the delivery of Natural Gas at each Receipt Point within a pressure range as reasonably nominated from time to time by service provider.

5.1.2 Failure to Comply

If the User is in breach of clause 5.1.1, service provider may:

(a) curtail or interrupt deliveries through any Receipt Point or any Delivery Point;

(b) flare or otherwise dispose of Natural Gas in the Network; or

(c) take whatever steps service provider considers necessary or desirable,

to increase or reduce the pressure of Natural Gas within the Network or to avoid any threat to persons or property.

5.2 Delivery Point Pressures

5.2.1 Service provider's Obligation

Subject to the technical, physical or other limitations of the Network, service provider will deliver Natural Gas at each Delivery Point at a minimum pressure of 1.125kPa, but always within the pressure range specified by service provider or in accordance with any pressure range prescribed by law, if applicable, from time to time.

5.2.2 Failure to Comply

Service provider will not breach its obligations under clause 5.2.1 where its failure to comply with that clause is due to:

(a) the technical, physical or other limitations of the Network, not otherwise due to the negligent act or omission of service provider;

(b) insufficient Natural Gas being delivered into the Network; or

(c) delivery of Natural Gas into the Network at pressures outside the limits specified from time to time by service provider,

whether or not service provider knew, or ought to have known, of those facts or matters at any time.

5.2.3 No Implied Obligation

To avoid any doubt, service provider is not under an obligation to modify, or cause to be modified, the technical, physical or other limitations of the Network other than to ensure that the safety and integrity of the Network is maintained.

6 Gas specifications

6.1 Odourisation

Service provider will ensure that all Natural Gas in the Network is odourised in accordance with applicable laws and any relevant standards which apply from time to time.

6.2 Quality of Gas – User

The User must:

(a) ensure all arrangements in relation to the delivery of Natural Gas to the Delivery Points, including the Delivery Point Facilities, are in accordance with any applicable laws and relevant standards which apply from time to time; and

(b) deliver, or cause to be delivered, at each Receipt Point, Natural Gas which meets the gas specifications stipulated in applicable laws and relevant standards from time to time.

6.3 Quality of Gas – Service provider

Service provider must ensure that the quality of the Natural Gas, delivered at each Receipt Point, is maintained at the gas specifications stipulated in applicable laws and relevant standards from time to time.

6.4 Failure to Comply

If the User is in breach of clause 6.2, service provider is not required to provide the Services and may:

(a) curtail or interrupt deliveries through any Receipt Point or any Delivery Point;

(b) flare or otherwise dispose of Natural Gas in the Network; or

(c) take whatever steps service provider considers necessary or desirable,

to ensure the Natural Gas within the Network meets the gas specifications stipulated in applicable laws and relevant standards from time to time or to avoid any threat to persons or property.

7 Ownership of gas

7.1 Warranty of Title

The User warrants that:

(a) the User has good title to all Natural Gas delivered into the Network at each Receipt Point, which is free and clear of all mortgages, charges and other encumbrances;

(b) the User has fulfilled all obligations, including regulatory and contractual, necessary for the User to supply Natural Gas at each Receipt Point for transportation by service provider under the agreement; and

(c) the User has the right to supply Natural Gas at each Receipt Point for transportation by service provider under the agreement.

7.2 Ownership

Upon receipt of Natural Gas at a Receipt Point:

(a) the Natural Gas, except Unaccounted for Gas, shall remain the property of the User within the Network; and

(b) Unaccounted for Gas shall become the property of service provider within the Network.

7.3 Commingling

The Natural Gas received at any Receipt Point may be commingled with other Natural Gas in the Network. Service provider is entitled to deliver Natural Gas in a commingled state to each Delivery Point.

8 Charges, invoicing and payments

8.1 Security

Service provider may require a User to:

(a) provide reasonable security, the type and extent to be reasonably determined by service provider, for the performance of the User's obligations under the agreement; and

(b) demonstrate to service provider's reasonable satisfaction the User's ability to meet all financial obligations under the agreement.

8.1.1 When Security Undertaking is Required

In applying clause 8.1, service provider may request the User to procure an undertaking under clause 8.1.2 if, at the time of the request the User cannot demonstrate that:

(a) it is rated and has an Acceptable Credit Rating; or

(b) the performance of the User's obligations under the agreement are guaranteed (on terms acceptable to service provider) by a Credit Support Guarantor.

8.1.2 Undertaking

Subject to clause 8.1.1, the User must give to service provider within 10 Business Days after service provider's request under clause 8.1.1, an unconditional and irrecoverable undertaking (Credit Support) in favour of service provider for an amount not less than the amount payable by the User to service provider under the agreement for the three Months following the request, such amount is to be reasonably estimated by service provider (Required Amount). The Credit Support must be issued to either an Australian Bank and another financial institution approved by service provider on terms acceptable to service provider to secure the due and punctual performance of the User's obligations under the agreement.

