



AUSTRALIAN GAS NETWORKS LIMITED

**QUEENSLAND LIGHT REGULATION NETWORK
TERMS AND CONDITIONS**

JUNE 2016

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 Background	1
1.2 Purpose of this Document	1
1.3 Description of Network	1
1.4 Definitions and Interpretation	1
1.5 Contact Details	1
2. SERVICES	2
2.1 General	2
2.2 Haulage Services	2
2.3 Ancillary Services	3
2.4 Negotiated Services	3
2.5 Network Service Standards	3
3. TARIFFS	4
3.1 General	4
3.2 Changes to Tariffs	4
3.3 Haulage Tariffs	4
3.4 Ancillary Service	4
4. TERMS AND CONDITIONS	5
4.1 Introduction	5
4.2 Terms and Conditions	5
4.3 Specific Terms and Conditions	5
4.4 Delivery Points and Receipt Points	5
4.5 MDQ	5
4.6 Negotiated Services	6
4.7 Pre-Conditions to Network Services	6
4.8 Network User Policy	6
5. REVIEW OF THIS DOCUMENT	8
6. GLOSSARY	9
ANNEXURE A	14
Map of the Queensland Gas Distribution Network	14
ANNEXURE B	15
Map of the Riverview Zone	15
ANNEXURE C	16
Haulage Services - Tariff Schedule	16
ANNEXURE D	18
Ancillary Services - Tariff Schedule	18
ANNEXURE E	19
Specific Terms and Conditions	19
ANNEXURE F	23
General Terms and Conditions	23

1. INTRODUCTION

1.1 Background

On 5 November 2014, the National Competition Council made a light regulation determination under section 114 of the National Gas Law in relation to the covered pipeline known as the Queensland Gas Distribution Network (“the Network”).

The effect of this determination is that the Network became a light regulation pipeline for the purposes of the National Gas Rules.

1.2 Purpose of this Document

Rule 36 of the National Gas Rules states that a service provider providing pipeline services by means of a light regulation pipeline must publish on its website:

- (a) the prices on offer for light regulation services; and
- (b) the other terms and conditions of access to those services.

The purpose of this document is to provide the information required under rule 36 of the National Gas Rules in relation to the light regulation services provided by means of the Network.

This document is not a full access arrangement nor a limited access arrangement under the National Gas Law.

1.3 Description of Network

The Network distributes gas in the Brisbane Region (Brisbane CBD, Ipswich and suburbs north of the Brisbane River) and the Northern Region (Rockhampton and Gladstone).

Annexure A contains a map showing the Brisbane Region and the Northern Region. The Brisbane Region includes the Riverview industrial estate (the Riverview Zone), which is shown on the map in Annexure B.

1.4 Definitions and Interpretation

In this document, unless the context indicates otherwise:

- (a) where a word or phrase begins with a capital letter:
 - (1) it has the meaning given to it in the glossary that is set out in section 6 of this document;
 - (2) if it is not defined in the glossary, it has the meaning given to it in the National Gas Rules; and
- (b) a reference to a “Rule” is a reference to the relevant section of the National Gas Rules.
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (d) headings are for convenience only and do not affect interpretation.

1.5 Contact Details

The contact person for further details in relation to this document is:

Mr Andrew Staniford
Chief Operating Officer
Australian Gas Networks Limited
Level 6, 400 King William Street
Adelaide SA 5000

Ph: (08) 8418 1111

Fax: (08) 8227 1511

2. SERVICES

2.1 General

The service provider for the Network is Australian Gas Networks Limited (ABN 19 078 551 685)(“AGN”).

The pipeline services which AGN provides by means of the Network comprise:

- (a) three Haulage Services, which are described in section 2.2;
- (b) various Ancillary Services, which are described in section 2.3; and
- (c) Negotiated Services, which are described in section 2.4.

2.2 Haulage Services

2.2.1 Domestic Haulage Service

The Domestic Haulage Service is a Haulage Service that comprises the delivery of Gas through a Domestic Delivery Point in accordance with, and subject to, the terms and conditions referred to in section 4.

A Delivery Point (DP) is a Domestic DP for a given period if the Gas delivered through that DP during that period was used primarily for domestic purposes and there is a single dwelling using the Gas delivered through that DP. Gas will have been used primarily for domestic purposes if 50% or more of that Gas was used for domestic purposes.

AGN will determine from time to time whether Gas delivered through a DP during any period was used primarily for domestic purposes or primarily for other purposes. AGN’s determination will bind the Network User, unless proven incorrect.

2.2.2 Demand Haulage Service

The Demand Haulage Service is a Haulage Service that comprises the delivery of Gas through a Demand DP, in accordance with, and subject to, the terms and conditions referred to in section 4.

A DP is a Demand DP at a given time if:

- (a) that DP is not a Domestic DP at that time; and
- (b) the Quantity of Gas delivered through that DP during the then most recent Metering Year was equal to or greater than 10TJ in total.

In this section, a reference to the Quantity of Gas delivered is a reference to Gas delivered whether to or for the account of the Network User or another person or persons.

2.2.3 Commercial Haulage Service

The Commercial Haulage Service is a Haulage Service that comprises the delivery of Gas through a Commercial DP in accordance with, and subject to, the terms and conditions referred to in section 4.

A DP is a Commercial DP at a given time if that DP is not a Demand DP or a Domestic DP at that time.

2.2.4 Classification of New DPs

AGN will classify a new DP as a Domestic DP, a Demand DP or a Commercial DP. In determining the classification of a DP, AGN will take into account:

- (a) the Network User or Prospective Network User’s stated demand and connection characteristics for the DP; and
- (b) tariffs assigned to DPs with the same or materially similar demand and connection characteristics.

