



# Braemar Power Project Pty Ltd

## B1 Pipeline

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### User Access Guide

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December 2023

**Alinta Energy**  
Level 13, Grosvenor Place, 225 George Street, Sydney NSW 2000

## 1. INTRODUCTION

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### 1.1 Part 11 of the NGR (Access Negotiation Framework)

Part 11 of the National Gas Rules (**NGR**) is made for the purposes of section 148C of the National Gas Law (**NGL**),.

Rule 105C(1) of the NGR provides that a service provider must develop and maintain a user access guide that:

- (a) contains the information in rule 105C(6) of the NGR for each of its pipelines; and
- (b) without limiting paragraph (a), provides other information that is reasonably required for the purposes of Part 11 of the NGR; and
- (c) is published in accordance with the pipeline information disclosure guidelines published by the AER under Part 10 of the NGR (available at: [Pipeline Information Disclosure Guidelines | Australian Energy Regulator \(AER\)](#))

### 1.2 Service provider

The service provider for the Condamine to Braemar Pipeline (**B1 Pipeline**) is Braemar Power Project Pty Ltd (ABN 54 113 386 600) (**Braemar**).

### 1.3 User Access Guide

- (a) This is the User Access Guide for the B1 Pipeline (Pipeline Licence PPL 102, 103), published in accordance with rule 105C of the NGR by Braemar in its capacity as the service provider for the B1 Pipeline (Guide).
- (b) The purpose of this Guide is to provide to users and prospective users information that complies with rule 105C(1) of the NGR about the process for applying for access to a pipeline service provided by means of the B1 Pipeline.

### 1.4 B1 Pipeline details

- (a) The B1 Pipeline is an approximately 150 kilometre gas pipeline in Queensland between Condamine and Braemar, used to supply Alinta Energy's Braemar Power Station, a 564MW fast start, gas peaking power station dispatching into the National Electricity Market.
- (b) The B1 Pipeline has a Category 2 exemption under Part 10 of the NGR until 13 December 2027. Braemar is exempt from the obligations to publish financial information, historical demand information and a cost allocation methodology under rule 101D of the NGR.

### 1.5 Interpretation

- (a) An italicised word or expression has the meaning given to it in rule 105A(1) of the NGR.
- (b) As defined in rule 105A(1) of the NGR, "Information" includes data.

## 2. CONTACT DETAILS

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The contact details for an officer of Braemar to whom preliminary enquiries and *access requests* can be sent are:

<b>Officer</b>	Nestor Paraska, Commercial Manager
<b>Street address</b>	Level 13 Grosvenor Place 225 George Street Sydney NSW 2000
<b>Postal address</b>	Level 13 Grosvenor Place 225 George Street Sydney NSW 2000
<b>Telephone</b>	02 9372 2600
<b>Fax</b>	02 9372 2610
<b>Website</b>	<a href="https://www.alintaenergy.com.au/braemar">https://www.alintaenergy.com.au/braemar</a>
<b>Email</b>	DL_ECWholesalecontracts@alintaenergy.com.au

## 3. DUTY TO NEGOTIATE IN GOOD FAITH

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Section 148D of the NGL provides that a user or prospective user seeking access to a relevant pipeline service and the service provider for the service must negotiate in good faith with each other about:

- (a) whether access can be granted to the user or prospective user; and
- (b) if access is to be granted – the *terms and conditions* for the provision of access to the user or prospective user.

Braemar will negotiate in good faith with all users and prospective users of a pipeline service provided or to be provided by means of the B1 Pipeline in accordance with Braemar's obligations under section 148D of the NGL and Part 11 of the NGR.

## 4. ACCESS REQUESTS

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### 4.1 Preliminary enquiries

- (a) A user or prospective user may request Braemar to provide access to a pipeline service requested by the user or prospective user and provided or to be provided by means of the B1 Pipeline.
- (b) Braemar encourages users and prospective users to contact Braemar early and make a preliminary enquiry about the matters referred to in section 4.1(a) of this Guide before making an *access request* in relation to the provision by Braemar of access to a pipeline service requested by the user or prospective user and provided or to be provided by means of the B1 Pipeline.
- (c) For the avoidance of any doubt, Braemar does not require a user or prospective user to make a preliminary enquiry before making an *access request*.
- (d) If a user or prospective user makes a preliminary enquiry, Braemar will respond to the preliminary enquiry within 10 business days of receiving the enquiry stating:

- (i) whether it can provide access to the pipeline services referred to in the enquiry or whether it needs to carry out *further investigations*; and
  - (ii) when it will provide an *access offer*.
- (e) If requested by the user or prospective user, Braemar will carry out *further investigations*:
- (i) on the basis of a preliminary enquiry and before the user or prospective user makes an *access request*; and
  - (ii) in accordance with section 4.4(b) of this Guide.
- (f) If an *access offer* is made in response to a preliminary enquiry, the user or prospective user does not need to submit an *access request* and the parties may proceed straight to the negotiation phase under rule 105F of the NGR and section 6 of this Guide.
- (g) A prospective user should make a preliminary enquiry for a pipeline service by contacting the officer listed in section 2 of this Guide.

