

# Facility Specific Terms (Wallumbilla Gladstone Pipeline)

## Details

|                  |                                      |
|------------------|--------------------------------------|
| Service Provider | APA WGP Pty Ltd ACN 140 760 612      |
| Facility         | Wallumbilla Gladstone Pipeline (WGP) |
| Pipeline Licence | 153, 154 & 155 (Qld)                 |

## 1. General

### 1.1 Application

This document:

- (a) is published by APA Group on behalf of the Service Provider;
- (b) constitutes the Service Provider's Facility Specific Terms in respect of the Facility;
- (c) is made by the Service Provider in accordance with the National Gas Rules; and
- (d) applies to and forms part of Operational Transportation Service Agreements between Service Provider and Transportation Facility Users which expressly incorporate this version of this document (each an **OTSA**).

### 1.2 Definitions

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

**New Terms** has the meaning set out in clause 17.1.

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

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

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

**Pipeline System Rules** means the Pipeline System Rules - QCLNG Pipeline available at <https://www.apa.com.au/operations-and-projects/gas/gas-transmission/wallumbilla-gladstone-pipeline-wgp> which exist to ensure that certain operational and administrative matters relating to the Transportation Facility are dealt with consistently under all Gas Transportation Agreements and to facilitate new pipeline shippers entering into Gas Transportation Agreements to utilise the Transportation Facility.

## 1.3 Interpretation

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

## 1.4 Other binding obligations

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

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

## 2. Facility details

### 2.1 Pipeline System Rules

Shipper must comply with the Pipeline System Rules and before it may use the Transportation Facility, Shipper must acknowledge the Pipeline System Rules by executing a PSR Acknowledgement in the form set out in Annexure A of the Pipeline System Rules.

### 2.2 Details

- (a) A list of all current Receipt Points and Delivery Points on the Pipeline, and associated information about locations, Zones, physical capacity and other matters required to be provided by Law, is available at <https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services>.
- (b) Other information about the Pipeline is set out in Schedule 1.

### 2.3 Pressure information

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

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

## 2.4 Maintenance Plan

The Maintenance Plan from time to time current for the Facility is available at [www.apagrid.com.au](http://www.apagrid.com.au)

## 3. Substituted definitions

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

## 4. Gas Specification

The Gas Specification for the Facility is set out in Schedule 3 and the Pipeline System Rules.

## 5. Scheduling procedures

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

## 6. Priority Principles

The Priority Principles are set out in Schedule 5 and the Pipeline System Rules.

## 7. System Use Gas and System Use Fuel Charges

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

## 8. Charges

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

## 9. Imbalances

- (a) Shipper's Imbalance Allowance for Traded Forward Haul Services is set out in Schedule 8.
- (b) If Shipper wishes to exchange all or part of its Accumulated Imbalance for an equal but opposite quantity of another Transportation Facility User's imbalance, it must give effect to the exchange through the In-Pipe Trade Service and not in accordance with clause 12.5 of the Standard Terms.

## 10. Other Services

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

## 11. Hourly limitations

Schedule 10 sets out:

- (a) limits on the quantities of Gas Shipper may supply or take delivery of in an hour; and
- (b) terms upon which Shipper may, by Bilateral Trade, transfer or acquire hourly entitlements, imbalance entitlements or other contractual entitlements to use Capacity of the Facility (as applicable) from other Transportation Facility Users of the Facility.

## 12. Odourisation

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

## 13. Metering Principles

The Metering Principles for the Facility are set out in Schedule 11 and the Pipeline System Rules.

## 14. Operational communications

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

## 15. Compressor operation

- (a) Schedule 13 applies to the operation of the compressors outlined in the schedule in respect of the Traded Forward Haul Service and the Forward Haul Auction Service.
- (b) Subject to paragraph (a) and unless Shipper elects otherwise in accordance with paragraph (c), Service Provider must compress (or procure the compression of) all quantities of Gas (not exceeding, on a Day, (in respect of the Traded Forward Haul Service) the Traded Forward Haul Service MDQ or (in respect of the Forward Haul Auction Service) the Forward Haul Auction MDQ) to be received or delivered on account of Shipper at the relevant compressor, to the extent necessary and at the times required, in order for the Gas to enter the Pipeline, transit parts of the Pipeline with different pressures or enter a connecting pipeline under another Service scheduled in accordance with this Agreement.
- (c) Shipper may only make the election referred to in paragraph (b) if:

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

## 16. Miscellaneous provisions

Schedule 14 applies to this Agreement.

## 17. Amendment

### 17.1 Service Provider may amend

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

- (a) comply with the National Gas Law; and
- (b) apply to all Transportation Facility Users.

### 17.2 Notice of amendment

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

- (a) New Terms; and
- (b) date from which the New Terms will take effect.

### 17.3 Consequences of amendment

- (a) On and from the date advised by Service Provider under clause 17.2(b) or such other date as is determined for the purposes of this Agreement in accordance with the National Gas Rules (**New Terms Date**), this Agreement will be amended by substituting the New Terms in place of the version of the Facility Specific Terms that applied to this Agreement immediately prior to the New Terms Date (**Old Terms**).
- (b) Nothing in this Agreement:
  - (i) prejudices or adversely affects any right, power, discretion or remedy; or
  - (ii) discharges, releases or otherwise affects any liability or obligation, arising under the Old Terms before the New Terms Date.
- (c) To avoid doubt, Shipper's use of a Service on or after the New Terms Date indicates Shipper's acceptance of the New Terms.

## Schedule 1

### Facility Details

(see clause 2)

- (a) A list of all current Receipt Points and Delivery Points on the Pipeline, and associated information about locations, Zones, physical capacity and other matters required to be provided by Law, is available at <https://www.apa.com.au/operations-and-projects/gas/gas-transmission/gas-transmission-services>.
- (b) The Receipt Points which can be used for the supply of Gas to a Park Service Point are identified in the list of all current Receipt Points referred to in paragraph (a).
- (c) The pressure or pressure range at or within which Shipper must supply Gas at each Receipt Point is set out adjacent to the applicable Receipt Point information at this website.
- (d) The pressure or pressure range and temperature or temperature range at or within which Service Provider must deliver Gas at each Delivery Point is set out adjacent to the applicable Delivery Point information at this website.

### Allocation agreement

In order to ensure consistent allocations across the Transportation Facility:

- (a) Gas received by Transportation Facility Users at a Receipt Point; and
- (b) Gas delivered to Transportation Facility Users at a Delivery Point

must be allocated among Transportation Facility Users in accordance with the methodology set out in Allocation Procedures.

### Allocation Procedures

The Allocation Procedures are those set out in Schedule 5 of the Pipeline System Rules.

## Schedule 2

### Substituted definitions

(see clause 3)

**Renomination Cut-off Time** means, for a Day:

- (a) for an Auction Service, 1845 hours Australian Eastern Standard Time on the previous Day;  
and
- (b) for a Service that is not an Auction Service, 2 hours prior to the end of the Day.