A new DP classified by AGN as a Domestic DP, a Demand DP or a Commercial DP will be treated as a Domestic DP, a Demand DP or a Commercial DP (as the case may be) for the purposes of this

document (and for the purposes of each Agreement) until such time as AGN re-classifies that Delivery Point.

The tariff applicable in respect of the DP will be determined from time to time on the basis of the classification of that DP as determined from time to time by AGN.

2.2.5 *Associated Services*

As part of each Haulage Service, AGN will provide meter reading data on a quarterly basis for Domestic DPs and Commercial DPs and on a monthly basis for Demand DPs in accordance with, and subject to, the terms and conditions referred to in section 4.

For the avoidance of doubt, Unaccounted for Gas is supplied by AGN. The cost of Unaccounted for Gas has been taken into account in the determination of the tariffs.

The Haulage Services do not include any of the Network Services described as Ancillary Services (see section 2.3) or Negotiated Services (see section 2.4).

2.3 **Ancillary Services**

AGN provides various Ancillary Services for the Network. Each of these Ancillary Services has been assigned its own B2B job code and charging code. Each Ancillary Service is described in Annexure D to this document, by reference to its B2B job code and the associated charging code.

Each Ancillary Service will be provided in accordance with, and subject to, the terms and conditions referred to in section 4.

2.4 **Negotiated Services**

Any Network User or Prospective Network User may request AGN to provide a Negotiated Service. A Negotiated Service is a Network Service that is different from the Network Services described in sections 2.2 and 2.3.

The terms and conditions on which AGN will provide Negotiated Services will be the same as the terms and conditions referred to in section 4, where AGN determines that those terms and conditions are appropriate and applicable to the requested Negotiated Service.

2.5 **Network Service Standards**

AGN will provide each Network Service in accordance with, and subject to, the requirements of any Distribution Licence or applicable law.

3. TARIFFS

3.1 General

The Network is a light regulation pipeline for the purposes of the National Gas Rules and, accordingly, tariffs for pipeline services are not subject to price and revenue regulation under the National Gas Rules.

Instead, AGN is required to publish on its website, the prices on offer for light regulation services provided by means of the Network.

Those prices are set out in the Tariff Schedules for the Network which will be published on AGN's website at www.australiangasnetworks.com.au.

Currently, there are two Tariff Schedules which are relevant to the Network. One of those Tariff Schedules sets out the tariffs which are used to calculate the charges for Haulage Services provided by means of the Network. The current edition of this Tariff Schedule is set out as Annexure C to this document.

The second Tariff Schedule sets out the tariffs which are used to calculate the charges for Ancillary Services. The current edition of this Tariff Schedule is set out as Annexure D to this document.

3.2 Changes to Tariffs

Whenever AGN wishes to change the prices set out in a Tariff Schedule, it will publish a revised Tariff Schedule on its website and notify Network Users.

The changes may include changes to the prices or the tariffs or changes to the structure of tariffs or the introduction of new tariffs (either in addition to, or in substitution for, any previous tariff).

Any changes to AGN's prices will take effect from the date specified in the revised Tariff Schedule (or as otherwise determined in accordance with the revised Tariff Schedule).

AGN may consolidate Tariff Schedules or divide any Tariff Schedule into multiple Tariff Schedules, as it thinks appropriate from time to time.

3.3 Haulage Tariffs

The tariffs for the Domestic Haulage Service, Commercial Haulage Service and Demand Haulage Service are known as "Tariff R", "Tariff C" and "Tariff D" respectively.

The Tariff Schedule set out as Annexure C to this document shows the tariffs that apply to Haulage Services from 1 July 2016 until that Tariff Schedule is revised in accordance with section 3.2 of this document.

In the Tariff Schedule set out as Annexure C, the tariffs for the Demand Haulage Service are determined by reference to the MDQ of a Delivery Point. For this purpose, the MDQ will be determined in the manner described in section 4.5 of this document.

In the Tariff Schedule set out as Annexure C, the tariffs for Haulage Services vary according to the region or zone of the Network in which the DP is located. The Network comprises three regions or zones. They are the Brisbane Region, the Northern Region and the Riverview Zone. The Brisbane Region and the Northern Region are shown on the map in Annexure A. The map in Annexure B shows the Riverview Zone.

3.4 Ancillary Service

The initial tariffs for Ancillary Services are set out in the Tariff Schedule in Annexure D. These tariffs will apply to Ancillary Services from 1 July 2016 until that Tariff Schedule is revised in accordance with section 3.2 of this document.

4. TERMS AND CONDITIONS

4.1 Introduction

The National Gas Rules require AGN to publish the terms and conditions of access to pipeline services to be provided by means of the Network. Those pipeline services are the Network Services described in section 2 of this document.

The terms and conditions of access to those Network Services are the terms and conditions described in section 4 of this document.

4.2 Terms and Conditions

Network Services will be provided to Network Users on and subject to the terms and conditions of an Agreement that will comprise:

- (a) the Specific Terms and Conditions, in the form set out as Annexure E; and
- (b) the terms and conditions set out in Annexure F (**the General Terms and Conditions**).

4.3 Specific Terms and Conditions

The Specific Terms and Conditions is a standard form document that contains details which will vary from Network User to Network User and from Agreement to Agreement. The blank spaces in the standard form are to be completed and the document signed by AGN and the Network User to evidence the Agreement between them.

As is apparent from the form of the Specific Terms and Conditions set out in Annexure E, the details to be completed are as follows:

- (a) details of each User Receipt Point at which Gas is to be delivered to AGN by or for the account of that Network User pursuant to the Agreement;
- (b) details of each User DP at which Gas is to be delivered by AGN to or for the account of that Network User pursuant to the Agreement;
- (c) the period for which the Agreement is to remain in force (assuming it is not terminated earlier in accordance with the General Terms and Conditions);
- (d) the date on which AGN is to commence providing Network Services pursuant to the Agreement;
- (e) if agreed for any User DP which is a Demand DP, details of the maximum Quantity of Gas AGN is obliged to deliver through that User DP during any Network Day; and
- (f) details for the purposes of the service of notices on the Network User pursuant to the Agreement.