8.1.3 Suspend Reference Services

If, within 10 Business Days after service provider's request under clause 8.1.2 the User fails to provide the Credit Support, service provider may suspend the provision of Services until the User provides service provider with the Credit Support.

8.1.4 Call on the Credit Support

Service provider may only call on the Credit Support to convert it into money if the User has failed to pay any amount due and owing to service provider in connection with the agreement within 5 Business Days of service provider issuing a written notice of demand requiring payment.

8.1.5 User not to Restrain

Subject to service provider complying with clause 8.1.4, the User must not take any steps to seek an injunction or otherwise restrain:

(a) any issuer of the Credit Support from paying service provider pursuant to the Credit Support;

(b) service provider from taking any steps for the purposes of making a demand against the Credit Support; or

(c) service provider using the money obtained in the calling on the Credit Support.

8.1.6 Maintenance of Required Amount

If, at any time, the uncalled Credit Support is less than the Required Amount, the User must, within 10 Business Days of service provider's request, increase the amount of the Credit Support to the Required Amount.

8.1.7 Refund of Balance

Any balance of the Credit Support outstanding after payment of all amounts owing by the User to service provider in connection with the agreement will be paid to the User (or cancelled or returned to the User, as appropriate or advised by the User) following termination of the agreement.

8.1.8 No Prejudice of Rights

Service provider's exercise of its rights under this clause 8.1 does not prejudice any other rights which service provider may have in respect of any outstanding amount owed by the User.

8.2 Obligation to Pay Charges

In consideration for the Services provided, or to be provided under the agreement, the User must pay service provider the Charges in accordance with this clause 8.

8.3 Invoicing

Service provider will use reasonable endeavours to provide, either in writing or by electronic means, a tax invoice (Tax Invoice) by the fifth Business Day of each Month, specifying an itemised list:

(a) of the amounts due in respect of the Services supplied to the User in the preceding Month;

(b) of any other item agreed between the parties; and

(c) describing each item with sufficient information to enable the User to reconcile the Charges at an individual customer level.

Any failure to provide the Tax Invoice within this period does not limit or restrict the rights of service provider in relation to the amounts due under the agreement.

8.4 Payment

The User shall pay the aggregate amount stated in the Tax Invoice within 10 Business Days of the date of the Tax Invoice (the Due Date). Payment may be made by electronic funds transfer to a nominated bank account or such other means as previously agreed to in writing between the parties. If the Due Date is not a Business Day, then payment shall be made on or before the preceding Business Day.

Notwithstanding clause 8.6, the User shall pay the full amount of any disputed invoice in accordance with this clause.

8.5 Failure to Pay the Tax Invoice

If the Tax Invoice is not paid by the Due Date:

(a) Service provider may require the User to pay interest on the overdue amount, calculated on a daily basis at the Rate plus 2% per annum from the Due Date to the date of payment;

(b) Service provider may issue a written notice of demand requiring payment of the amount within 7 Business Days from the date the notice of demand is delivered to User; and

(c) if the amount is not paid within the time specified in the notice of demand, service provider may:

(i) suspend provision of the Services to the User; or

(ii) terminate the agreement in accordance with clause 18.

8.6 Disputed Tax Invoices

If the User disputes part or all of the Tax Invoice:

(a) the User shall, within 7 Business Days after receipt of the Tax Invoice, notify service provider in writing specifying the amount in dispute and the reasons for the dispute;

(b) each party shall nominate an officer who shall meet with the other party's officer to try to resolve the dispute; and

(c) if those officers fail to resolve the dispute within 20 Business Days, each party shall comply with clause 16.

8.7 Incorrect Tax Invoices

If it comes to the attention of either party that the User has been overcharged or undercharged:

(a) the party, upon becoming aware of the error, must notify the other party of the error;

(b) service provider must verify the error and the amount undercharged or overcharged;

(c) within 25 Business Days of the notification under paragraph (a), service provider may issue an amended tax invoice or if the Tax Invoice has been paid, credit the User's account in respect of the amount in error.

The User may not claim from service provider any amount overcharged if more than 12 Months has elapsed since the date of the Tax Invoice in which the overcharge occurred except for any claims that the User is required to pursue by law on behalf of a customer of the User.

Service provider may not claim from any User any amount undercharged if more than 12 Months has elapsed since the date of the Tax Invoice in which the undercharge occurred.

8.8 Interest on Disputed or Incorrect Amount

If either party makes a payment under clause 8.6 or 8.7, the party can be required to pay interest on that amount, calculated daily at the Rate plus 2% per annum, from the Due Date.

8.9 Adjustment Where Tax Invoice Estimated

If information is unavailable to service provider at the beginning of a Month to allow preparation of the Tax Invoice based on actual Charges, (Estimated Month) service provider shall use estimated information to prepare the Tax Invoice. In the Month that information becomes available (Current Month) with respect to these actual Charges, the Tax Invoice for the Current Month shall be adjusted to reflect the difference between the actual and estimated Charges of the Estimated Month. Neither service provider nor the User shall be entitled to the payment of interest on any adjustment under this clause 8.9.