## Schedule 3

### Gas specification

(see clause 4)

#### 1. Gas composition

The Gas composition must be within the specified limits.

| Component                                                  | Units | Limit         |
|------------------------------------------------------------|-------|---------------|
| N <sub>2</sub>                                             | mol%  | 2.50          |
| CO <sub>2</sub>                                            | mol%  | 1.00          |
| C <sub>1</sub> (Methane)                                   | mol%  | 90.00 minimum |
| C <sub>2</sub> (Ethane)                                    | mol%  | 5.00          |
| C <sub>3</sub> (Propane)                                   | mol%  | 2.00          |
| C <sub>4</sub> (Butane - includes normal and iso butane)   | mol%  | 1.00          |
| C <sub>5</sub> (Pentane - includes normal and iso Pentane) | mol%  | 0.10          |
| C <sub>6</sub> +                                           | mol%  | 0.00          |
| He                                                         | mol%  | 0.00          |
| Ar                                                         | mol%  | 0.00          |

Pipeline ethane is limited to 5 mol% for fracture control of lean gas as per AS2885.

#### 2. Freezing components

The Gas must not contain the following components in excess of the specified limit.

| Component    | Units | Limit |
|--------------|-------|-------|
| Cyclo-hexane | ppmv  | 4.00  |
| Benzene      | ppmv  | 4.00  |
| Neo-pentane  | ppmv  | 4.00  |

### 3. Gas contaminants

The Gas must not contain the following components in excess of the specified limit.

| Contaminant                                | Units              | Limit     |
|--------------------------------------------|--------------------|-----------|
| Water                                      | mg/Sm <sup>3</sup> | 112.00    |
| Mercury                                    | µg/m <sup>3</sup>  | 20.00     |
| Oxygen                                     | ppmv               | 0.1       |
| Hydrogen Sulphide                          | ppmv               | 0.15      |
| Carbonyl Sulphide                          | ppmv               | 1.00      |
| Total Mercaptans                           | ppmv               | 0.40      |
| Total Sulphur                              | ppmv               | 1.00      |
| BETX or BTX                                | ppmv               | 4.00      |
| Treating chemicals<br>(including Methanol) | ppmv               | 0.10      |
| Lubricating oils                           | ppmv               | 0.10      |
| Triethylene Glycol (TEG)                   | ppmv               | Saturated |
| Solids                                     | -                  | Nil       |

Without limiting the above:

- (a) the Gas must have a hydrocarbon dew point at 71 barg no higher than -60 degrees Celsius, after removing CO<sub>2</sub>;
- (b) moisture shall conform with AS4564 which requires a maximum dewpoint of 0 degrees Celsius at the highest MAOP (10.2 MPag) and no more than 112 mg/m<sup>3</sup>;
- (c) where solids removal is required, the removal facilities shall be specified to remove 99.98% of solids > 0.3 µm; and
- (d) where liquid removal is required, the removal facilities shall be specified to remove 99.98% off liquid droplets > 0.1 µm.

## 4. Other contaminants

The Gas must not contain the following components in excess of the specified limit.

Without limiting the foregoing, the Gas must not contain:

- (a) materials, dust, and other solid or liquid matter, waxes, gums, gum forming constituents, and unsaturated or aromatic hydrocarbons to an extent which might cause damage to, or interference with the proper operation of the Pipeline System including the pipes, meters, regulators, control systems, equipment or appliances;
- (b) unsaturated or aromatic hydrocarbons to an extent which causes unacceptable sooting; or
- (c) other substances that cause damage to, or problems in operation of, the Pipeline System or appliances or that cause the products of combustion to be toxic, or hazardous to health, other than substances that are usually found in natural gas combustion products.

## Schedule 4

### Scheduling procedures

(see clause 5)

- (a) Subject to this Schedule 4 and to the Standard Terms, Service Provider must schedule the receipt quantities or delivery quantities of Gas which are nominated by Shipper and accepted by Service Provider in accordance with the Standard Terms.
- (b) Service Provider must schedule under paragraph (a) by the applicable Scheduling Time and (subject always to the Priority Principles) may reschedule Scheduled Quantities after the Scheduling Time to give effect to Renominations by Shipper, renominations by other Transportation Facility Users, or the rights or obligations of Service Provider under the Standard Terms, the National Gas Law or agreements with other Transportation Facility Users.
- (c) Where Service Provider considers it necessary, it may confirm:
  - (i) the receipt of the quantities nominated for receipt at the Nominated Receipt Points with the Interconnect Party at the Nominated Receipt Points; and
  - (ii) the acceptance of the quantities nominated by Shipper for delivery at the Nominated Delivery Points with the Interconnect Party at the Nominated Delivery Points.
- (d) Subject to this Agreement and any adjustments Service Provider (acting reasonably) deems necessary to maintain the operational integrity of the Pipeline or to comply with any Laws, Service Provider will schedule for acceptance at the Nominated Receipt Points the lesser of:
  - (i) the quantity of Gas nominated by Shipper for receipt at the Nominated Receipt Points; and
  - (ii) (if Service Provider confirms quantities under paragraph (c)) the aggregate quantity of Gas confirmed for supply at the Nominated Receipt Points by the Interconnect Parties at the Nominated Receipt Points.
- (e) Subject to this Agreement and any adjustments Service Provider (acting reasonably) deems necessary to maintain the operational integrity of the Pipeline or to comply with any Laws, Service Provider will schedule for delivery at the Nominated Delivery Points the lesser of:
  - (i) the quantity of Gas nominated by Shipper for delivery at each Nominated Delivery Point; and
  - (ii) (if Service Provider confirms quantities under paragraph (c)) the quantity of Gas confirmed for acceptance on account of Shipper at each Nominated Delivery Point by the Interconnect Party at the Nominated Delivery Point.

- (f) If requested by Service Provider, Shipper must provide Service Provider with a schedule of priorities for each Day, ranking:
  - (i) what deliveries should not be scheduled at the Nominated Delivery Points if all of Shipper's nominated receipts at the Nominated Receipt Points cannot be scheduled; and
  - (ii) what receipts should not be scheduled at the Nominated Receipt Points if all of Shipper's nominated deliveries at the Nominated Delivery Points cannot be scheduled.
- (g) If Shipper does not provide a schedule of priorities in accordance with paragraph (f), then Service Provider may without liability to Shipper select what nominated receipts or deliveries will not be scheduled to balance Shipper's scheduled receipts and deliveries.
- (h) Scheduling priorities are set out in the Priority Principles in Schedule 5.



# Schedule 5

## Priority Principles (see clause 6)

### 1. Definitions

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

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

**Domestic Gas Shipper** means a "Domestic Gas Shipper" as defined by the Pipeline System Rules, and which is a "Foundation Shipper" within the meaning of the Code.