4.4 Delivery Points and Receipt Points

As regards paragraphs (a) and (b), it is possible that a Network User will wish to deliver Gas to AGN through multiple/different Receipt Points that vary over the term of the Agreement or require AGN to deliver Gas through multiple/different DPs that will vary over the term of the Agreement. In this case, the Specific Terms and Conditions will describe how those Receipt Points and DPs will be determined and identified from time to time over the term of that Agreement.

In the case of Network Users who wish to be able to deliver Gas through multiple/different DPs that vary over the time, AGN expects that the User DPs will be defined as those DPs in respect of which the Network User is the FRO (financially responsible organization) under the Retail Market Procedures.

4.5 MDQ

As regards paragraph (e), the MDQ for a User DP will be determined by negotiation between AGN and the Network User. If no MDQ has been or is agreed for a User DP, then the MDQ will be determined by AGN acting reasonably, having regard to historical data about the Quantities of Gas delivered through the relevant User DP and any other factors AGN considers relevant.

4.6 Negotiated Services

A Negotiated Service is a Network Service that is different from the Network Services described in sections 2.2 and 2.3 of this document.

If a Network User or a Prospective Network User requires a Network Service on terms and conditions that differ in any way to the General Terms and Conditions, then the Network User or Prospective Network User requires a Negotiated Service.

The terms and conditions on which AGN will provide a Negotiated Service (including the price or tariff for that Negotiated Service) will be determined through negotiation between AGN and the Network User who requires that Negotiated Service, or in default of agreement, through dispute resolution in accordance with Chapter 6 of the National Gas Law.

The terms and conditions on which AGN will provide a Negotiated Service will be the same as the General Terms and Conditions to the extent that the General Terms and Conditions are appropriate and applicable to the Negotiated Service requested by the Network User or Prospective Network User.

Once the terms and conditions of a Negotiated Service have been agreed or determined through dispute resolution in accordance with Chapter 6 of the National Gas Law, AGN and the Network User will sign a document to evidence those terms and conditions.

The document will comprise the Specific Terms and Conditions, the General Terms and Conditions (to the extent that they apply to the Negotiated Service) and a schedule setting out the terms and conditions applicable to that Negotiated Service (as agreed or determined through dispute resolution).

The schedule is known as the Special Terms and Conditions and will show how the terms and conditions applicable to the Negotiated Service differ from the General Terms and Conditions.

4.7 Pre-Conditions to Network Services

A Prospective Network User that requires a Network Service must satisfy a number of pre-conditions before AGN is required to provide that Network Service. These pre-conditions are as follows:

- (a) the Network User must satisfy AGN that the Network User meets the requirements of AGN's Network User Policy;
- (b) the Network User must satisfy AGN that the Network User is registered under the Rules as a registered participant in the relevant registrable capacities; and
- (c) the Network User must execute a written agreement setting out or incorporating the terms and conditions on which AGN is to provide the Network User with the Network Service.

4.8 Network User Policy

AGN will not be required to provide Network Services to a Network User, or Prospective Network User, who does not meet the requirements of AGN's Network User Policy. The Network User Policy requires that:

- (a) a Network User must be resident in Australia or have a permanent establishment in Australia;
- (b) (if the Network User is incorporated or constituted under any law other than the Corporations Act 2001) the Network User must have provided AGN with a legal opinion in form and substance satisfactory to AGN that confirms:
 - (i) the due incorporation and good standing of the Network User;
 - (ii) the legal capacity of the Network User to enter into and perform the Agreement between the Network User and AGN; and
 - (iii) the due execution of that Agreement and the enforceability of that Agreement against the Network User;

- (c) the Network User must be capable of being sued in its own name in courts established under the laws of Queensland and other States;
- (d) the Network User must not enjoy any immunity from legal proceedings or legal process (including, but without limitation, any immunity from execution);
- (e) if the Network User is required to provide credit support under the National Gas Rules, the Network User must provide that credit support to AGN in accordance with the National Gas Rules;
- (f) if the National Gas Rules do not regulate the credit support to be provided by the Network User (such as where the Network User is not a retailer), the Network User must provide AGN with credit support in accordance with the General Terms and Conditions;
- (g) the Network User must have the necessary financial capability to discharge its present and future obligations in relation to Network Services; and
- (h) the Network User must not be an externally-administered body corporate or insolvent under administration (as defined in the Corporations Act 2001) or under a similar form of administration under any laws applicable to the Network User in any jurisdiction.

In the case of paragraph (f), clause 27.2(a) of the General Terms and Conditions state that a Network User must provide credit support in an amount reasonably requested by AGN. For this purpose, AGN will usually require credit support for an amount not less than AGN's estimate of three months average Charges (calculated by reference to a 12 month period).

5. REVIEW OF THIS DOCUMENT

AGN may review this document whenever it thinks fit from time to time. If AGN wishes to revise any of the terms of this document (including the description of the Network Services or the prices on offer for those Network Services or any of the terms and conditions of access to those Network Services), AGN may publish those revisions on its website.