#### 4.2 Access requests

- (a) A prospective user may make an *access request* to Braemar (whether or not it has made a preliminary enquiry).
- (b) An *access request* must be in writing and include the following information:
- (i) company name and ABN/ACN;
  - (ii) contact details (contact person, name and position, phone number, email address, physical address and postal address);
  - (iii) credit rating (if applicable) or details of the user's or prospective user's ability to provide a suitable bank guarantee, letter of credit or some other form of prudential assurance from an entity with a minimum of Standard & Poor's (or equivalent) credit rating of BBB;
  - (iv) a description of the pipeline service requested, including:
    - i. the time or times when each pipeline service will be required and the capacity to be utilised;
    - ii. the receipt and delivery points where the user or prospective user is seeking access; and
    - iii. relevant technical details for any new interconnection to the B1 Pipeline; and
  - (v) details relating to the pipeline service requested.
- (c) A sample Access Request Form is provided at **Appendix 1** to this Guide.
- (d) The information required under section 4.2(b) and Appendix 1 of this Guide is reasonably required for Braemar to prepare an *access offer* in relation to the access sought or to determine whether Braemar needs to undertake *further investigations* in relation to the *access request*.

- (e) Braemar will acknowledge receipt of the *access request* within 5 business days after the *access request* is received.
- (f) If the *access request* is incomplete, Braemar's acknowledgment under section 4.2(e) of this Guide will specify the information required to complete the *access request*.

#### **4.3 Amending an access request**

A user or prospective user may amend the details of the access sought in an *access request* with Braemar's consent (which consent must not be unreasonably withheld, but which may be subject to reaching agreement on a reasonable extension to the period for Braemar to make an *access offer*).

#### **4.4 Further investigations**

- (a) If Braemar considers that it needs to undertake *further investigations* in relation to an *access request*, Braemar will notify the prospective user within 10 business days after receipt of the *access request* or (if applicable) after the receipt of any further information requested under section 4.2(f) of this Guide.
- (b) Braemar will carry out any *further investigations* under either section 4.1(e) or section 4.4(a) of this Guide expeditiously and will negotiate with the user or prospective user in good faith about the terms and conditions on which the *further investigations* will be carried out (including the basis for determining reasonable costs of the *further investigations* to be paid by the user or prospective user and any reasonable extension of the time period in section 5.1 of this Guide to enable Braemar to complete the *further investigations*).
- (c) Braemar will only undertake *further investigations* in relation to an *access request* when and to the extent necessary and will carry out *further investigations* expeditiously.

### **5. ACCESS OFFERS**

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#### **5.1 When Braemar will make an access offer**

Except in the circumstances set out in section 5.3 of this Guide, Braemar will make an *access offer* within the time period agreed with the prospective user. If no time is agreed, Braemar will make an *access offer* by no later than:

- (a) if no *further investigations* are required, 20 business days after receiving the user's or prospective user's *access request* or (if applicable) after receiving the further information requested by Braemar under section 4.2(f) of this Guide; or
- (b) if Braemar is required to carry out *further investigations* in relation to the *access request*, 60 business days after receiving the *access request* or (if applicable) after receiving the further information requested by Braemar under section 4.2(f) of this Guide.

#### **5.2 Contents of an access offer**

An *access offer* made by Braemar will:

- (a) set out the *terms and conditions* on which Braemar offers to make the pipeline service requested in the *access request* available to the user or prospective user;
- (b) contain the details of any works to be undertaken by Braemar and the user or prospective user and any applicable technical and performance specifications; and

- (c) be in a form capable of acceptance by the user or prospective user so as to constitute a new access contract (as defined in rule 3(1) of the NGR) or form part of an existing access contract (as defined in rule 3(1) of the NGR).

### 5.3 When Braemar is not required to make an access offer under Part 11 of the NGR

- (a) Braemar is not required to make an *access offer* in relation to a pipeline service requested by the user or prospective user if:
  - (i) the user or prospective user withdraws its *access request*;
  - (ii) the provision of the pipeline service requested by the user or prospective user would require the extension of the B1 Pipeline; or
  - (iii) Braemar concludes that it is not technically feasible or consistent with the safe and reliable operation of the B1 Pipeline to provide the pipeline service requested by the user or prospective user, having used all reasonable efforts to accommodate the reasonable requirements of the user or prospective user.
- (b) If Braemar does not make an *access offer* for a reason specified in section 5.3(a) of this Guide, Braemar will give the user or prospective user:
  - (i) written reasons explaining why the requested pipeline service cannot be provided; and
  - (ii) if there is some prospect that it will become possible to provide the requested pipeline service at some time in the future, details (which will be as specific as the circumstances reasonably allow) of when the requested pipeline service is likely to become available.