9 Variations to charges

Service provider will vary charges for the Services provided under the agreement as published by service provider on its website.

If there is a change in law (other than to the extent it relates to new or amended income or capital gains taxes) which results in a change in the relevant costs of service provider or its Related Bodies Corporate by more than a trivial amount, the Parties must adjust the amounts payable by the User under the agreement or make provision for a lump sum payment of compensation or another form of adjustment for the Net Financial Effect experienced by service provider as a consequence of the change in law.

Service provider may recover from the User the amount by which a New Impost or Carbon Costs increases service provider's costs of providing the Services under the agreement by more than a trivial amount.

10 Information and assistance

Each party will provide to the other party in a timely manner whatever information, assistance and co-operation the other party might reasonably require from time to time in connection with the agreement. Either party may charge a fee to cover costs reasonably incurred in connection with the provision of the information.

The User will procure the User's End Users, or Transmission Pipeline Operator, to provide to service provider at no cost and in a timely manner whatever information, assistance and co-operation service provider might reasonably require from time to time in connection with the agreement.

11 Access to premises

11.1 User's Obligation

The User must:

(a) grant service provider, its employees, servants and agents safe, reasonable and unhindered access and any easement, licence or other document which service provider reasonably requires to assure service provider its right of access, to enter any premises owned by the User upon which facilities connected to the Network are located; and

(b) use reasonable endeavours to assist service provider, its employees, servants and agents to gain safe, reasonable and unhindered access, including the grant of any easement, licence or other document which service provider reasonably requires to assure service provider its right of access, to enter any premises owned by a third party, including the User's End User, upon which facilities connected to the Network are located,

so that service provider may perform its obligations or exercise any rights under the agreement.

11.2 Service provider's Obligation

Prior to exercising any rights conferred by clause 11.1, service provider must take all reasonable steps to ensure its employees, servants and agents who enter the premises cause as little inconvenience to the User as possible and observe relevant safety and security procedures in providing the Services under the agreement.

12 Interruptions for maintenance

12.1 Immediate Repairs or Maintenance

After providing the User as much notice as is reasonable in the circumstances (except in an emergency when no notice is required), service provider shall be entitled to curtail or interrupt provision of the Services:

(a) to protect the operational integrity and safe operation of the Network; or

(b) to comply with any applicable laws and regulations; or

(c) in any other situation when immediate repairs or maintenance are required.

Service provider, when undertaking localised curtailment or interruption to the provision of the Services, will do so in a manner that treats similar Users the same.

12.2 Planned Repairs or Maintenance

If Service provider proposes to carry out any planned work which may affect its ability to provide Services to the User, service provider shall give the User reasonable notice of the planned work and after consultation with the User, shall in carrying out that work, use all reasonable endeavours to avoid or minimise any disruption or curtailment to the Services as is reasonable in the circumstances.

12.3 Supply Curtailment

12.3.1 Right to Curtail

Subject to clauses 12.3.2 and 12.3.3, service provider may interrupt or curtail deliveries of Natural Gas through the Network (whether to or for the account of the User or to or for the account of any other person):

(a) where necessary to permit maintenance, repairs, improvements or alterations to the Network or any part of it;

(b) where necessary to protect the operational integrity of the Network or any part of it or to ensure the safe and efficient operation of the Network or any part of it;

(c) where the Quantity of Natural Gas delivered into the Network or any part of it is insufficient to meet demand; or

(d) in the event of an emergency or where necessary to avert danger to persons or property or to comply with any law.

12.3.2 Notice of Curtailment

Service provider will give the User or the User's End Users at least four Business Days' notice whenever service provider proposes to interrupt or curtail deliveries of Natural Gas to or for the account of the User in order that service provider may undertake Planned Maintenance or augment the Network.

Whenever service provider proposes to interrupt or curtail deliveries of Natural Gas to or for the account of the User for any reason (other than an emergency), service provider will give the User whatever notice is reasonable in the circumstances.

12.3.3 Order of Priority

If service provider proposes to interrupt or curtail deliveries of Natural Gas pursuant to clause 12.3 and it has a choice about which deliveries it will interrupt or curtail, or the order in which it will interrupt or curtail deliveries, then, to the extent that it is practicable to do so, service provider will endeavour to interrupt or curtail deliveries in the following descending order of priority:

(a) Interruptible Delivery Points;

(b) Demand Customer Delivery Points with alternative fuel sources;

(c) Demand Customer Delivery Points with the ability to shut down their plant or operations with minimal disruption;

(d) Demand Customer Delivery Points which are capable of releasing the greatest capacity to that part or parts of the Network in respect of which load shedding is required;

(e) other Demand Customer Delivery Points;

(f) Volume Customer Delivery Points that are not Domestic Delivery Points;

(g) Domestic Delivery Points;

(h) emergency or essential services (such as hospitals).

Where two or more Delivery Points fall within a particular category specified in this clause, service provider may interrupt or curtail deliveries to those Delivery Points in such order as service provider determines having regard to the relevant circumstances, but service provider will not select which of those Delivery Points to curtail or interrupt based on the identity of the User.