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

**Firm Park Service Agreement** means an agreement for the provision of Firm Park Services.

**Firm Park Service** means a service for the purposes of the QCLNG Project comprising the right to store Gas in the Transportation Facility up to a stated Park Capacity and which has priority over other storage services including services provided by Service Provider under the Firm Park Service Agreement.

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

**Foundation Shipper** means those persons that hold a Foundation Shipper Facility Agreement for the transportation of Gas for use at the LNG Plant and for associated purposes (including storage), and which is a "Foundation Shipper" within the meaning of the Code.

**LNG** means processed and liquefied Gas which is in a liquid state at or below its boiling point and at or near a pressure of approximately one atmosphere.

**LNG Plant** means all of the Trains and related facilities existing on the Site from time to time, together with all its associated facilities, both inside and outside the plant, including liquefaction trains, storage tanks, utilities, jetty, berthing and port facilities, any additions, expansions or modifications thereto.

**Park Capacity** means the maximum quantity of Gas that may be stored in the Transportation Facility on a Gas Day, calculated in accordance with the provisions of the applicable Transportation Facility Agreement or Firm Park Service Agreement (as applicable), expressed as a quantity in TJ for a Gas Day.

**Park Service** means a service comprising the right to store Gas in the Transportation Facility up to a stated Park Capacity excluding Firm Park Services.

**QCLNG Land Co** means QCLNG Land Pty Ltd ACN 135 148 506.

**QCLNG Project** means the Queensland Curtis LNG project constructed and operated on Curtis Island in Gladstone Harbour, Queensland, Australia and the related ventures in respect of the exploration for, and production, processing, transportation and marketing of gas to produce and supply LNG on or from Curtis Island.

**Seabed Lease** means the State lease of part of the Port of Gladstone from the State of Queensland to QCLNG Land Co to be sublet to CF Co pursuant to the Seabed Sublease.

**Seabed Sublease** means the sublease by QCLNG Land Co to CF Co of all of that part of the Port of Gladstone leased by the State of Queensland to QCLNG Land Co pursuant to the Seabed Lease and to be used for the development of a wharf and associated infrastructure for purposes of the QCLNG Project.

**Site** means the site comprising:

- (a) the freehold land comprising, as at the date of the Pipeline System Rules, Lot 2 on SP 228454, County of Deas Thompson, Parish of Curtis, owned or to be owned by QCLNG Land Co and leased to CF Co pursuant to the Site Lease; and
- (b) the state leasehold land to be created within the port adjoining Lot 2 on SP 228454 and the esplanade, leased by the State of Queensland to QCLNG Land Co pursuant to the Seabed Lease and sublet to CF Co pursuant to the Seabed Sublease,

and any land leased or acquired by QCLNG Land Co or CF Co located at or adjacent to the site areas described in paragraphs (a) and (b), all designated for development of the QCLNG Project.

**Site Lease** means the lease dated 30 November 2010 between CF Co and QCLNG Land Co, pursuant to which CF Co acquires a leasehold interest in the freehold land comprising, as at the date of the Pipeline System Rules, Lot 2 on SP 228454, County of Deas Thompson, Parish of Curtis, owned or to be owned by QCLNG Land Co.

**Train** means a natural gas liquefaction unit constructed at the Site and includes facilities and infrastructure directly attributable to such natural gas liquefaction unit, including refrigerant systems and refrigerant compression systems, but expressly excludes any common facilities.

## 2. Scheduling priorities

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

- (i) First – Firm quantities of Reserved Capacity nominated by Domestic Gas Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Domestic Gas Shippers' nominated quantities, then the available Capacity will be allocated among those Domestic Gas Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (ii) Second – Firm quantities of Reserved Capacity nominated by Foundation Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' nominated quantities, then the available Capacity will be allocated among those Foundation Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (iii) Third – Firm quantities nominated by Transportation Facility Users under Facility Agreements, not to exceed their respective MDQs for Firm Park Services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' nominations pursuant to Park Services, then the available Capacity will be allocated among those Transportation Facility Users pro rata on the basis of their respective MDQs for Firm Park Services under those agreements.
- (iv) Fourth – Firm quantities of Reserved Capacity nominated by Transportation Facility Users under Facility Agreements (**Firm Users**) (except for those provided for in (i), (ii), or (iii) in this clause 2), not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for Firm services under those agreements. Where the constraint applies at specific Receipt Points or Delivery Points, the nominated quantities will be allocated pro rata as follows.
  - (A) First to Primary Shippers to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services and they have Reserved Capacity at the relevant Receipt Point or Delivery Point.
  - (B) Then to Primary Shippers (including any Primary Shippers referred to in paragraph (A)), to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services but they do not have Reserved Capacity at the relevant Receipt Point or Delivery Point (or their nominated or scheduled use of Firm Transportation Services on the Day exceeds the Capacity they have Reserved at the relevant Receipt Point or Delivery Point), and (in equal priority with the Primary Shippers) to Secondary Shippers to the extent required for the provision to them of Firm Transportation Services (including Traded Forward Haul Services).
- (v) Fifth – quantities nominated by Transportation Facility Users under Forward Haul Auction Agreements (**Auction Users**), not to exceed their respective MDQs for forward haul auction services utilising Auction Capacity under those agreements and, in aggregate for all Auction Users, not exceeding

applicable Auction Capacity for the Day less quantities of Auction Capacity renominated by Firm Users. If the Capacity available is not sufficient to receive or deliver all Auction Users' nominated quantities, then the available Capacity will be allocated among those Auction Users pro rata on the basis of their respective MDQs for forward haul auction services utilising Auction Capacity under those agreements.

- (vi) Sixth – Firm quantities, other than quantities of Reserved Capacity, nominated by Domestic Gas Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Domestic Gas Shippers' nominated quantities, then the available Capacity will be allocated among those Domestic Gas Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (vii) Seventh – Firm quantities, other than quantities of Reserved Capacity, nominated by Foundation Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' nominated quantities, then the available Capacity will be allocated among those Foundation Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (viii) Eighth – Firm quantities, other than quantities of Reserved Capacity, nominated by Firm Users other than Domestic Gas Shippers and Foundation Shippers which in aggregate with their Reserved Capacity do not exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (ix) Ninth – quantities nominated by Transportation Facility Users with Park Service Facility Agreements (except for those provided for in (iii) in this clause 2), not to exceed their respective MDQs for Park Services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' nominations pursuant to Park Services, then the available Capacity will be allocated among those Transportation Facility Users pro rata based on their nominations for Park Services.
- (x) Tenth - quantities nominated by Foundation Shippers with as available Facility Agreements, not to exceed their respective MDQs for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' nominations pursuant to as available services, then the available Capacity will be allocated among those Foundation Shippers pro rata based on their nominations for as available services.
- (xi) Eleventh - quantities nominated by Transportation Facility Users with as available Facility Agreements (except for those provided for in (x) in this clause 2), not to exceed their respective MDQs for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' nominations pursuant to as available services, then the available Capacity will be allocated among

those Transportation Facility Users pro rata based on their nominations for as available services.