6. GLOSSARY

In this document, unless the contrary intention appears:

- (1) **'AEMO'** means Australian Energy Market Operator Limited (ABN 94 072 010 327).
- (2) **'AER'** or **'Regulator'** means the Australian Energy Regulator.
- (3) **'Agreement'** means the contract between AGN and a Network User for the provision of Network Services.
- (4) **'Ancillary Service'** means a Network Service described in section 2.3 of this document.
- (5) **'Ancillary Service Charge'** means the charge payable by the Network User under the Agreement for an Ancillary Service as calculated in accordance with the Agreement and the relevant Tariff Schedule from time to time.
- (6) **'Billing Period'** means a calendar month or such other period as AGN and the Network User may agree.
- (7) **'Brisbane Region'** (or **'Brisbane Zone'**) means the part of the Network in and around Brisbane and Ipswich, other than the area within the Riverview Zone.
- (8) **'Business Day'** means a day other than a Saturday, Sunday or public holiday in Queensland.
- (9) **'Claim'** means any claim under or pursuant to an indemnity in the Agreement (or any other contract) or as a result of any breach of the Agreement (or any other contract) or in tort or as a result of any negligence or any breach of duty or as a result of any breach of any statutory duty or obligation or any other duty or obligation.
- (10) **'Commercial DP'** has the meaning given to it in section 2.2.3 of this document.
- (11) **'Commercial Haulage Service'** means the Network Service that is described in section 2.2.3 of this document.
- (12) **'CPI'** means the Consumer Price Index (All Groups Weighted Average for the Eight Capital Cities) as published by the Australian Bureau of Statistics or its successor or, if that Consumer Price Index is not published for any reason, whatever alternative index AGN determines from time to time is reasonably equivalent to that Consumer Price Index.
- (13) **'Cubic Metre'**, in relation to Gas, means the amount of that Gas which, at Standard Conditions, would occupy a volume of one cubic metre.
- (14) **'Consumer Connection Contract'** means a "customer connection contract" (as defined in the National Energy Retail Law) between AGN and a Shared Customer in respect of premises at which there is a User DP. A reference to a customer connection contract includes a reference to a customer connection contract taken to be entered into by AGN and a Shared Customer by operation of law.
- (15) **'Customer Connection Services'** means "customer connection services" (as defined in the National Energy Retail Law) for the premises of a Shared Customer which are the subject of a Customer Connection Contract.
- (16) **'Cycle'**, in relation to a Demand DP, means the period between any two meter readings for that DP which are 30 days, or approximately 30 days, apart and, in relation to a Volume DP, means the period between any two meter readings for that DP which are 90 days, or approximately 90 days, apart.
- (17) **'Default Interest Rate'** means a rate of interest which is two per cent per annum higher than the Interest Rate.
- (18) **'Delivery Point'** or **'DP'** means a point on the Network at which Gas is, or is to be, delivered out of the Network.
- (19) **'Demand DP'** has the meaning given to it in section 2.2.2 of this document.
- (20) **'Demand Haulage Service'** means the Network Service that is described in section 2.2.2 of this document.
- (21) **'Distribution Licence'** means a distribution authority granted to AGN under the *Gas Supply Act*

2003, which authorises the operation of the Network or any part of it.

- (22) **'Distribution Services'**, in an Agreement, means Haulage Services, Ancillary Services, Customer Connection Services and any other services (including any Network Services) provided by AGN to the Network User under or in relation to that Agreement.
- (23) **'Distribution Service Charges'** means the charges payable by the Network User under the Agreement and any other charges that are 'distribution service charges' within the meaning of the National Gas Rules (as amended by the National Gas (Retail Support) Amendment Rules 2010).
- (24) **'Domestic Delivery Point'** or **'Domestic DP'** has the meaning given to it in section 2.2.1 of this document.
- (25) **'Domestic Haulage Service'** means the Network Service that is described in section 2.2.1 of this document.
- (26) **'Gas'** has the meaning given to 'natural gas' in the *National Gas Law*.
- (27) **'Gas Retailer'** means a person who is the holder of a retailer authorisation issued under the National Energy Retail Law in respect of the sale of gas.
- (28) **'General Terms and Conditions'** has the meaning given to it in section 4.2 of this document.
- (29) **'GJ'** means a gigajoule, which is 1,000 megajoules.
- (30) **'GST Act'** means the A New Tax System (Goods and Services Tax) Act 1999.
- (31) **'Haulage Service'** means the Commercial Haulage Service, the Demand Haulage Service or the Domestic Haulage Service.
- (32) **'Haulage Service Charges'** means the charges payable by the Network User under the Agreement for a Haulage Service as calculated in accordance with the Agreement and the relevant Tariff Schedule from time to time.
- (33) **'Insolvency Event'** means the happening of any of the following events in relation to a party to an Agreement:
- (a) an order is made that it be wound up or that a 'controller' (as defined in the Corporations Act 2001) be appointed to it or any of its assets;
 - (b) a resolution that it be wound up is passed;
 - (c) a liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
 - (d) an administrator is appointed to it or a resolution that an administrator be appointed to it is passed;
 - (e) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors, in relation to a potential Insolvency Event in subparagraphs (a) to (d), or (f) to (g) occurring;
 - (f) any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
 - (g) it is insolvent within the meaning of Section 95A of the Corporations Act, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; or
 - (h) it stops or suspends:
 - the payment of all or a class of its debts; or
 - the conduct of all or a substantial part of its business; or
 - (i) if the party is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction; or