12.3.4 Categorisation of Delivery Points

For the purposes of clause 12.3, service provider will determine, on a reasonable basis, into which category any particular Delivery Points falls, based on its actual knowledge of the Delivery Point. Service provider's determination will bind the User.

12.3.5 User Information

The User must give service provider whatever information service provider reasonably requests from time to time to enable service provider to interrupt or curtail deliveries of Natural Gas pursuant to the agreement. That information may include (but is not limited to) emergency contact details for the User and for the User's End Users (as appropriate).

12.3.6 Updates

The User must give service provider whatever additional information is necessary from time to time to ensure that all information given to service provider pursuant to the previous clause remains true, correct and up to date.

12.3.7 Assistance

The User must give service provider (and must cause or procure each User's End User to give service provider) whatever assistance service provider reasonably requests from time to time to interrupt or curtail deliveries of Natural Gas to or for the account of the User.

13 Insurance

13.1 User's Obligation

The User must:

(a) take out valid insurance policies with insurers approved by service provider, such approval not being unreasonably withheld, against whatever risks service provider reasonably specifies from time to time by notice to the User, including:

(i) workers' compensation insurance in accordance with statutory requirements, including cover for unlimited common law liability;

(ii) all risks property damage insurance providing indemnity against any damage, loss or destruction of the User's plant and equipment connected to the Network; and

(iii) public and products liability insurance for an amount of not less than $10 million providing indemnity against any risk of loss, destruction, damage, death or injury to property or third parties; and

(b) whenever reasonably requested by service provider, give service provider a certificate of currency for the insurance.

13.2 Claims

In dealing with claims or potential claims against the insurance policy arising from an event in relation to the Network maintained by the User under the agreement, the User must:

(a) promptly notify service provider of the event which gives rise to, or may give rise to, the claim; and

(b) take whatever steps service provider reasonably requires to enforce settlement of the claim.

13.3 Failure to Insure

If the User fails to obtain or maintain any insurance under clause 13.1:

(a) the User must promptly notify service provider of the breach; and

(b) service provider may proceed to obtain and maintain that insurance on behalf of the User, at the User's expense.

14 Warranties, indemnities and limitation of liability

14.1 Indirect or Consequential Loss

Notwithstanding any clause of the agreement, neither service provider nor the User will be liable for any Consequential Loss arising out of or in connection with the agreement.

14.2 Claim by the User

If the User has any claim against service provider arising out of or in connection with the agreement the User must promptly notify service provider in writing, including sufficient details of the claim to enable a reasonable assessment by service provider.

14.3 Limit of Liability

Notwithstanding any other provision of the agreement, any claim or claims by one party against the other party arising out of or in connection with the agreement shall except for the matters noted in paragraphs (a) to (c) be limited to $100,000 in total in any one calendar Year:

(a) obligations to pay money in respect of services provided under or in connection with the agreement;

(b) the User's obligation to provide gas to the specification, pressure and quality required under the agreement; and

(c) the indemnity set out in clause 14.5 of the agreement.

14.4 Implied Warranties

In respect of implied conditions and warranties:

(a) service provider excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (Non- excludable Warranty);

(b) service provider's liability to the User for breach of a Non-excludable Warranty (other than an implied warranty of title) is limited, at service provider's option, to refunding the price of the goods or services in respect of which the breach occurred or to providing, replacing or repairing those goods or providing those services again but in either case shall not exceed the amount of $100,000; and

(c) nothing in the agreement excludes or limits the application of any provision of any statute (including the *Competition and Consumer Act 2010*) where to do so would:

(i) contravene that statute; or

(ii) cause any part of the agreement to be void.

14.5 Indemnities

Service provider will make good or pay compensation to an equivalent value for damage to property caused by service provider or its agents in installing, reading or servicing equipment used for the purpose of delivering Natural Gas.

The User indemnifies service provider and its employees, agents and contractors, against all liabilities, losses, damages, costs and expenses suffered or incurred by service provider or its employees, agents and contractors as a result of:

(a) breach by the User of its obligations under the agreement;

(b) breach by the User of any of its warranties made or deemed to have been made under the agreement;

(c) damage to any Receipt Point, any Delivery Point, any Metering or any other part of the Network, that is caused by the act or omission of the User or any of the User's End Users or any of their respective employees, agents, contractors or invitees;

(d) death or personal injury of any person resulting from an act or omission of the User or any of the User's End Users or any of their respective employees, agents, contractors or invitees;

(e) any claim by any third party, including any of the User's End Users, in respect of any injury, loss, damage, costs or expenses of any kind arising out of or in connection with the agreement or resulting directly or indirectly from the operation, maintenance, repair, administration or management of the Network or any part of it; and

(f) the imposition of costs, charges, royalties, excises or taxes.

15 Confidentiality

15.1 User's Obligations

The User:

(a) may use Confidential Information only for the purposes of the agreement; and

(b) must keep confidential all Confidential Information, except if disclosure is permitted by clause 15.2.