## 6. NEGOTIATIONS

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### 6.1 Requesting negotiations

- (a) Subject to section 6.2 of this Guide, a user or prospective user who has made an *access request* for a pipeline service or who has received an *access offer* as a result of a preliminary enquiry may, by notice to the contact person listed in section 2 of this Guide, request negotiations with Braemar under Part 11 of the NGR in relation to any aspect of access to a pipeline service including:
  - (i) whether access can be granted; and
  - (ii) the price and other *terms and conditions* of an *access offer*.
- (b) If a notice is given under section 6.1(a) of this Guide, the parties to the negotiations are the user or prospective user and Braemar and any other person that the user or prospective user and Braemar agree to include as a party to the negotiations.
- (c) If an *access request* is for more than one pipeline service, the user or prospective user may by notice to Braemar require negotiations in relation to those pipeline services take place as part of the same negotiation process.
- (d) The parties to negotiations must use reasonable endeavours to identify any other person who may become a party to an access dispute relating to the pipeline service the subject of the negotiations.

- (e) A user prospective user may at any time by notice to Braemar bring negotiations requested under Part 11 of the NGR to an end, whether or not the user or prospective user also notifies an access dispute.

## 6.2 Matters which Braemar is not required to negotiate

By reason of under rule 113B of the NGR, Braemar is not required to negotiate:

- (a) a dispute about a pipeline service provided under an existing access contract;
- (b) a request to vary the terms and conditions of access applicable to a pipeline service provided under an existing access contract for any part of the current *service term* for that pipeline service; or
- (c) an *access request* that would require the extension of the B1 Pipeline.

## 6.3 Negotiation timetable

Each party to the negotiations must take all reasonable steps to agree to a timetable for the negotiations and, in doing so, a party must seek to accommodate all reasonable requirements of the other party or parties to the negotiations.

## 6.4 Access negotiation information

- (a) “**Access Offer Information**” (for the purposes of a non-scheme pipeline) is defined in rule 3(1) of the NGR as meaning information relevant to the matters specified in rule 113Z of the NGR and includes:
  - (i) information about the method used to determine the price in an *access offer* and the inputs used in the calculation of the price; and
  - (ii) information regarding the costs associated with the provision of the pipeline service sought by a user or prospective user.
- (b) “**Access Negotiation Information**” is defined in rule 3(1) of the NGR as meaning, in relation to a party to negotiations under Part 11 of the NGR or the determination of an access dispute under Part 12 of the NGR, the following information of the party:
  - (i) access offer information; and
  - (ii) any other information that the party may seek to rely on for the determination of an access dispute in relation to the subject matter of the negotiations,  
  
including information prepared for the party such as expert reports and consultant reports, data sets, models and other documents or materials.
- (c) A user or prospective user who is a party to negotiations may from time to time by notice to the person listed in section 2 of this Guide, request access offer information from Braemar in relation to any aspect of the matters being negotiated.
- (d) Braemar will comply with a request for access offer information within 15 *business days* of the notice under section 6.4(c) of this Guide or any longer period agreed by the user or prospective user. In responding to a request, Braemar is not required to provide the following:
  - (i) information that would, if provided, breach a confidentiality obligation owed in respect of that information to an unrelated third party where the third party has not given consent to the disclosure despite reasonable efforts having been made to obtain that consent; and

- (ii) information that is the subject of legal professional privilege or documents that would disclose information subject to legal professional privilege.
- (e) Access offer information provided by Braemar in response to a request under section 6.4(c) of this Guide:
  - (i) will comply with the access information standard in rule 101(2) of the NGR;
  - (ii) will be relevant to the subject matter of the request; and
  - (iii) will be in a readily readable form including where requested in electronic file format with all underlying data files and inputs.

## 6.5 Access negotiation information requests by any party to negotiations

- (a) A party to the negotiations (**Requesting Party**) may from time to time by notice request another party to the negotiations (**Recipient Party**) to provide access negotiation information of the Recipient Party that the Recipient Party is seeking to rely on in relation to a specific matter arising in the negotiations.
- (b) Subject to section 6.5(c) of this Guide, a Requesting Party may during the course of negotiations by notice request a Recipient Party to provide all access negotiation information of the Recipient Party.
- (c) A Requesting Party:
  - (i) must give a notice under section 6.5(b) of this Guide before the Requesting Party issues an access dispute notice in relation to the subject matter of the negotiations; and
  - (ii) must not issue an access dispute notice earlier than 15 *business days* after the notice under section 6.5(b) of this Guide is given.
- (d) Access negotiation information must be provided by the Recipient Party to the Requesting Party within 15 *business days* of the Requesting Party's request or any longer period agreed by the Requesting Party. The Recipient Party is not required to provide information requested by the Requesting Party under this section 6.5 where:
  - (i) to do so would breach a confidentiality obligation owed in respect of that information to an unrelated third party; and
  - (ii) the third party has not given consent to the disclosure despite reasonable efforts having been made to obtain that consent.
- (e) Each party to the negotiations, in requesting or providing access negotiation information, must do so in a manner and at a time consistent with the duty of the party to negotiate in good faith.
- (f) Access negotiation information provided by Braemar in response to a request by a user or prospective user under this section 6.5 will comply with the access information standard in rule 101(2) of the NGR.