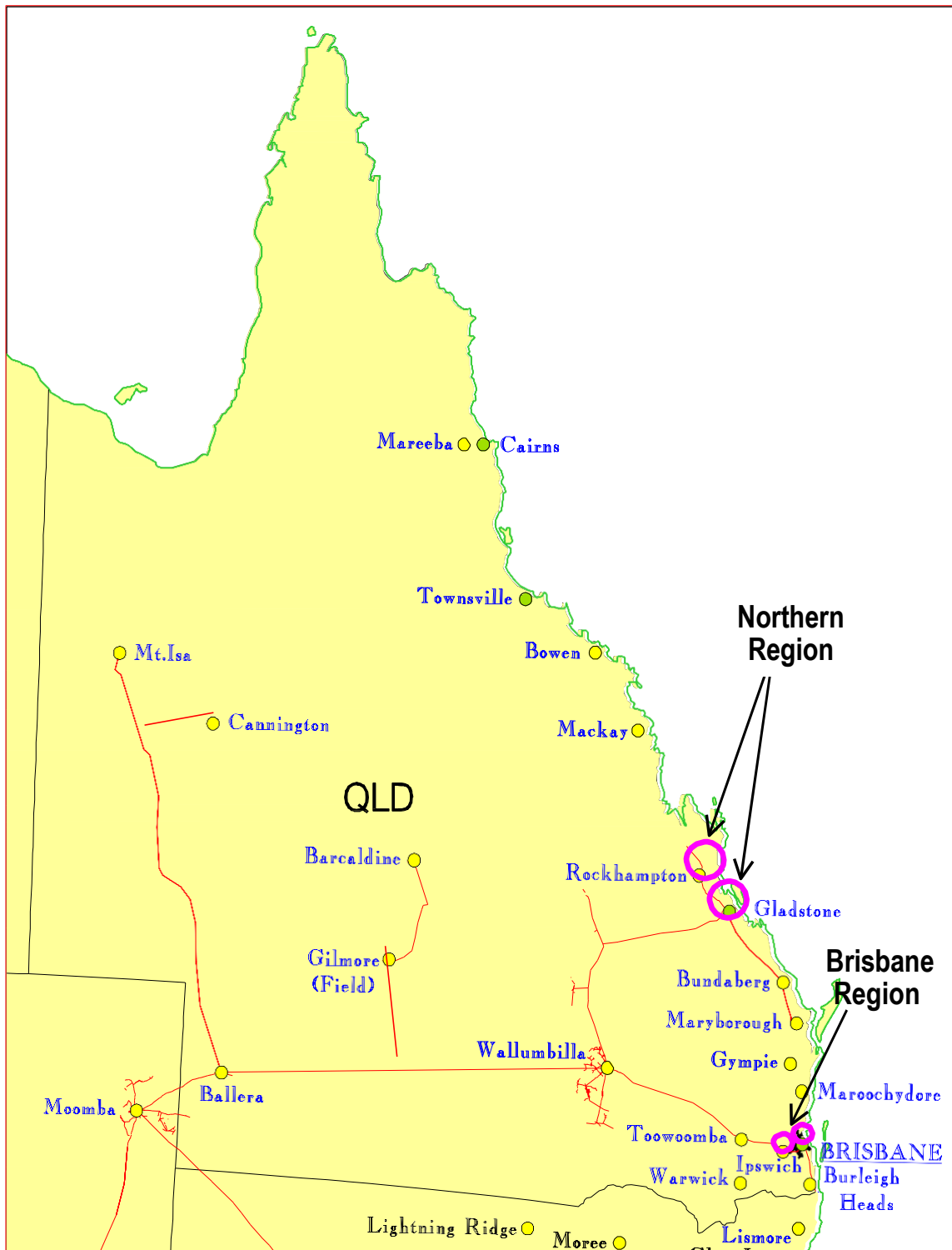
- (j) any other event happens under any law (including the laws of another jurisdiction) that has the same effect, or a substantially similar effect, as any of the events specified in the preceding paragraphs.
- (34) **'Interest Rate'** means the Commonwealth Bank of Australia corporate overdraft reference rate, as varied from time to time.
- (35) **'Maximum Daily Quantity'** or **'MDQ'**, in relation to a DP, means the maximum Quantity of Gas which AGN agrees to deliver through that DP to or for the account of a Network User during any Network Day, as specified in, or determined in accordance with, the Specific Terms and Conditions and the General Terms and Conditions, or another agreement between the Network User and AGN or, if not agreed, as determined in accordance with section 4.5 of this document.
- (36) **'Maximum Hourly Quantity'** or **'MHQ'**, in relation to a DP, means the maximum Quantity of Gas (in GJ) which AGN is obliged to transport and deliver to a particular Delivery Point on behalf of the User in any Hour (excluding Overruns), which is one twelfth of the MDQ unless otherwise agreed.
- (37) **'Metering Installation'**, in relation to a User DP, means the meter and associated equipment and installations (which may include correctors, regulators, filters, data loggers and telemetry relating to a DP) owned or operated by AGN at that User DP.
- (38) **'Metering Installation'**, in relation to a User Receipt Point, means the metering installation owned or operated by AGN at that User Receipt Point or, if AGN does not own or operate metering installation at that User Receipt Point, the metering installation provided by or on behalf of the Network User at that Receipt Point.
- (39) **'Metering Year'**, in relation to a DP, means the period between any two meter readings at that DP which are 12 months, or approximately 12 months, apart.
- (40) **'Negotiated Service'** means a Network Service of the type described in section 2.4 of this document.
- (41) **'NERL'** means the National Energy Retail Law.
- (42) **'NERR'** means the National Energy Retail Rules.
- (43) **'Network'** means the covered pipeline known as the Queensland Gas Distribution Network.
- (44) **'Network Day'** means the period of 24 consecutive hours which is defined or used under the Retail Market Procedures as the period over which gas is measured for the purposes of the Retail Market Procedures. Currently, the Retail Market Procedures refer to a "gas day", which defines a period of 24 hours commencing at 8:00am Eastern Standard Time.
- (45) **'Network Service'** means a service provided by means of the Network.
- (46) **'Network User'** (in an Agreement) means the User that is a party to that Agreement.
- (47) **'Network User Policy'** means the policy set out in section 4.8 of this document.
- (48) **'Northern Region'** (or **'Northern Zone'**) means those parts of the Network in and around Gladstone and Rockhampton.
- (49) **'Overrun Rate'** in relation to a given Network Day, means the amount specified as the Overrun Rate in the Tariff Schedule applicable on that Network Day.
- (50) **'Planned Interruption'** means an interruption of the supply of Gas to the Network for:
- (a) the planned maintenance, repair or augmentation of the Network, including planned or routine maintenance of metering equipment; or
 - (b) the installation of a new connection or a connection alteration.
- (51) **'Prospective Network User'** means a person who seeks or who is reasonably likely to seek to enter into a contract for a Network Service and includes a Network User who seeks or may seek to enter into a contract for an additional Network Service.
- (52) **'Quantity of Gas'** means the quantity of Gas determined in accordance with the Agreement.
- (53) **'Receipt Point'** means a point on the Network at which Gas is, or is to be, received into the Network.