- (xii) Twelfth – quantities nominated by Foundation Shippers pursuant to interruptible Facility Agreements. If the Capacity available is not sufficient to receive or deliver for all Foundation Shippers requesting interruptible services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines) among Foundation Shippers who have entered into interruptible Facility Agreements.
- (xiii) Thirteenth – quantities nominated by Transportation Facility Users pursuant to interruptible Facility Agreements (except for those provided for in (xii) in this clause 2). If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting interruptible services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines) among Transportation Facility Users who have entered into interruptible Facility Agreements.
- (b) Backhaul services are scheduled in accordance with the priorities set out in paragraph (a) to the extent (where applicable) that sufficient matching services are scheduled on the relevant Day. If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting backhaul services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines, provided that backhaul services utilising Auction Capacity will be scheduled after backhaul services utilising Firm Transportation Capacity) among Transportation Facility Users who have entered into backhaul Facility Agreements.
- (c) Transportation Facility Users' redirection services, and pressure services for which priority is not determined as a result of the application of paragraph (a), will be scheduled in accordance with the priorities set out in paragraph (a) after backhaul services are scheduled and to the extent that there are sufficient quantities of Gas to be either actually or notionally received in or delivered from the Facility (or to be compressed as the case requires), either on account of Shipper or another Transportation Facility User, to facilitate the services on the relevant Day.

## 2.2 Notification by Service Provider

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

## 2.3 Curtailment

- (a) If, on any Day or in any Hour the Capacity of the Facility or any portion of it, or the capacity of any Receipt Point or Delivery Point, is insufficient to receive, compress, transport or deliver all the quantities of Gas scheduled for all Transportation Facility

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

- (i) First – overrun quantities under this Agreement and other Facility Agreements.
- (ii) Second – quantities pursuant to interruptible Facility Agreements (except for those provided for in (iii) in this clause 2.3). If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting interruptible services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines) among Transportation Facility Users who have entered into interruptible Facility Agreements.
- (iii) Third – quantities pursuant to interruptible Facility Agreements with Foundation Shippers. If the Capacity available is not sufficient to receive or deliver for all Foundation Shippers requesting interruptible services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines) among Foundation Shippers who have entered into interruptible Facility Agreements.
- (iv) Fourth – quantities for transportation for Transportation Facility Users with as available Facility Agreements (except for those provided for in (v) in this clause 2.3) up to their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' as available quantities, then the available Capacity will be allocated among those Transportation Facility Users pro rata based on scheduled quantities.
- (v) Fifth – quantities for transportation for Foundation Shippers with as available Facility Agreements up to their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' as available quantities, then the available Capacity will be allocated among those Foundation Shippers pro rata based on scheduled quantities.
- (vi) Sixth – quantities nominated by Transportation Facility Users with Park Service Facility Agreements (except for those provided for in (xii) in this clause 2.3). If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' nominations pursuant to Park Services, then the available Capacity will be allocated among those Transportation Facility Users pro rata based on their nominations for Park Services.

- (vii) Seventh – Firm quantities, other than quantities of Reserved Capacity, nominated by Firm Users other than Domestic Gas Shippers and Foundation Shippers which in aggregate with their Reserved Capacity do not exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for Firm services under those agreements (except for those provided for in (viii) and (ix) in this clause 2.3).
- (viii) Eighth – Firm quantities, other than quantities of Reserved Capacity, nominated by Foundation Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' nominated quantities, then the available Capacity will be allocated among those Foundation Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (ix) Ninth – Firm quantities, other than quantities of Reserved Capacity, nominated by Domestic Gas Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' nominated quantities, then the available Capacity will be allocated among those Domestic Gas Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (x) Tenth – quantities for transportation to Transportation Facility Users pursuant to Forward Haul Auction Agreements, not to exceed their respective MDQs for forward haul auction services utilising Auction Capacity under those agreements and, in aggregate for all Auction Users, not exceeding applicable Auction Capacity for the Day less quantities of Auction Capacity renominated by Firm Users. If the Capacity available is not sufficient to receive or deliver all Auction Users' quantities, then the available Capacity will be allocated among those Auction Users pro rata on the basis of their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for forward haul auction services utilising Auction Capacity under those agreements.
- (xi) Eleventh – Firm quantities of Reserved Capacity for transportation to Firm Users other than Domestic Gas Shippers and Foundation Shippers, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs (or Receipt Point MDQs or Delivery Point MDQs, as applicable) for Firm services under those agreements (except for those provided for in (xiii) and (xiv) in this clause 2.3). Where the constraint applies at specific Receipt Points or Delivery Points, the scheduled quantities will be allocated as follows.
  - (A) First quantities for transportation to:
    - (I) Primary Shippers (including any Primary Shippers referred to in paragraph (B)), to the extent they are seeking to utilise that Capacity for the provision of Firm Transportation Services but

they do not have Reserved Capacity at the relevant Receipt Point or Delivery Point (or their scheduled use of Firm Transportation Services on the Day exceeds the Capacity they have Reserved at the relevant Receipt Point or Delivery Point); and

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

will be curtailed.

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

- (xii) Twelfth – Firm quantities nominated by Transportation Facility Users under Facility Agreements, not to exceed their respective MDQs for Firm Park Services under those agreements. If the Capacity available is not sufficient to receive or deliver all Transportation Facility Users' nominations pursuant to Park Services, then the available Capacity will be allocated among those Transportation Facility Users pro rata on the basis of their respective MDQs for Firm Park Services under those agreements.
- (xiii) Thirteenth – Firm quantities of Reserved Capacity nominated by Foundation Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Foundation Shippers' nominated quantities, then the available Capacity will be allocated among those Foundation Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (xiv) Fourteenth – Firm quantities of Reserved Capacity nominated by Domestic Gas Shippers under Facility Agreements, not to exceed their respective MDQs for Firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Domestic Gas Shippers' nominated quantities, then the available Capacity will be allocated among those Domestic Gas Shippers pro rata on the basis of their respective MDQs for Firm services under those agreements.
- (b) Without limiting paragraph (a), backhaul services are subject to interruption or curtailment prior to any other quantities (except redirection quantities) to the extent (where applicable) that there are insufficient matching services to permit a backhaul service. If the Capacity available is not sufficient to receive or deliver for all Transportation Facility Users requesting backhaul services, then Service Provider must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as Service Provider reasonably determines, provided that backhaul services utilising Auction Capacity will be curtailed before backhaul services utilising Firm capacity) among Transportation Facility Users who have entered into backhaul Facility Agreements.

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

## 2.4 Curtailment advice

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

## Schedule 6

### System Use Gas and System Use Fuel Charges

(see clause 7)

#### 1. Definitions

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

**Contract Year** means a one year period beginning at 8:00 am on 1 January and ending immediately prior to 8:00 am on the next succeeding 1 January, except for the final Contract Year, which will end at 8:00 am on the date the Pipeline System Rules expire or terminate in accordance with their terms.