## 7. REFERRAL OF ACCESS DISPUTES TO ARBITRATION

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- (a) A user or prospective user has the right to refer an access dispute to arbitration under Chapter 5 of the NGL and Part 12 of the NGR. Nothing in this Guide operates or will be applied by Braemar in a manner that prevents or delays a user or prospective user from notifying an access dispute.

- (b) Rule 105H of the NGR provides that, without limitation, an access dispute is taken to exist for the purposes of the NGR if:
  - (i) a user or prospective user disagrees with any of the responses provided by the service provider in response to an *access request*; or
  - (ii) a timetable for negotiations is not agreed within a reasonable time under rule 105F(4) of the NGR; or
  - (iii) an agreement is not reached in accordance with the timetable for negotiations referred to in rule 105F(4) of the NGR.
- (c) For further information about the access dispute and arbitration process, users and a prospective users are referred to the Pipeline Access Dispute Guide published by the Australian Energy Regulator (**AER**) (available at: [Pipeline Access Dispute Guide | Australian Energy Regulator \(AER\)](#)).

## 8. CONFIDENTIAL INFORMATION

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- (a) Rule 105F(9) of the NGR provides that confidential information of a party means all information of that party provided to another party to the negotiations other than information in the public domain at the time it was provided or information that subsequently comes into the public domain (either in a manner permitted by Rule 105F(8) of the NGR or in any other way).
- (b) Each of a user or prospective user and Braemar must only use, *disclose* or reproduce confidential information exchanged between Braemar and the user or prospective user in accordance with a confidentiality agreement acceptable to the user or prospective user and Braemar (with each party acting reasonably and in good faith). The form of confidentiality agreement proposed by Braemar can be provided to a user or prospective user on request.
- (c) Rule 105F(8) of the NGR provides that a party to negotiations under Part 11 of the NGR must only use or reproduce confidential information of another party for the purpose for which it was *disclosed* and must not *disclose* confidential information except:
  - (i) to the AER or to an arbitrator in the course of an arbitration;
  - (ii) if the dispute is mediated, to the mediator;
  - (iii) with the consent of the other party;
  - (iv) to a professional or other adviser of the party who agrees with the party to maintain the confidentiality of the confidential information;
  - (v) if it is required by, or necessary for the purposes of, the NGR or the NGL;
  - (vi) if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or
  - (vii) if the disclosure is authorised or required by a law of a participating jurisdiction or required by a competent regulatory body, and the person making the disclosure gives written details of the disclosure (including an explanation of the reasons for the disclosure) to the other party.

## 9. BRAEMAR'S INTERCONNECTION POLICY

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- (a) Rule 37 of the NGR provides that a person has a right to connect a pipeline or other facility to a pipeline where:
  - (i) it is technically feasible and consistent with the safe and reliable operation of the pipeline; and
  - (ii) the person agrees to fund the costs associated with making the interconnection.
- (b) Rule 39 of the NGR provides that a service provider must develop and maintain an interconnection policy that relates to the principles applying under Part 6 of the NGR.
- (c) In accordance with rule 105C(6)(i) of the NGR, Braemar's interconnection policy in relation to the B1 Pipeline is set out in **Appendix 2** to this Guide.

## Appendix 1 – Sample Access Request Form

Customer Detail	Answer
Company	
Company ABN/CAN	
Contact Name	
Contract Position Title	
Contact Email	
Contract Phone No:	

Pipeline Access Detail	Answer
Pipeline	
Required Service Type	
Service Start Date	
Receipt Point	
Delivery Point	
Max Daily Volume (TJ/d)	

Technical Access Requirements	Answer
Receipt Point Pressure (kPag):	
Delivery Point Pressure (kPag):	
Min Temperature requirement (°C)	
Max Temperature requirement (°C)	
Ramp up Profile (TJ/Sec)	
Shut down Profile (TJ/Sec)	
Annual Volume Requirements (TJ/d):	
Daily Volume Requirements (TJ/d)	

<b>Technical Access Requirements</b>	<b>Answer</b>
Hourly Volume Requirements (TJ/hr)	
Instantaneous Flow Requirements (TJ/hr)	

<b>Credit Requirements</b>	<b>Answer</b>
Company Credit Rating (Please attach Evidence)	

## Appendix 2 – Interconnection Policy

### 1. PURPOSE & SCOPE

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- (a) This interconnection policy set out in this Appendix 2 is made by Braemar for the B1 Pipeline in accordance with rule 39 of the NGR (**Interconnection Policy**).
- (b) Braemar may amend, vary or replace this Interconnection Policy from time to time. An amended, varied or replaced Interconnection Policy will take effect when published on the website at <https://www.alintaenergy.com.au/braemar> (or, if later, as stated in an amended, varied or replaced Interconnection Policy).