- (54) **'Regulator'** see "AER".
- (55) **'Related Haulage Agreement'** (in an Agreement between AGN and a Network User) means any other agreement between AGN and that Network User under which AGN delivers, or is to deliver, Gas to or for the account of that Network User.
- (56) **'Relevant Tax'** means any royalty, duty, excise, tax, impost, levy, fee or charge (including, but without limitation, any goods and services tax) imposed by the Commonwealth of Australia, any State or Territory of Australia, any local government or statutory authority or any other body (authorised by law to impose such an impost, tax or charge) on or in respect of the Network (or any part of it) or on or in respect of the operation, repair, maintenance, administration or management of the Network (or any part of it) or on or in respect of the provision of any Network Service (other than a levy, fee or charge that arises as a result of AGN's breach of a law or failure to pay a tax or charge by the due date for payment).
- (57) **'Retail Market Procedures'** means the retail market procedures made by AEMO from time to time under section 91M of the National Gas Law and which apply to or in relation to the Network.
- (58) **'Riverview Zone'** means the Riverview industrial area, being the area depicted in Annexure B.
- (59) **'Rules'** means the National Gas Rules under the National Gas Law.
- (60) **'Shared Customer'** means any person from time to time who has, or has had, a contract or other arrangement with a User to purchase Gas delivered through a User DP and any person from time to time who is or has been liable to pay for that Gas under the NERL. In this definition, a reference to a contract or other arrangement includes a reference to a deemed contract or arrangement that came in to operation, or comes into operation, under the NERL.
- (61) **'Specific Terms and Conditions'** means the specific terms and conditions as described in section 4.2 (and, in relation to an Agreement between AGN and a Network User, means the Specific Terms and Conditions which form part of that Agreement).
- (62) **'Standard Conditions'** means a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kilopascals.
- (63) **'Start Date'**, in relation to an Agreement, means the date on which AGN commences, or is to commence, providing Network Services to a Network User pursuant to that Agreement as specified in, or determined in accordance with, the Specific Terms and Conditions.
- (64) **'Sub-Network'** means any part of the Network that is physically discrete from the remainder of the Network (in the sense that, having regard to the physical configuration of the Network and the flow of Gas within the Network, it is physically impossible to transport Gas delivered at a User Receipt Point on that part of the Network to DPs on the remainder of the Network).
- (65) **'Tariff Schedule'** means a tariff schedule contained in Annexure C or Annexure D to this document or, if AGN has published a revised tariff schedule for the Network, the most recent tariff schedule or tariff schedules for the Network that has or have been published from time to time by AGN.
- (66) **'Term'**, in relation to an Agreement, means the period on and from the Start Date of that Agreement up to, and including, the date on which the Agreement terminates in accordance with its terms.
- (67) **'TJ'** means a terajoule, which is 1,000 gigajoules.
- (68) **'Unaccounted for Gas' or 'UAFG'** means the difference between the Quantity of Gas received into the Network and delivered out of the Network, over a specified period of time. This difference includes Gas that is lost due to leakage or other actual losses and discrepancies in the Quantities of Gas due to meter inaccuracies, variations of temperature and/or pressure, and other variants.
- (69) **'Unplanned Interruption'** means an interruption of the supply of Gas to the Network to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of Gas through the Network, and includes:
- (a) an interruption in circumstances where, in the opinion of AGN, a Customer's installation or the Network poses an immediate threat of injury or material damage to any person, any property or the Network;

- (b) an interruption in circumstances where:
 - (i) there are health or safety reasons warranting an interruption;
 - (ii) an emergency warranting an interruption; or
 - (iii) AGN is required to interrupt supply at the direction of a relevant authority; or
 - (c) an interruption to shed demand for Gas because the total demand for Gas at the relevant time exceeds the total supply available; or
 - (d) an interruption to restore supply to a Customer.
- (70) **'Upstream Operator'** means the operator of a transmission pipeline, a distribution network or other facility through which Gas is delivered to any Receipt Point.
- (71) **'User'** means a person who has a current contract for a Network Service or where there has been an arbitration, has an entitlement to a Network Service.
- (72) **'User DP'**, in relation to an Agreement, means each DP identified as a User DP in or by reference to the Specific Terms and Conditions which form part of that Agreement.
- (73) **'User Receipt Point'**, in relation to a Network User, means a Receipt Point through which Gas is delivered, or is to be delivered, to or for the account of that Network User, as specified in, or determined in accordance with, the Specific Terms and Conditions.
- (74) **'Volume DP'** means a Commercial DP or a Domestic DP.
- (75) **'Volume of Gas'** means volume in Cubic Metres.
- (76) **'Year'** means any period of 12 consecutive months.