**Good Industry Practice** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, competent and experienced person acting in good faith and carrying out the same type of activity under the same or equivalent circumstances in a similar location and acting generally in accordance with all relevant Laws, and good and prudent management and operating methods, practices and standards, including Australian Standard AS 2885 (Pipelines – gas and liquid petroleum).

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

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

#### 2. System Use Gas

##### 2.1 Shipper to provide System Use Gas

Each Transportation Facility User will be responsible, at its own expense, for providing Service Provider with, or taking delivery of, System Use Gas in accordance with this clause 2.

##### 2.2 Service Provider's management of System Use Gas

Service Provider must in accordance with Good Industry Practice, minimise the quantity of System Use Gas that is required for the operation of the Transportation Facility.

##### 2.3 Title

Title to System Use Gas passes to Service Provider on delivery by a Transportation Facility User at a Receipt Point. If System Use Gas is returned to a Transportation Facility User under this clause 2, title to that Gas will pass to that Transportation Facility User at the relevant Delivery Point

##### 2.4 Annual System Use Gas Estimate

At least 60 days:

- (a) before the start of each Contract Year; or
- (b) following an expansion of the Transportation Facility,

Service Provider must estimate the System Use Gas requirement of the Transportation Facility for that Contract Year (or the remainder of that Contract Year, if following an expansion of the Pipeline System), (“**Annual SUG Estimate**”).

## 2.5 Requirements

In providing the Annual SUG Estimate, Service Provider must:

- (a) have regard to relevant annual nominations of the Transportation Facility Users for the relevant Contract Year, the actual System Use Gas used in the Transportation Facility in the previous Contract Year (if any) and any other factors which Service Provider reasonably considers relevant in accordance with Good Industry Practice; and
- (b) convert the Annual SUG Estimate into a daily quantity by dividing the Annual SUG Estimate by the number of days in the relevant Contract Year (or remainder of that Contract Year, if following an expansion of the Pipeline System).

## 2.6 Shipper's System Use Gas Contribution

Each Transportation Facility User’s daily share of System Use Gas for the Transportation Facility for a Gas Day (**System Use Gas Contribution**) will be the quantity calculated using the following formula, subject to the annual true-up under clause 2.10 of this Schedule 6:

$$Q_s = Q_t \times \left( \frac{Q_n}{Q_a} \right)$$

where:

- Q<sub>s</sub>** is the relevant Transportation Facility User’s System Use Gas Contribution for that Gas Day;
- Q<sub>t</sub>** is the daily estimate determined under clause 2.5(b) or if the Service Provider reasonably considers the System Use Gas required should be a different amount for that Gas Day, a different quantity as reasonably estimated by the Transporter in accordance with Good Industry Practice;
- Q<sub>n</sub>** is the total quantity of Gas nominated to be delivered to Transportation Facility User on that Gas Day at the Delivery Points; and
- Q<sub>a</sub>** is the total quantity of gas nominated to be delivered to all Transportation Facility Users on that Gas Day at all Delivery Points,

save that if factor **Q<sub>n</sub>** or factor **Q<sub>a</sub>** is zero on a Gas Day, the relevant Transportation Facility User’s System Use Gas Contribution on that Gas Day will also be zero.

## 2.7 Timing of provision of System Use Gas

On a Gas Day, a Transportation Facility User is deemed to provide Service Provider with its System Use Gas Contribution for that Gas Day contemporaneously with the first Gas received from the Transportation Facility User at the applicable Receipt Point on that Gas Day, up to the System Use Gas Contribution.

## 2.8 Service Provider to manage fluctuation

Service Provider must use reasonable endeavours to ensure that the System Use Gas supplied by each Transportation Facility User during a Contract Year is as close as possible to the relevant Transportation Facility User's proportionate share of actual System Use Gas required for the Transportation Facility having regard to the actual deliveries of Gas allocated to that Transportation Facility User during the Contract Year by either:

- (a) requiring the relevant Transportation Facility User to provide additional quantities of Gas for supply into the Transportation Facility; or
- (b) returning quantities of Gas by reducing Gas supplied by the relevant Transportation Facility User into the Transportation Facility,

and may modify the System Use Gas Contribution determined under clause 2.6 for that purpose.

## 2.9 Notification of System Use Gas Contribution

By 4:00 pm on the day before each Gas Day, Service Provider will:

- (a) calculate under clause 2.6 and advise the quantities of Gas that each Transportation Facility User must supply, or accept delivery of, at the beginning of the Gas Day. Each Transportation Facility User must supply or accept delivery of that amount; and
- (b) provide each Transportation Facility User with the forecast quantities of System Use Gas the Transportation Facility User must supply, or accept delivery of, at the beginning of the next 7 Gas Days following the Gas Day.

## 2.10 Annual true-up

Within 30 Business Days of the end of each Contract Year, Transporter must:

- (a) reconcile the total quantity of System Use Gas received by Service Provider from Transportation Facility Users in the relevant Contract Year against the total quantity of System Use Gas actually used during the relevant Contract Year ("**SUG Difference**") in accordance with the following formula:

$$SUG_D = SUG_{REC} - SUG_A - SUG_{RET}$$

Where:

**SUG<sub>D</sub>** means the SUG Difference;

**SUG<sub>REC</sub>** means the total quantity of System Use Gas delivered to the Service Provider by all Transportation Facility Users during the relevant Contract Year;

**SUG<sub>A</sub>** means the total quantity of System Use Gas used by Service Provider during the relevant Contract Year; and

**SUG<sub>RET</sub>** means the total quantity of System Use Gas returned by Service Provider to all

Transportation Facility Users during the relevant Contract Year.

- (b) calculate each Transportation Facility User's share of the SUG Difference, in accordance with the following formula:

$$SSSUG_D = SUG_D \times \left( \frac{QSG_Y}{QPSG_Y} \right)$$

Where:

**SSSUG<sub>D</sub>** means the relevant Transportation Facility User's share of the SUG Difference;

**SUG<sub>D</sub>** means the SUG Difference;

**QSG<sub>Y</sub>** means the quantity of Gas delivered by Service Provider to the relevant Transportation Facility User in the relevant Contract Year; and

**QPSG<sub>Y</sub>** means the quantity of Gas delivered by Service Provider to all Transportation Facility Users in the relevant Contract Year.

The parties will arrange for the delivery or return of the relevant Transportation Facility User's share of the SUG Difference provided that the delivery or return must occur within 10 Business Days of Service Provider notifying the quantity unless otherwise agreed.

## 2.11 Lost Gas

If, on a Gas Day, there is Lost Gas, then Service Provider must replace such quantities of Gas at its own cost, in consultation with each Transportation Facility User.

## 2.12 All park services excluded

For the purposes of this clause 2, Service Provider's delivery of Gas held in storage for Transportation Facility User for a Park Service will not be included as a delivery for the purpose of determining obligations in relation to System Use Gas.