### 2. RIGHT TO INTERCONNECT

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- (a) In accordance with rule 37 of the NGR, a person has a right to connect a pipeline or other facility to a pipeline where:
  - (i) it is technically feasible and consistent with the safe and reliable operation of the pipeline; and
  - (ii) the person agrees to fund the costs associated with making the interconnection.
- (b) In accordance with rule 38(1) of the NGR, the party seeking to establish the interconnection (the **interconnecting party**) has, subject to rule 37 of the NGR, the option to:
  - (i) construct, operate and maintain the interconnection at its own cost (**option A**);
  - (ii) have the existing service provider do so (**option B**); or
  - (iii) proceed with a combination of option A and option B if both the interconnecting party and the existing service provider:
    - (A) will own equipment or infrastructure associated with the interconnection; or
    - (B) agree to share the costs and responsibilities associated with the interconnection.
- (c) In accordance with rule 38(2) of the NGR, if the interconnecting party develops the interconnection (or part of the interconnection), it must do so in accordance with good industry practice and comply with all standards and legislation that relate to the establishment and on-going operation of the interconnection and with any reasonable technical, safety and reliability requirements requested by Braemar.
- (d) In accordance with rule 38(4) of the NGR, without limiting any requirement applicable under the NGL or NGR, the Braemar must ensure that there is sufficient information available to the interconnecting party to enable it to assess the likely availability of capacity to or from the interconnection point.
- (e) A person's right to interconnect to the pipeline is subject to, and must be in accordance with, this Interconnection Policy.

### 3. INTERCONNECTION PROCESS

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This item 3 sets out a summary of the interconnection process for interconnection to the B1 Pipeline. The interconnection process will be capable of reasonable and pragmatic adjustment to

accommodate the particulars of an interconnection application (as defined in item 3(e)) and circumstances that may arise, or be reasonably anticipated to arise, in the course of the interconnection process:

- (a) **contact service provider** – an interconnecting party may contact Braemar via the contact details set out in the Guide and make a preliminary or informal enquiry about interconnection;
- (b) **negotiate timeframes** – Braemar will provide in good faith an indicative timeframe for the interconnection process to the interconnecting party (which may be amended by Braemar from time to time by notice to the interconnecting party having regard to circumstances that may arise, or be reasonably anticipated to arise, in the course of the interconnection process);
- (c) **preliminary investigations** – Braemar will notify the interconnecting party if it intends to carry out preliminary investigations following receipt of a preliminary or informal enquiry. Braemar will only undertake such preliminary investigations when necessary and only to the extent necessary. Braemar will carry out preliminary investigations expeditiously and in accordance with the terms and conditions on which the parties agree in good faith for the preliminary investigations to be carried out. The reasonable costs associated with such preliminary investigations (the basis for the determination of which are to be negotiated by the parties in good faith) will be paid by the interconnecting party.
- (d) **preliminary discussions** – Braemar and the interconnecting party may discuss high-level feasibility, including whether the interconnecting party intends to proceed with the interconnection following consideration of the results of Braemar's preliminary investigations;
- (e) **interconnection application** – the interconnecting party may make a formal application to interconnect to the B1 Pipeline (an **interconnection application**) to Braemar via the contact details set out in the Guide by providing the information set out in item 4 of this Interconnection Policy (whether or not the interconnecting party made a preliminary or informal enquiry);
- (f) **further investigations** – Braemar will notify the interconnecting party if it intends to carry out further investigations after receipt of the interconnection application or (if applicable) after the receipt of any further information requested by Braemar pursuant to the interconnection application. Braemar will only undertake such further investigations when necessary and only to the extent necessary. Braemar will carry out further investigations expeditiously and in accordance with the terms and conditions on which the parties agree in good faith for the further investigations to be carried out. The reasonable costs associated with such further investigations (the basis for the determination of which are to be negotiated by the parties in good faith) will be paid by the interconnecting party.
- (g) **further discussions** – Braemar and the interconnecting party may discuss feasibility in more detail, including whether the interconnecting party intends to proceed with the interconnection following consideration of the results of Braemar's further investigations;
- (h) **approvals** – the interconnecting party must obtain all relevant approvals for the interconnection, including any necessary approvals or consents required under the NGL, NGR and any other applicable laws;
- (i) **interconnection offer** – Braemar will make an interconnection offer within a reasonable time after receiving an interconnection application (such time period being subject to carrying out further investigations), unless:
  - (i) the interconnecting party withdraws its interconnection application;
  - (ii) the interconnecting party fails to provide any information reasonably required by the service provider in respect of the interconnection application;

- (iii) the interconnecting party has not provided written confirmation of its intention to proceed with the interconnection;
- (iv) the interconnecting party has not provided written evidence of all approvals or consents required under paragraph (g) to the reasonable satisfaction of Braemar; and
- (v) where Braemar concludes that it is not technically feasible (including where there is insufficient capacity in the B1 Pipeline) or consistent with the safe and reliable operation of the B1 Pipeline or the interconnecting party does not agree to fund the costs associated with making the interconnection (and, where required by Braemar, provide appropriate security),

in which case, Braemar is not obliged to make an interconnection offer.

The interconnection offer is anticipated to include information pertaining to each party's roles and responsibilities, notice of any further design work required, options for service provider led or interconnecting party led construction, installation, testing and commissioning process.

Acceptance of an interconnection offer is subject to execution of a connection agreement.