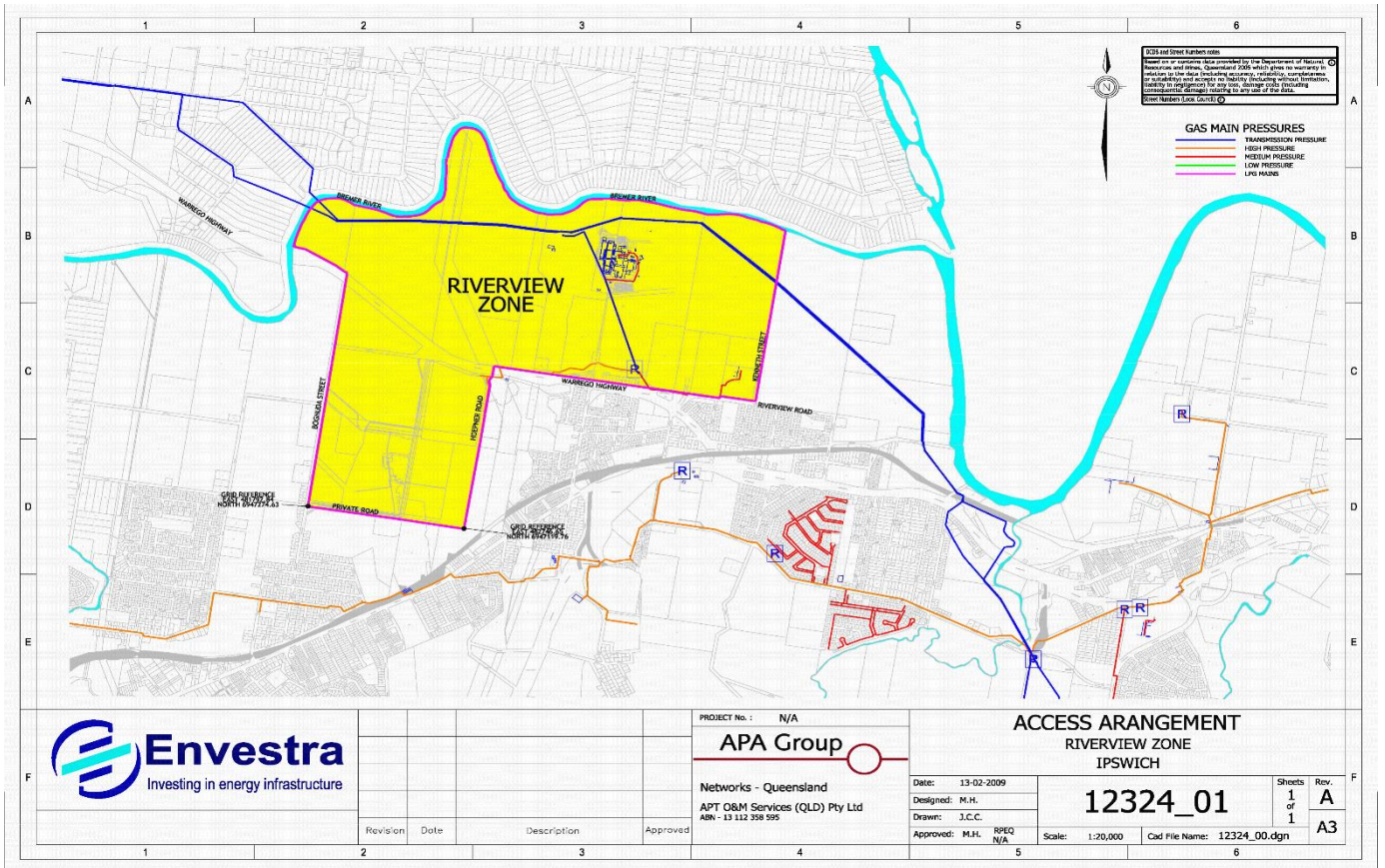
ANNEXURE A

Map of the Queensland Gas Distribution Network



ANNEXURE B

Map of the Riverview Zone



ANNEXURE C

Haulage Services - Tariff Schedule

Tariff R (Domestic Haulage Service – Charges per Network Day excl GST)

Tariff Zone	Brisbane and Riverview	Northern
Fixed Charge (\$/day)	\$0.3556	\$0.3556
Charge for the first 0.0082 GJ of gas delivered (\$/GJ)	\$38.5059	\$42.3538
Charge for the next 0.0192 GJ of gas delivered (\$/GJ)	\$20.9717	\$23.0689
Charge for additional gas delivered (\$/GJ)	\$8.1790	\$8.9996

Notes

1. *The total daily Charge will comprise the Fixed Charge plus a Charge for the Quantity of Gas delivered (or estimated to have been delivered) through the Domestic Delivery Point to or for the account of the Network User.*
2. *The Charge for the Quantity of Gas delivered (or estimated to have been delivered) through the Domestic Delivery Point to or for the account of the Network User will be calculated at the rates shown in the table.*
3. *A reference in the table to the Gas delivered through the Domestic Delivery Point is a reference to Gas delivered through the Domestic Delivery Point whether for the account of the Network User or for the account of any other person or persons.*
4. *Charges will be calculated to the nearest cent, with one-half of a cent rounded upwards.*

Tariff C (Commercial Haulage Service – Charges per Network Day excl GST)

Tariff Zone	Brisbane and Riverview	Northern
Fixed Charge (\$/day)	\$0.3556	\$0.3556
Charge for the first 0.2 GJ of gas delivered (\$/GJ)	\$20.6435	\$22.7042
Charge for the next 0.3 GJ of gas delivered (\$/GJ)	\$18.8746	\$20.7620
Charge for the next 0.5 GJ of gas delivered (\$/GJ)	\$18.2545	\$20.0781
Charge for the next 1.0 GJ of gas delivered (\$/GJ)	\$17.1239	\$18.8381
Charge for the next 5.0 GJ of gas delivered (\$/GJ)	\$14.8535	\$16.3397
Charge for additional gas delivered (\$/GJ)	\$11.0147	\$12.1180