## 3. System Use Fuel Charges

- (a) Shipper must pay to Service Provider, each Month during the Term, Shipper's SUFC Share in respect of the Services provided in that Month.
- (b) Shipper's SUFC Share for a Month is the amount determined by Service Provider from time to time acting reasonably but at its discretion. In making its determination, Service Provider may have regard to:
- (i) the total System Use Fuel Charges incurred, and the total quantity of System Use Gas that is required, by Service Provider from time to time in order to operate the Facility;
  - (ii) the total quantities of Gas to be received or delivered on the Facility on account of all Transportation Facility Users during the relevant period; and
  - (iii) compressor fuel, necessary for the management, operation and maintenance of the Facility, which is reasonably attributable to the Services,



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

## Schedule 7

### Charges

(see clause 8)

#### 1. Definitions

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

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

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

$$\text{AUC} = \text{AUR} \times \text{AAC}$$

where:

**AUC** is the Auction Charge for the Month

**AUR** is the Auction Rate

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

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

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

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

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

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

$$\text{ETC} = \text{ETR} \times \text{AE}$$

where:

**ETC** is the Entitlements Trading Charge for the Month

**ETR** is the Entitlements Trading Rate

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

**Escalation Factor** means  $\text{CPIa} \div \text{CPIb}$ , where:

- (a) CPIa is the CPI published for the Calendar Year Quarter immediately preceding the relevant Adjustment Date; and
- (b) CPIb is the CPI published for the Calendar Year Quarter immediately preceding the Calendar Year Quarter the subject of CPIa,

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

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

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

$$\text{ECC} = \text{ECR} \times \text{EC}$$

where:

**ECC** is the Exchange Capacity Charge for the Month

**ECR** is the Exchange Capacity Rate

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

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

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

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

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

- (a) in respect of a Service on a Day in excess of the quantity of Gas scheduled to be delivered, and not curtailed in accordance with this Agreement, to that Delivery Point on that Day to or on account of Shipper under that Service; or
- (b) in respect of a Service in an Hour at a rate in excess of the Delivery Point MHQ for that Delivery Point for that Hour.

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

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

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

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

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

$$\text{TIC} = \text{TIR} \times (\text{DIT} - \text{IA})$$

where:

- TIC** is the Traded Imbalance Charge for the relevant Day
- TIR** is the Traded Imbalance Rate
- DIT** is the absolute value of the Shipper's Daily Imbalance in relation to the Traded Forward Haul Service at the end of the relevant Day
- IA** is the TFHS Imbalance Allowance

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

**Trading Counterparty** has the meaning set out in Schedule 9.

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

$$\text{UIC} = \text{UIR} \times (\text{DIA} + \text{AIT})$$

where:

- UIC** is the Unauthorised Imbalance Charge for the relevant Day
- UIR** is the Unauthorised Imbalance Rate
- DIA** is the absolute value of the Shipper's Daily Imbalance in relation to the Forward Haul Auction Service and the Backhaul Auction Service at the end of the relevant Day
- AIT** is the absolute value of the Accumulated Imbalance in relation to Traded Forward Haul Services for which, on the Day, there is no current Traded Forward Haul Service MDQ

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

## 2. Rates

- (a) The rates in the table below (**Rates**) apply to this Agreement.

| Rate<br>(as at 1 July 2018 ( <b>Rate Set Date</b> )) | Amount<br>(per GJ)                                                             |
|------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Traded Imbalance Rate</b>                         | \$1.1458 per GJ                                                                |
| <b>Unauthorised Imbalance Rate</b>                   | 100% of the Traded Imbalance Rate                                              |
| <b>Unauthorised Overrun Rate</b>                     | \$4.0321 per GJ                                                                |
| <b>In-Pipe Trade Rate</b>                            | \$0.0101 per GJ up to a maximum In-Pipe Trade Charge of \$3,528.0974 per Month |
| <b>Entitlements Trading Rate</b>                     | \$0.0202 per GJ per hour                                                       |

- (b) The Rates are GST exclusive and escalate in accordance with clause 10 of this Schedule 7.
- (c) The imposts in the table below (**Specific Imposts**) apply to this Agreement.

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

### **3. Standardisation Cost Charge**

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

### **4. Auction Charge**

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

### **5. Exchange Capacity Charge**

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

### **6. Imbalance Charge**

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

### **7. Unauthorised Overrun Charge**

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

### **8. In-Pipe Trade Charge**

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

### **9. Entitlements Trading Charge**

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

## 10. Escalation of Rates

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

## 11. Specific Imposts

- (a) If this Schedule 7 specifies any Specific Imposts, Shipper must pay to Service Provider a proportion, as reasonably determined and apportioned to Shipper by Service Provider from time to time, of the costs of the Specific Imposts incurred by Service Provider or a Related Body Corporate of Service Provider for each Month in the Term.
- (b) Without limiting paragraph (a), the Parties acknowledge that Service Provider may recover in full from Transportation Facility Users the costs of Specific Imposts and agree that an apportionment by Service Provider of Specific Imposts between Transportation Facility Users (including Shipper) based on MDQ or throughput of Gas for the relevant period is reasonable.



## Schedule 8

### Imbalances

(see clause 9)

Shipper's Imbalance Allowance for Traded Forward Haul Services for a Day (**TFHS Imbalance Allowance**) is 1% of Shipper's Traded Forward Haul Service MDQ for the Day.



# Schedule 9

## Other Services

(see clause 10)

### 1. Definitions

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

**Confirmed Sold Gas** means the lesser of quantities of gas:

- (a) nominated by Shipper under clause 2 of this Schedule 9; or
- (b) nominated by the applicable Trading Counterparty under its Facility Agreement for receipt at the applicable In-Pipe Receipt Point or delivery at the applicable In-Pipe Delivery Point.

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

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

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

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

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

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

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

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

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

## 2. In-Pipe Trade Service

### 2.1 Service details

- (a) Shipper may request Service Provider to facilitate a Gas Trade by submitting a nomination to Service Provider specifying:
  - (i) the receipt by Service Provider at an In-Pipe Receipt Point of quantities of Sold Gas nominated by Shipper; or
  - (ii) the delivery by Service Provider to Shipper or for Shipper's account at an In-Pipe Delivery Point of quantities of Sold Gas nominated by Shipper.
- (b) Service Provider must schedule:
  - (i) (where Shipper is the seller) delivery of Confirmed Sold Gas at the applicable In-Pipe Delivery Point; and
  - (ii) (where Shipper is the buyer) receipt of Confirmed Sold Gas at the applicable In-Pipe Receipt Point,

on account of Shipper on that Day. The quantities of Gas last scheduled by Service Provider under this paragraph (b) for receipt or delivery are the quantities that will be deemed to have flowed on the relevant Day in respect of the applicable Gas Trade.
- (c) Service Provider is not obliged to provide the In-Pipe Trade Service if:
  - (i) the receipt of Sold Gas at an In-Pipe Receipt Point or the delivery of Gas at an In-Pipe Delivery Point would result in an imbalance between receipt and delivery quantities which is not authorised by this Agreement or an unauthorised imbalance under the Facility Agreement of Shipper's Trading Counterparty;
  - (ii) Shipper's Trading Counterparty fails to give Service Provider a nomination under a Facility Agreement for the receipt or delivery of Sold Gas to be bought or sold by Shipper;
  - (iii) Shipper's Trading Counterparty is in breach of its obligations to Service Provider under its Facility Agreement; or
  - (iv) in Service Provider's opinion (acting reasonably) the receipt or delivery may affect, or be affected by, the Capacity of the Facility or its operational integrity.
- (d) Shipper's only remedy for Service Provider's failure to provide the Service set out in this clause 2 is relief from payment of the In-Pipe Trade Charge for the Gas Trade to which the failure relates.