- (j) **connection agreement** – Braemar and interconnecting party agree to the terms of the interconnection, including preparing and entering into the relevant documentation. In accordance with rule 39(2)(g) of the NGR, the standard terms and conditions of a connection agreement that Braemar will require an interconnecting party to enter into as part of its interconnection to the B1 Pipeline are set out in the **Attachment** to this Interconnection Policy;
- (k) **construction and commissioning** – the responsible party will construct and commission the interconnection as designated in the interconnection offer and connection agreement;
- (l) **testing** – the responsible party will test the interconnection as designated in the interconnection offer and connection agreement;
- (m) **analysis of testing** – Braemar may observe the testing process and analyse the testing results to determine whether to provide final approval to the interconnecting party;
- (n) **approval** – if all relevant requirements are met, Braemar may provide final approval to the interconnecting party for the interconnection;
- (o) **commence operations using an interconnection** – the parties commence operations using an interconnection pursuant to the connection agreement; and
- (p) **ongoing compliance** – the parties comply with their ongoing obligations in respect of the interconnection, associated agreement and relevant laws.

For the avoidance of doubt, each of the steps of the interconnection process summarised above in this item 3 are subject to the NGL, the NGR and Braemar's right to amend, vary or replace this Interconnection Policy from time to time in accordance with item 1.

#### 4. INFORMATION REQUIREMENTS

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- (a) An interconnecting party must include in any interconnection application all information required by:

- (i) Annexure 1 - Sample Access Request Form (to the extent not already provided); and
- (ii) the table set out below in this item 4.

<b>Information Requirement</b>	<b>Answer</b>
Project Location (including diagrams)	
Connecting plant (including a description of technical capability)	
Expected flow rate	
Gas quality specification	
Noise emissions	
Proposal for access requirements	
Concept Level Capital and Operating Costs (Please attach Evidence)	
Whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (option A) or have Braemar do so (option B) or some combinations of option A and option B (if known).	

- (b) Braemar will determine, in its sole discretion, whether the information provided by the interconnecting party is sufficient to satisfy the information requirements set out in item 4 of this Interconnection Policy.
- (c) Braemar may request that the interconnecting party provides additional information for the purposes of allowing Braemar to consider any interconnection application.
- (d) The interconnecting party may request Braemar provides reasonable additional information for the purposes of assisting the interconnecting party with making its interconnection application.

## **5. POLICIES**

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- (a) Braemar does not have any existing policies that are relevant to establishing an interconnection.
- (b) If Braemar introduces any such policy, this Interconnection Policy will be updated and from that time (and from time to time) may be further updated or supplemented with additional policies.

## **6. ASSESSMENT AGAINST TECHNICAL, SAFETY AND RELIABILITY PRINCIPLES, REQUIREMENTS AND PROCESSES**

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Braemar will assess an interconnection application on a case by case basis according to certain technical, safety or reliability principles, requirements or processes that may include:

- (a) whether the interconnection is technically feasible and consistent with the safe and reliable operation of the B1 Pipeline;
- (b) whether the interconnecting party has satisfied Braemar that it will comply with good industry practice and all standards and legislation that relate to the establishment and ongoing operation of the interconnection and any reasonable technical, safety and reliability requirements requested by Braemar.

## **7. FEES**

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### **7.1 Interconnection charges**

- (a) Interconnection fees, fees for connection works and ongoing interconnection services will be calculated on a case by case basis. The terms of payment of any such fees will be set out in the relevant connection agreement.
- (b) In circumstances where an interconnection (or part of an interconnection) is developed by Braemar, the interconnection fee that it charges to the interconnecting party will be based on the directly attributable cost of constructing, operating and maintaining the interconnection to the extent that this is undertaken by Braemar, including so as to achieve a rate of return calculated in accordance with a commercial rate of return that reflects the pricing principles set out in rule 113Z(4) of the NGR.
- (c) Payment of application assessment charges may be considered in determining applicable interconnection fees.

### **7.2 Assessment fees**

Braemar may require the interconnecting party to pay Braemar's assessment costs associated with any enquiry or application in respect of interconnection to the B1 Pipeline (including in compliance with this Interconnection Policy) through upfront payment, interconnection charges or a combination of both.

## **8. CONNECTION AGREEMENT**

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- (a) Rule 39(2)(g) of the NGR requires Braemar to set out the standard terms and conditions of any connection agreement that Braemar may require an interconnecting party to enter into.
- (b) Braemar will require an interconnecting party to enter into a connection agreement as part of its interconnection to the B1 Pipeline. The standard terms and conditions of such a connection agreement are set out in the Attachment to this Interconnection Policy.

# Attachment

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## Connection Agreement

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Version Date: 22 December 2023

***[Note: This is a proforma GTA. The Service Provider(s) reserve the right to require amendments to this document and/or special conditions. For example, to reflect the particular requirements of any specific connection or developments following the date of this pro-forma.]***

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# Details

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<b>Parties</b>		
<b>Service Provider</b>	Name	[insert]
	ABN	[insert]
	Address	[insert]
	Email	[insert]
	Attention	[insert]
<b>Interconnecting Party</b>	Name	[insert]
	ABN/ACN/ARB N	[insert]
	Address	[insert]
	Email	[insert]
	Attention	[insert]
<b>Business Day place (s)</b>	[insert location]	
<b>Governing law</b>	The State in which the Pipeline is located.	
<b>Recitals</b>	<b>A</b>	Service Provider is the owner of the [insert relevant Pipeline] ( <b>Pipeline</b> ).
	<b>B</b>	The Interconnecting Party wishes to connect to the Pipeline.
	<b>C</b>	This document is a connection agreement between Service Provider and the Interconnecting Party pursuant to which a pipeline or pipeline equipment owned, operated or controlled by the Interconnecting Party is connected to the Pipeline.