15.2 Disclosure

The User may disclose Confidential Information:

(a) to the extent required by law; and

(b) to its employees, servants and agents for the purposes of the agreement, having first directed its employees, servants and agents to keep confidential all Confidential Information.

15.3 Service provider's Obligations

Service provider is bound by clause 16 of the Rules regarding the confidentiality of information disclosed by Users.

15.4 Survival

This clause 15 will survive the termination or expiration of the agreement.

16 Dispute resolution

A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of the agreement (Dispute) unless it has complied with the following procedure:

(a) a party claiming that a Dispute has arisen must notify the other party to the Dispute giving details of the Dispute;

(b) during the 20 Business Day period after a notice is given under paragraph (a) (or longer period agreed in writing by the parties to the Dispute) (Initial Period) each party to the Dispute (Disputant) must use its reasonable efforts to resolve the Dispute;

(c) if the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute must be referred for mediation, at the request of either Disputant;

(d) a Dispute referred for mediation under paragraph (c) must be dealt with in the following manner:

(i) the mediator will be appointed by the Institute of Arbitrators & Mediators Australia;

(ii) the mediation process and timetable will be chosen by the mediator but must be completed within 20 Business Days of referral to mediation;

(iii) any determination of the mediator will not be binding on the parties unless the parties agree to be bound in writing;

(iv) information relating to the subject matter of the Dispute must remain confidential to the parties; and

(v) if the Dispute is not resolved within 20 Business Days of being referred to mediation, the mediation process will terminate at the expiry of that period;

(e) each Disputant must bear its own costs of complying with this clause and the Disputants must bear equally the costs of any mediator engaged; and

(f) each party must continue to comply with the agreement notwithstanding the existence of a Dispute under this clause.

17 Settlement of industrial disputes

Notwithstanding any other provision in the agreement, the parties agree that the settlement of strikes, lockouts and other industrial disturbances affecting the Network shall be entirely within the discretion of service provider.

18 Termination

18.1 Default by the User

If the User:

(a) suffers an Insolvency Event; or

(b) defaults in the payment of any moneys owing following receipt of a notice of demand under clause 8.5; or

(c) defaults in the performance of any obligations under the agreement, other than the payment of any moneys owing and, where such default is capable of remedy, fails to remedy or remove the cause or causes of default within 15 Business Days from

the receipt of written notification from service provider requiring the User to remedy or remove the default,

Service provider may at its sole discretion:

(a) suspend the Services to the User until:

(i) all moneys in default plus interest at the Rate plus 2% per annum have been paid; or

(ii) any other default, including the Insolvency Event, has been remedied or removed; and/or

(b) terminate the agreement by notice, with immediate effect upon receipt.

18.2 Default by service provider

If service provider suffers an Insolvency Event or defaults in the performance of material obligations under the agreement and, where such default is capable of remedy, fails to remedy or remove the cause or causes of the default within 15 Business Days from the receipt of written notification from the User requiring service provider to remedy or remove the default, then the User may terminate the agreement by notice with immediate effect upon receipt.

18.3 After Termination

After termination of the agreement, service provider and the User have no further rights or obligations under the agreement except:

(a) under Parts 8, 14, 15 and clause 18.6 which continue in full force and effect; and

(b) the User is still obligated to pay moneys owing.

18.4 Costs

Without notice to the User, any costs reasonably incurred by service provider in remedying a default under clause 18.1 may be treated as a liquidated debt payable by the User.

18.5 Additional Rights and Remedies

The termination rights and remedies set out in this clause 18 are in addition to and not in substitution for any other rights or remedies available to each party whether pursuant to this agreement, at law, in equity or otherwise.

18.6 Effect of Termination

Termination by a party shall be without prejudice to any accrued rights or remedies of either party which are expressed to survive termination.

19 Force Majeure

19.1 Effect of Force Majeure

If a Force Majeure Event affecting a party precludes that party (Precluded Party) partially or wholly from complying with its obligations, except its payment obligations under clause 8 of the agreement, then:

(a) as soon as reasonably practicable after that Force Majeure Event arises, the Precluded Party must notify the other party of:

(i) the Force Majeure Event;

(ii) which obligations the Precluded Party is precluded from performing (Affected Obligations);

(iii) the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations (Precluded Extent); and

(iv) the expected duration of the delay arising directly out of the Force Majeure Event;

(b) the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the actual delay arising directly out of the Force Majeure Event (Actual Delay); and

(c) the other party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

19.2 Termination

If the Actual Delay continues for more than six Months, the other party may terminate the agreement immediately by giving notice to the Precluded Party.

20 Assignment

20.1 The User

The User must not transfer, assign or otherwise deal with the agreement or any rights under the agreement except in accordance with service provider’s consent.

20.2 Service provider

Service provider may:

(a) transfer or assign its rights and obligations under the agreement to any person; and

(b) mortgage, charge or otherwise encumber any of its rights or obligations under the agreement in favour of any person.