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

- (a) Service Provider must allocate to Shipper, at each Trading Point, a unique In-Pipe Receipt Point and In-Pipe Delivery Point in respect of each other Eligible Shipper from time to time. Each:
  - (i) In-Pipe Receipt Point is a Receipt Point; and
  - (ii) In-Pipe Delivery Point is a Delivery Point,for the purposes of nominations, scheduling and curtailment, and for the calculation of Shipper's Daily Imbalances.
- (b) The Receipt Point MDQ for each In-Pipe Receipt Point and the Delivery Point MDQ for each In-Pipe Delivery Point is the quantity of Gas scheduled by Service Provider for receipt or delivery (as applicable) at the relevant point on the applicable Day.
- (c) Service Provider must make available to Shipper details of the applicable In-Pipe Receipt Points and In-Pipe Delivery Points then allocated to all other Eligible Shippers from time to time, including (without limitation) new points and terminated points.
- (d) Notwithstanding any of its obligations under this Agreement, Service Provider may disclose to Eligible Shippers details about In-Pipe Receipt Points and In-Pipe Delivery Points allocated from time to time to Shipper under this Agreement, including (without limitation) new points and terminated points.
- (e) Service Provider may disclose to a Trading Counterparty of Shipper any information, relating to Shipper, which Service Provider reasonably determines that the Trading Counterparty of Shipper needs to know to facilitate Gas Trades between Shipper and that Trading Counterparty.

## 2.3 Representation

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

## 2.4 Title

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

## Schedule 10

Hourly limitations  
(see clause 11)

### 1. Definitions

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

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

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

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

**MHQ Factor** means 1.1.

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

### 2. Hourly limitations

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

### 3. Entitlements Trades

- (a) Shipper may, by email to the Service Provider at the Service Provider Address for Email Notices set out in Agreement Details, request Service Provider to facilitate an Entitlements Trade.
- (b) Service Provider will use all reasonable endeavours to facilitate the requested Entitlements Trade, provided that:
  - (i) the seller holds the requisite hourly entitlements, imbalance entitlements or other contractual entitlements to use the Capacity of the Facility (as applicable), in respect of the Facility on the Day and Shipper's counterparty to the Entitlements Trade (**Entitlements Counterparty**) is not, at the time of

- Shipper's request, in breach of its obligations to Service Provider under its Facility Agreement;
- (ii) Service Provider receives a matching request from the Entitlements Counterparty within a reasonable time to enable Service Provider to facilitate the trade; and
  - (iii) in the opinion of Service Provider (acting reasonably), giving effect to the trade will not adversely affect the operational integrity of the Facility.
- (c) If and to the extent that Service Provider facilitates the Entitlements Trade, then Service Provider will adjust the hourly entitlements, imbalance entitlements or other contractual entitlements to use the Capacity of the Facility (as applicable) of Shipper and its Entitlements Counterparty accordingly.
- (d) Entitlements Trades do not affect:
- (i) any Transportation Facility User's right, title or interest in any Gas in or to be received in or delivered from the Facility;
  - (ii) Shipper's obligations to Service Provider under this Agreement in respect of any hourly capacity sold by it to an Entitlements Counterparty; or
  - (iii) Service Provider's rights to curtail services in accordance with this Agreement.
- (e) Nothing in this Agreement obliges Service Provider, or affects the responsibility of the parties to the Entitlements Trade, to do or arrange any act or thing necessary or desirable for the perfection or completion of the Entitlements Trade. This Agreement does not of itself create any Entitlements Trade (which is the responsibility of Shipper and the applicable Entitlements Counterparty as between themselves).
- (f) Shipper's only remedy for Service Provider's failure to facilitate an Entitlements Trade in accordance with this Schedule 10 is relief from payment of any applicable Entitlements Trading Charge for the applicable Day to which the failure relates.
- (g) Imbalance entitlements may only be transferred or acquired by way of an Entitlements Trade in accordance with this Schedule 10 where those imbalance entitlements are unable to be transferred or acquired by way of a Bilateral Trade in accordance with the Traded Park Service or by way of a Gas Trade in accordance with the In-Pipe Trade Service in Schedule 9.

## Schedule 11

### Metering Principles

(see clause 13)

#### 1. Definitions

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

**Legacy Points** means those Receipt Points and Delivery Points indicated as "legacy points" in Schedule 2 of the Pipeline System Rules.

**Legacy Point Shipper** means the Transportation Facility User who under the terms of a Gas Transportation Agreement, is entitled to utilise Transportation Services via a Legacy Point.

**Measurement Equipment** means all equipment used to measure the physical quantity or quality of Gas received by the Transportation Facility at a Receipt Point and delivered at the Delivery Point and all ancillary equipment required to test and maintain the reliability and calibration accuracy of that equipment.

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

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

#### 2. Acknowledgements

The Service Provider and each Transportation Facility User acknowledge and agree that:

- (a) the Metering and Measurement Requirements apply to this Agreement;
- (b) to the extent that there is inconsistency between this Schedule 11 and the Metering and Measurement Requirements, the Metering and Measurement Requirements will prevail;
- (c) the Measurement Equipment for the Legacy Points must comply with specifications required of those specific Legacy Points in section 2 of Schedule 3 of the Pipeline System Rules;
- (d) the specification for Measurement Equipment, except for that provided for in (c) of this clause 2) including any Measurement Equipment for any new Receipt Points or Delivery Points on the Transportation Facility must comply with specifications required of standard Delivery Points and Receipt Points which are set out in section 1 of Schedule 3 of the Pipeline System Rules;

- (e) the Measurement Equipment at the Legacy Points will be operated and maintained by or on behalf of the relevant Legacy Point Shipper in accordance with the metering requirements set out in Schedule 4 of the Pipeline System Rules; and
- (f) the Measurement Equipment at the Legacy Points, under the metering requirements set out in Schedule 4 of the Pipeline System Rules, cannot be validated through meter series proving, which may result, from time to time, in Service Provider or Transportation Facility User failing to take accurate measurement of Gas specifications and flow for the Gas delivered through Legacy Points.