Notes

1. *The total daily Charge will comprise the Fixed Charge plus a Charge for the Quantity of Gas delivered (or estimated to have been delivered) through the Commercial Delivery Point to or for the account of the Network User.*
2. *The Charge for the Quantity of Gas delivered (or estimated to have been delivered) through the Commercial Delivery Point to or for the account of the Network User will be calculated at the rates shown in the table.*
3. *A reference in the table to the Gas delivered through the Commercial Delivery Point is a reference to Gas delivered through the Commercial Delivery Point whether for the account of the Network User or for the account of any other person or persons.*

4. Charges will be calculated to the nearest cent, with one-half of a cent rounded upwards.

Tariff D (Demand Haulage Service – Monthly Charges GJ MDQ excl GST)

Tariff Zone	Brisbane	Riverview	Northern
50 GJ or less	\$10,576.1591	\$9,966.5019	\$11,387.2815
Next 75GJ (\$/GJ)	\$99.6704	\$10.5770	\$109.4724
Next 150GJ (\$/GJ)	\$54.8821	\$10.0482	\$59.9062
Next 250GJ (\$/GJ)	\$21.8106	\$9.1911	\$23.6342
Next 500GJ (\$/GJ)	\$9.9570	\$9.1637	\$10.6226
Next 10,000GJ (\$/GJ)	\$5.0423	\$9.0999	\$5.5256
Additional GJ (\$/GJ)	\$5.0423	\$9.0999	\$5.5256

Notes

1. The Demand Haulage Charges shown above are charges for a complete calendar month.
2. The Charge for a calendar month will accrue from day to day in equal portions.
3. Charges will be calculated to the nearest cent, with one-half of a cent being rounded upwards.
4. For the purpose of calculating daily overrun charges pursuant to clause 5 of the General Terms and Conditions, the overrun rate is \$15 per GJ (excl GST).

ANNEXURE D

Ancillary Services - Tariff Schedule

ANNEXURE E

Specific Terms and Conditions

Network User¹
User Receipt Points The Receipt Points identified in, or identified in accordance with, Schedule 1 to these Specific Terms and Conditions (as that Schedule may be amended from time to time by agreement in writing between the Network User and AGN).
User Delivery Points [Each Delivery Point in respect of which the Network User is the FRO (financially responsible organization) (as defined in the Retail Market Procedures) from time to time.] ²
Start Date
Term [Commencing on the Start Date and ending on a date to be agreed between the Network User and AGN (or, if the Agreement is terminated earlier, the period from the Start Date until the date on which the Agreement is terminated).] ³
MDQ For a User Delivery Point which is a Demand Delivery Point, the MDQ is: <ul style="list-style-type: none">(a) the MDQ shown in relation to that User Delivery Point in Attachment 1 to these Specific Terms and Conditions; or(b) if the MDQ is not shown in that Attachment, the MDQ as agreed between AGN and the Network User or, in default of agreement, as determined by AGN, (in either case, as increased or decreased from time to time in accordance with the General Terms and Conditions (as defined below)).
Notice Details (for the Network User) Address: Telephone: Facsimile: E-mail:

¹ Insert the name and ABN of the Network User.

² Amend as appropriate to define the Delivery Points to which Gas is to be delivered.

³ Amend as appropriate to describe the Term.

Provisions of Agreement

This document evidences that Australian Gas Networks Limited and the Network User have entered into a haulage agreement (**the Agreement**) for the provision of Network Services on and subject to the terms of the Agreement, which comprises:

- (a) the Specific Terms and Conditions set out in this document; and
- (b) the General Terms and Conditions which apply to the Network.

Unless the context otherwise requires, terms used in the Agreement will have the meanings given to them in the Glossary ("**the Glossary**") which is set out in section 6 of the document entitled "Australian Gas Networks Limited – Queensland Light Regulation Network – Terms and Conditions – June 2016".

EXECUTED as an Agreement on _____ day of _____ 20__

Executed by

(ABN _____)

in accordance with Section 127 of the Corporations Act

.....
Director

.....
Director/Secretary

.....
Name
(BLOCK LETTERS)

.....
Name
(BLOCK LETTERS)

Executed for and on behalf of
AUSTRALIAN GAS NETWORKS LIMITED
(ABN 19 078 551 685) by its authorised
representative:

.....
Witness

.....
Authorised Representative

.....
Name
(BLOCK LETTERS)

.....
Name
(BLOCK LETTERS)

ANNEXURE E cont'd

SCHEDULE 1

USER RECEIPT POINTS

Receipt Point	Zone	Location
Gladstone (Breslin Street)	Northern	Outlet of Breslin St meter station
Murrarie	Brisbane	Inlet to Murrarie meter station
Riverview (Ipswich)	Riverview	Insulating flange upstream of Riverview meter station
Redbank (Ipswich)	Brisbane	Outlet of Redbank meter station
Rockhampton (North side)	Northern	Outlet of Parkhurst meter station
Rockhampton (South side)	Northern	Outlet of Wandal meter station

ANNEXURE E cont'd

ATTACHMENT 1

MDQs for DEMAND DELIVERY POINTS

This Annexure lists the User Delivery Points at the Start Date that are Demand Delivery Points at the Start Date and shows the MDQ for those User Delivery Points as at the Start Date. The User Delivery Points are the Delivery Points located at the address as shown in the table below, which has been assigned the MIRNs shown in the table below (where MIRN has the meaning given to it in the Retail Market Procedures).

No.	Customer	MIRN	Address	MDQ (in GJ)

ANNEXURE F

General Terms and Conditions