20.3 Effect of Assignment

If service provider exercises its right under clause 5.1(a), service provider will be automatically released and discharged from its rights, obligations and liabilities under and in relation to the agreement.

21 Notices

21.1 Written Notice

Unless otherwise agreed, a party notifying under the agreement must do so in writing:

(a) directed to the recipient's address; or

(b) hand delivered or sent by prepaid post to that address.

Service provider's address and telephone numbers is:

General Manager Networks

Level 6

400 King William Street

Adelaide SA 5000

PO Box 6014

Halifax Street SA 5000

Ph 08 8113 9000

21.2 When Notice Received

A notice given in accordance with clause 21.1 is taken to be received:

(a) if hand delivered, on delivery; or

(b) if sent by prepaid post, three Business Days after the date of posting.

22 Miscellaneous provisions

22.1 Authority to Sign

Each party warrants that it has authority to sign the agreement and that such authority has not been revoked. Each representative signing the agreement warrants that:

(a) the authority under which the representative has been appointed to sign the agreement on behalf of each party is effective; and

(b) the representative has received no notice of the termination (including any event which would constitute termination by operation of law) of the authority to sign the agreement on behalf of each party.

22.2 Waiver

The failure of a party at any time to require performance of any obligation under the agreement is not a waiver of that party's right:

(a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and

(b) at any other time to require performance of that or any other obligation under the agreement.

22.3 Rights, Powers and Remedies

Each right, power and remedy of each party under the agreement is in addition to any other right, power and remedy of each party under the agreement or at law. The exercise by a party of any one right, power or remedy will not preclude the simultaneous or subsequent exercise of any right, power or remedy.

22.4 Governing Law

The agreement is governed by the law applicable in Queensland. Each party submits to the jurisdiction of the courts of Queensland.

22.5 Severability

Part or all of any provisions of the agreement that is illegal or unenforceable may be severed from the agreement and the remaining provisions of the agreement continue in force.

22.6 No Benefit to Other Persons

Neither service provider nor the User intends that the provisions of the agreement are to benefit, or affect contractually, in any way any other person. No person, other than valid assignees, will have any right to enforce the agreement against the User or service provider.

22.7 Relationship

Service provider and the User acknowledge that the agreement does not create a relationship of joint venturers or partnership between service provider and the User.

22.8 Costs and Stamp Duty

Each party will bear its own costs of preparing and executing of the agreement. The User will pay all stamp duty payable in any jurisdiction on or in respect of the agreement or any document prepared or executed to give effect the agreement.

22.9 Further Assurances

The User will do, or procure to be done, all things that service provider considers necessary or desirable from time to time to give full effect to the agreement.

22.10 Alteration

Subject to clause 1, the agreement may be altered only in writing signed by each party.

22.11 Counterparts

The agreement may be executed in any number of counterparts.

23 Definitions

Subject to the definitions below, the terms used in the Details Schedule have the meaning set out in the Details.

These definitions apply to this document unless the context requires otherwise:

Abatement means activities undertaken for the purpose of reducing, or reducing the growth in, the emission of Greenhouse Gases including (without limitation) the development, acquisition, modification, repair, replacement, use or exploitation of plant, equipment, land or other assets for that purpose.

ACCC means the Australian Competition and Consumer Commission.

Acceptable Credit Rating means an unqualified Standard and Poor's credit rating of at least BBB, or equivalent rating, from a recognised and independent credit reporting agency reasonably acceptable to service provider.

AEMC means that Australian Energy Market Commission established by section 5 of the *Australian Energy Market Commission Establishment Act 2004* (SA).

AEMO means the Australian Energy Market Operator appointed by the Queensland Government to act as Market Operator in the Queensland Natural Gas Market under the *Gas Supply Act 2003* (Qld).

AER means the Australian Energy Regulator established by section 44AE of the *Trade Practices Act 1974* of the Commonwealth.

Agreed Demand is the nominated MHQ as determined by service provider.

Agreement means the contract between the Service Provider and a User for the provision of Services.

Allgas means Allgas Energy Pty Limited ACN 009 656 446, its subsidiaries, successors in title or assigns.

Allowable Margin of Accuracy means in respect of Meters operating at outlet pressures up to 7kPa and not exceeding 6 cubic metres per hour capacity, an accuracy of between plus two and minus three percent and in respect of all other Meters, an overall accuracy within plus or minus one per cent.

Ancillary Service means Special Meter Reading Service, Inlet Disconnection Service and the Inlet Reconnection Service.

Authority means any government, government department, instrumentality, Minister, agency, statutory authority or other body in which a government has a controlling interest, and includes the AEMC, AEMO, the AER and the ACCC and their successors.

Business Day means a day other than a Saturday or Sunday or a gazetted Public Holiday in the State of Queensland.

Business Hours means the hours between 9am and 4pm on a Business Day.