### 3. Metering and Measurement Requirements

- (a) The Metering and Measurement Requirements set out:
  - (i) the technical standards with which Metering Equipment at Receipt Points, Delivery Points and Compressors (and if applicable Compression Receipt Points and Compression Delivery Points) must comply;
  - (ii) the procedures for measurement and testing of Gas;
  - (iii) the accuracy requirements with which Metering Equipment must comply;
  - (iv) the procedures to apply where Metering Equipment is shown to have recorded inaccurately for a period; and
  - (v) the procedures to apply where Metering Equipment fails.

### 4. Metering error

If, at any time, any of the Measurement Equipment is found to be out of service or registering inaccurately:

- (a) by any percentage, it must be adjusted immediately to read accurately by:
  - (i) the relevant Legacy Point Shipper in respect of a Legacy Point; and
  - (ii) the Service Provider in respect of any Receipt Points or Delivery Points that are not Legacy Points; and
- (b) by an amount exceeding one percent at a reading corresponding to the average rate of flow for the period since the immediately preceding test, an adjustment must be made for any period of inaccuracy definitely known or agreed upon or, if not known or agreed upon, for 50% of the period since the immediately preceding test ("**Adjustment Period**"). In respect of Measurement Equipment found to be out of service or registering inaccurately at a:
  - (i) Legacy Point, the relevant Legacy Point Shipper; or

- (ii) Receipt Point or Delivery Point (as applicable) that is not a Legacy Point, the Service Provider,  
  
will estimate, acting reasonably, the volume of Gas delivered during the Adjustment Period utilising one of, or a combination of, the following methods in the following order of priority and subject to the availability of each method:
- (iii) by using, where available, primary meter data (including using SCADA trends over the period of metering error);
- (iv) by using the data recorded by any check-measuring equipment, if installed and accurately registering;
- (v) by using trend data recorded by another Party (or Pipeline Operator), if such data represents an accurate measure of the volume of Gas delivered to the applicable Receipt Point or Delivery Point;
- (vi) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation; and/or
- (vii) by estimating the quantity and/or quality delivered, based on previous deliveries under similar conditions during a period when the equipment was registering accurately using SCADA records from before and after the period of meter failure.

To avoid doubt, no adjustment needs to be made under this clause 3.2(b) to the volume of Gas delivered for any period where the Measuring Equipment is registering inaccurately by an amount equal to or less than one percent.

## 5. Mismeasurement Notice

Promptly after the relevant adjustments are made pursuant to clause 3.2(a), a written notice will be issued by, in respect of Measurement Equipment found to be out of service or registering inaccurately at a:

- (a) Legacy Point, the relevant Legacy Point Shipper to the Service Provider; or
- (b) Receipt Point or Delivery Point (as applicable) that is not a Legacy Point, the Service Provider to the affected Transportation Service User (or Transportation Service Users),

(“**Mismeasurement Notice**”), which must include:

- (c) the date and time at which:
  - (i) the Measurement Equipment was found to be out of service or registering inaccurately; and
  - (ii) such Measurement Equipment was adjusted to read accurately in accordance with clause 3.2(a);

- (d) a description of the issues affecting the Measurement Equipment, including the suspected or actual cause or causes;
- (e) details in respect of the corrective action undertaken (if any);
- (f) details in respect of the method, or methods, referred to in clause 3.2(b) that were used to estimate the volume of Gas delivered during the Adjustment Period, including the actual calculations; and
- (g) any relevant supporting documents (including SCADA trends and records), which support the calculation of the volume of Gas delivered during the Adjustment Period.

A Transportation Service User or a Service Provider may Dispute a Mismeasurement Notice in accordance with the procedure set out in clause 14 of the Pipeline System Rules.

## **6. Metering Equipment**

### **6.1 Provision and operation of Metering Equipment**

- (a) Service Provider will, at its cost, provide, operate and maintain Metering Equipment to measure the quantity of Gas used at each of Service Provider's compressor stations on the Pipeline.
  - (i) Where Service Provider owns or controls the Metering Equipment, Service Provider must ensure that the Metering Equipment complies with the Metering and Measurement Requirements.
  - (ii) Where Service Provider is party to contractual arrangements with the owner or controller of the Metering Equipment requiring that it must meet specified standards, Service Provider must use its reasonable endeavours to ensure that the Metering Equipment complies with the Metering and Measurement Requirements.
- (b) Shipper will, at its cost, cause to be provided, operated, validated and maintained all other Metering Equipment required for the purposes of this Agreement in accordance with the Metering and Measurement Requirements, provided that where:
  - (i) Metering Equipment is owned or controlled by an Interconnect Party (other than the Shipper) with which Service Provider does not have contractual arrangements that the Metering Equipment must meet specified standards; and
  - (ii) the Metering Equipment is operational in relation to the Facility as at the date of this Agreement,

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

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

## 6.2 Access

- (a) The Parties must take all action reasonably necessary to ensure that access to their respective Metering Equipment is provided to permit inspections and tests to be carried out as required in the Metering and Measurement Requirements.
- (b) Each Party must ensure that the other party has both physical and digital access to any relevant Metering Equipment at all reasonable times for the purpose of obtaining and verifying all measurement information produced or recorded by it.

## Schedule 12

### Operational communications

(see clause 14)

#### 1. Definitions

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

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

- (a) submitting nominations under this Agreement;
- (b) submitting or confirming details of trading in Transportation Capacity with other Transportation Facility Users; and
- (c) obtaining access to information regarding receipts, delivery, balances and gas flows under this Agreement.

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

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

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

#### 2. Information Interface

##### 2.1 Right of Access

- (a) On and from the commencement of the Term, Service Provider grants to Shipper a non-exclusive, non-assignable, non-transferable right to access the Information Interface (**Right of Access**) solely for the following purposes:
  - (i) submitting nominations under this Agreement;
  - (ii) submitting or confirming details of trading in Transportation Capacity with other Transportation Facility Users; and

- (iii) receiving information regarding receipts, delivery, balances and Gas flows under this Agreement.
- (b) The Right of Access may only be exercised on behalf of Shipper by Named Users authorised by Service Provider in writing. Shipper is liable for any loss incurred by Service Provider resulting from the use of the Information Interface by Named Users for other than the purposes in paragraph (a).
- (c) The Shipper must not reverse engineer, decompile, disassemble or alter the Information Interface or any source code associated with the Information Interface.

## 2.2 Control and ownership

The Shipper acknowledges that Service Provider:

- (a) retains all ownership and Intellectual Property Rights in the Information Interface, including all copyright in any computer software contained or embodied in the Information Interface;
- (b) may monitor the use of the Information Interface by the Shipper; and
- (c) may implement changes to the Right of Access and/or Information Interface at any time by giving reasonable prior notice to the Shipper.

## 2.3 Support services

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

## 2.4 Parties to co-operate

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

## Schedule 13

Compressor operation  
(see clause 15)

Not applicable.

# Schedule 14

Miscellaneous provisions  
(see clause 16)

Not applicable.