# General terms

---

## 1 Definitions and interpretation

### 1.1 Definitions

Terms defined in bold (for example, “**(Pipeline)**” or “**Related Body Corporate**”) throughout this document (including the Recitals) have the meanings given in the relevant parts of this document.

### 1.2 Interpretation

The last clause of this document sets out some principles of interpretation that will apply to this document.

---

## 2 Commencement and Term

### 2.1 Term

Subject to clause 2.2, the term of this agreement (**Term**) will commence on the day it is executed and will end when this agreement is terminated in accordance with terms.

### 2.2 Conditions Precedent

***[To be inserted as required, e.g. in relation to land tenure, approvals, payment of upfront costs or security.]***

---

## 3 Connection

### 3.1 Interconnecting Party's Works

The Interconnecting Party agrees to procure and construct or install:

- (a) the proposed connected facility described in Annexure A (**Facility**); and
- (b) the other works (if any) described in Annexure A (**Other Works**),

in accordance with this agreement, at its own cost and risk.

### 3.2 Service Provider Works

Service Provider agrees to procure and construct or install the works (if any) described in Annexure B (**Service Provider Works**) in accordance with, and subject to, the terms of this agreement.

### 3.3 Connection

Subject to this agreement, Service Provider agrees to the Facility being connected to the Pipeline in accordance with this agreement and then remaining connected to the Pipeline during the period:

- (a) from the time at which the Facility and the Other Works have been completed in accordance with this agreement;
- (b) until the end of the Term,

provided that the Facility and the Other Works comply with this agreement and are procured, constructed, installed, operated, managed, maintained and repaired in accordance with this agreement.

### **3.4 Connection Point**

In this agreement, “**Connection Point**” means the point of connection between the Facility and the Pipeline, at which gas is able to pass between the Pipeline and the Facility.

### **3.5 Asset Ownership**

Service Provider and the Interconnecting Party agree that, as between Service Provider and the Interconnecting Party:

- (a) Service Provider will own the Pipeline and the Service Provider Works; and
- (b) the Interconnecting Party will own the Facility and the Other Works.

---

## **4 Interconnecting Party’s Facility and Other Works**

### **4.1 Facility and Other Works**

Subject to this clause, the Interconnecting Party must design, construct, install, complete, test and commission the Facility and the Other Works in accordance with:

- (a) the specifications set out in Annexure A;
- (b) the scope of work set out in Annexure A;
- (c) the construction plans and other documents that have been approved by Service Provider under this agreement;
- (d) all standards and legislation;
- (e) good industry practice;
- (f) any technical, safety and reliability requirements requested by Service Provider; and
- (g) any other requirements of this agreement,

so the Facility and the Other Works will be capable of being operated in accordance with good industry practice and the requirements of this agreement (including the specifications and performance criteria set out in Annexure A).

### **4.2 Construction**

The Interconnecting Party must not commence construction of the Facility and Other Works unless and until:

- (a) it has provided Service Provider with a draft schedule or program of works; and
- (b) it has provided Service Provider with a copy of its construction plans and the other documentation which is required by Annexure A to be provided before construction;
- (c) it has provided Service Provider with any other documentation or information that Service Provider may reasonably require; and
- (d) Service Provider has approved the draft schedule or program of works, the construction plans, and other documentation provided to it.

Service Provider may not unreasonably withhold or delay its approval under this clause.

#### **4.3 Pre-commissioning and Commissioning**

The Interconnecting Party must not proceed with pre-commissioning or commissioning of the Facility and Other Works unless and until:

- (a) it has provided Service Provider with a copy of the draft commissioning plans and the other documentation which is required by Annexure A to be provided before pre-commissioning;
- (b) it has provided Service Provider with any other documentation or information that Service Provider may reasonably require; and
- (c) Service Provider has approved the documentation provided to it.

Service Provider may not unreasonably withhold or delay its approval under this clause. The Interconnecting Party must permit Service Provider to attend and witness the pre-commissioning and commission activities if Service Provider wishes to do so.

#### **4.4 Completion**

Following commissioning, the Interconnecting Party must not operate the Facility or Other Works, so as to inject gas into or withdraw gas from the Pipeline, unless and until:

- (a) it has provided Service Provider with a copy of the documentation which is required by Annexure A to be provided before completion;
- (b) it has provided Service Provider with any other documentation or information that Service Provider may reasonably require; and
- (c) Service Provider has approved the documentation provided to it.

Service Provider may not unreasonably withhold or delay its approval under this clause.