Carbon Costs means the costs incurred from time to time by Allgas or a Related Body Corporate of Allgas under or in respect of a Greenhouse Gas Law, Abatement, Offset or Pass-Through, including (without limitation) taxes and overheads.

Charges means the amounts payable for Services as published on service provider's website.

Confidential Information means all information:

(a) disclosed (whether orally, in writing or in any other form) by a party ('Discloser') to the other party ('Recipient') in relation to the agreement; and

(b) treated by the Discloser as confidential; and

(c) all copies, notes, records and related information generated by the Recipient based on or arising out of any such disclosure.

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

(a) loss or damage which does not arise directly or naturally from a breach of the agreement;

(b) indirect, incidental, special, remote, unforeseeable or consequential loss or damage;

(c) direct or indirect loss of revenue, profit, income, bargain, opportunity or anticipated savings;

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

(e) direct or indirect loss or damage incurred or suffered by a third party.

Corporations Act means the *Corporations Act 2001*.

Credit Support means the credit guarantee or similar instrument acceptable to service provider referred to in clause 8.1.2.

Credit Support Guarantor means another entity who has an Acceptable Credit Rating and is providing Credit Support to service provider on behalf of a User.

Day means a period of 24 consecutive hours beginning at 8am Australian Eastern Standard Time.

Delivery Point means a point on the Network at which Natural Gas is delivered from the Network through a single metering installation to or for the account of any User.

Delivery Point Facilities means those facilities installed at a Delivery Point to enable delivery of Natural Gas from the Network to a User including Metering, a tapping point, a remote shut-off valve, any communication facilities and associated power supply.

Demand Customer means an End User who withdraws from the Network a quantity of Natural Gas of at least 10TJ per Year.

Demand Customer Delivery Points means a Delivery Point with a Demand Customer who withdraws from the Network a quantity of Natural Gas of at least 10TJ per Year.

Demand Customer Service means a service which is available where the End User is reasonably expected to withdraw a quantity of Natural Gas of greater than 10TJ per Year.

Domestic Delivery Points means a Delivery Point used primarily for domestic purposes with a single dwelling using the Natural Gas delivered through that Delivery Point.

Due Date is 10 Business Days after the date on the Tax Invoice.

End User means the person who acquires Natural Gas or proposes to acquire Natural Gas for consumption purposes.

Force Majeure Event means anything affecting a person outside of that party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage, failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or government agencies).

Gas Balancing refers to the requirements for service provider to balance the network under the Retail Market Procedures.

Gas Law means the *National Gas (Queensland) Act 2008*, *National Gas (Queensland) Law, Gas Supply Act 2003*, *Petroleum and Gas (Production and Safety) Act 2004*, the proposed National Energy Retail Law and National Energy Retail Rules once in force, any other applicable market, industry or technical code, any licence issued under applicable law, and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar.

GJ means a gigajoule of Natural Gas or 109J, as that term is defined in Australian Standard AS 1000-1979.

Greenhouse Gases means carbon dioxide (CO2) and may also include any one or more of methane (CH4), nitrous oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF6) and other atmospheric gases recognised under the United Nations Framework Convention on Climate Change as being responsible for causing or contributing to global warming or climate change.

Greenhouse Gas Law means a Law relating to the production, storage or emission of Greenhouse Gases, including (without limitation) the *National Greenhouse and Energy Reporting Act 2007* (Cth).

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

Impost means any royalty (whether based on value, profit or otherwise), tax (other than GST or a tax in the nature of an income tax or a capital gains tax but including a carbon tax, however described), duty, excise, levy, fee, rate or charge imposed by any law or by any Authority which is imposed on or in respect of:

(a) the Network (or any of its components);

(b) the operation of the Network; or

(c) the provision of Services by service provider to the User,

which has the effect of changing service provider's cost of delivering the Services.

Inlet Disconnection Service means physical disconnection of pipe-work joining a Delivery Point to the Network.

Inlet Reconnection Service means physical reconnection of a Delivery Point and includes, where it is safe to do so and reasonable access has been provided, relighting any appliances installed at the place or premises to which gas is delivery through the Delivery Point under the Volume Customer Service.

Insolvency Event means in relation to any party:

(a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertaking of the party (Receiver Appointed);

(b) the party suspends payment of its debt generally (Payments Suspended);

(c) the party is or becomes unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act or the party may be presumed to be insolvent under section 459C of the Corporations Act (Unable to Pay);

(d) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them (Arrangements with Creditors);

(e) an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to the party or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the party otherwise than for the purpose of an amalgamation or reconstruction (Winding Up); or

(f) an administrator is appointed in relation to the person under Division 2 of Part 5.3A of the Corporations Act (Administration).

Interruptible Delivery Points means a Delivery Point used predominantly on an interruptible basis.

Interval Metering means Metering that enables the recording of volumes on an hourly or daily basis. Includes flow computers and data loggers.

kPa means kilopascal and is a unit of measurement for pressure, also used to measure atmospheric pressure.

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 or of the jurisdiction in which the relevant pipeline is located, and related regulations, by-laws and other subordinate legislation, and the requirements of Authorities.

Market Operator means the market operator appointed under the Gas Market Procedures (Queensland) made under the National Gas Rules, and includes any person carrying out the functions and duties of that office.

MDQ means the maximum daily quantity of Natural Gas (in GJ) which service provider is obliged to receive on behalf of the User and to transport and deliver to Delivery Points on behalf of the User during a Day (net of UAG).

Meter means the device used to measure the volume or demand of Natural Gas.

Metering means the Meter and any associated equipment, including filters, regulators, pipework and other equipment used to measure the volume or demand of Natural Gas.

MHQ means the maximum hourly quantity of Natural Gas (in GJ) which service provider is obliged to receive on behalf of the User and to transport and deliver to Delivery Points on behalf of the User during an hour (net of UAG).

Month means calendar month.

National Gas (Queensland) Law or NGL means the National Gas Law under the *National Gas (South Australia) Act 2008* which applies as a law of Queensland pursuant to the *National Gas (Queensland) Act 2008*.

National Gas Rules or NGR means the National Gas Rules made under the National Gas (Queensland) Law, in force from time to time.

Natural Gas has the meaning given to it in the National Gas (Queensland) Law.

Net Financial Effect means the net financial effect of a change in law on service provider's relevant costs, taking into account any offsetting benefits and adverse effects directly or indirectly connected to the change in law and costs which are otherwise reimbursable by the User to service provider under the agreement.

Network means the distribution pipeline network (Allgas Gas Network) owned by service provider through which Natural Gas will be transported and includes the Receipt Point Facilities and Delivery Point Facilities which exist from time to time.

Network Day has the same meaning as gas day in the Retail Market Procedures.

New Impost means any Impost imposed during the Term of the agreement that was:

(a) not in force at the date of the agreement; or

(b) in force at the date of the agreement, but the rate, basis of calculation or the basis of application of that Impost has been changed.

Offset means activities undertaken for the purpose of offsetting, reducing or avoiding liability under a Greenhouse Gas Law, including (without limitation) the direct or indirect participation in projects for that purpose.

Party means either service provider or the User and Parties means them collectively.

Pass-Through means liability incurred in respect of third parties' costs, charges and expenses under or in respect of a Greenhouse Gas Law, Abatement or Offset.

Planned Maintenance means the repair or augmentation of the Network, including planned or routine maintenance of metering equipment or the installation of a new connection or a connection alteration.

Rate means the Commonwealth Bank Corporate Overdraft Reference Rate (monthly charging) current on the first Day of each Month.

Receipt Point means a point on the Network at which Natural Gas is received into the Network from or on account of the User.

Receipt Point Facilities means those facilities installed at a Receipt Point to enable receipt of Natural Gas from a User into the Network including a tapping point, a remote shut-off valve, any communication facilities and associated power supply.

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

Required Amount means the amount of the Credit Support to be provided by the User or by the Credit Rating Guarantor as reasonably estimated by service provider to meet service provider's credit security requirement for a User as referred to in clause 8.1.2.

Retail Market Procedures means the Procedures published by AEMO which form part of the regulatory framework applicable to AEMO, Retailers and Distributors under the *Gas Supply Act 2003* (Qld), the Law and the Rules (or, if these procedures are no longer applicable, any other rules or procedures which govern a gas market that is applicable to service provider) in force from time to time.

Rule or Rules means the National Gas Rules made under the National Gas (Queensland) Law.

Service(s) means the Volume Customer Service, the Demand Customer Service and the Ancillary Services.

Service Provider or service provider has the meaning given to it in the National Gas (Queensland) Law, and in the case of the agreement means Allgas Energy Pty Limited.

Special Meter Reading Service means where a Meter reading is not a scheduled Meter reading.

Tax means any tax, levy, impost, deduction, charge, rate, rebate, duty, fee or withholding which is levied or imposed by an Authority.

Term means the period on and from the start date of an Agreement up to, and including, the date on which the Agreement terminates in accordance with its terms.

Transmission Pipeline Operator is the operator of the transmission pipeline supplying Natural Gas into the Network.

TJ means a terajoule of Natural Gas and is equal to 1,000 GJ.

Unaccounted for Gas or UAG means the quantities of Natural Gas necessary for the efficient operation of the Network, including Natural Gas used for compressors or other equipment, and quantities otherwise lost and unaccounted for in connection with the operation of the Network, including as a result of any limitations on the accuracy of Metering Equipment.

User has the meaning given to it in the National Gas (Queensland) Law.

Volume Customer means an End User who withdraws from the Network a quantity of Natural Gas less than 10TJ per Year.

Volume Customer Delivery Points means a Delivery Point with a Volume Customer who withdraws from the Network a quantity of Natural Gas less than 10TJ per Year.

Volume Customer Service means a service available where the End User is reasonably expected to withdraw a quantity of Natural Gas less than 10TJ per Year.

Year means a period of 365 consecutive Days but, for any Year which contains a date of 29 February, means 366 consecutive Days.