#### **4.5 Operation, Maintenance and Repair**

Following completion, the Interconnecting Party is responsible for the operation, management, maintenance and repair of the Facility and the Other Works. The Interconnecting Party must ensure that the Facility and Other Works are operated, managed, maintained and repaired in compliance with all laws and in accordance with good industry practice and so as to ensure that the Facility and the Other Works continue to meet the requirements of this agreement (including the specifications and performance criteria set out in Annexure A).

#### **4.6 Maintenance Information**

Whenever the Interconnecting Party provides information to AEMO under the maintenance planning procedures, the Interconnecting Party must also provide that information to Service Provider.

#### **4.7 Variations**

The Interconnecting Party must not make any material variations to:

- (a) any documentation which has been approved by Service Provider; or
- (b) the Facility or the Other Works

(whether before or after completion of the Facility or the Other Works):

- (c) without the consent of Service Provider (which consent may not be unreasonably withheld or delayed); or
- (d) in any event, in a manner that would cause the Facility or Other Works to fail to comply with the requirements of this agreement (including the specifications and performance criteria set out in Annexure A).

#### **4.8 Schedule or Program of Works**

The Interconnecting Party must complete the Facility and the Other Works in accordance with the schedule or program approved by Service Provider under this document and otherwise in an expeditious manner. Whenever the progress of the Interconnecting Party's works departs from the schedule or program approved by Service Provider, the Interconnecting Party must provide Service Provider with an updated schedule or program that accurately reflects the progress of the works and the expected completion date.

#### **4.9 Regulatory Requirements**

The Interconnecting Party must obtain and comply with any licence, permit, consent, approval, authorisation, certificate or registration that is required by law for or in relation to the design, construction, installation, completion, testing, commissioning, operation, management, maintenance or repair of the Facility or the Other Works or the injection of gas into or withdrawal of gas from the Pipeline.

#### **4.10 Tests**

Service Provider may inspect, examine and test any materials, plant or equipment provided by the Interconnecting Party in connection with the Facility or Other Works in order to verify that they comply with the requirements of this agreement. Service Provider must give the Interconnecting Party reasonable notice of any inspection, examination or test under this clause. The Interconnecting Party must give Service Provider such assistance as Service Provider may reasonably require in connection with any inspection, examination or test under this clause.

#### **4.11 Cost of Tests**

Service Provider must bear the cost of any inspection, examination or test under this clause unless any inspection, examination or test reveals any defect or was undertaken following the discovery of work not in accordance with this agreement. Service Provider has no duty to undertake any inspection, examination or test under this clause.

#### **4.12 No Reliance**

Whenever Service Provider reviews any document provided to it by the Interconnecting Party under this document, Service Provider's review is undertaken for its own purposes and having regard to its own interests. Service Provider does not accept any responsibility, or assume any liability, to the Interconnecting Party in relation to any of those documents, such as to review them for errors, omissions or compliance with this agreement. The Interconnecting Party agrees not to rely on Service Provider's review or any comment, approval or rejection in relation to any document. No review, comment, approval or rejection (or failure to review, comment, approve or reject) will relieve the Interconnecting Party from its obligations or responsibilities or prejudice Service Provider's rights against the Interconnecting Party.

---

## **5 Service Provider Works**

### **5.1 Service Provider Works**

Subject to this clause, Service Provider must design, construct, install, complete, test and commission the Service Provider Works in accordance with:

- (a) all applicable laws and regulatory requirements;
- (b) good industry practice; and
- (c) any other requirements of this agreement,

so the Service Provider Works will be capable of being operated in accordance with good industry practice and the requirements of this agreement.

### **5.2 Co-ordination of Works**

Service Provider and the Interconnecting Party must use their best endeavours to liaise with one another in relation to their respective works under this agreement (including in relation to:

- (a) design and engineering of their respective works and the interfaces between their respective works; and
- (b) co-ordinating and scheduling the construction, testing and commissioning of their respective works).

Service Provider and the Interconnecting Party must provide one another with such information as is reasonably requested (including copies of designs, data sheets and specifications).

The Interconnecting Party must provide such cooperation and assistance as required by Service Provider in connection with the design, construction, commissioning and operation of the Service Provider Works, including all necessary land access, commissioning gas and third party approvals.

### **5.3 Completion of Service Provider Works**

Service Provider will use its reasonable endeavours to complete the Service Provider Works by the later of:

- (a) the proposed date for completion of the Facility and the Other Works (as shown in the original schedule or program of works approved by Service Provider pursuant to this agreement);

- (b) any proposed date for completion of the Facility and the Other Works (as shown in any updated schedule or program of works approved by Service Provider pursuant to this agreement);
- (c) the date on which the Facility and the Other Works are actually completed in accordance with this agreement; and
- (d) the proposed completion date for the Service Provider Works shown in Annexure B,

whichever is later, provided that completion of the Service Provider Works is not delayed by the Interconnecting Party or by events, factors or circumstances beyond Service Provider's reasonable control.

#### **5.4 Delayed Completion**

If Service Provider is unable to complete the Service Provider Works by the completion date required by this clause, Service Provider will use its reasonable endeavours to complete the Service Provider Works as soon as possible after that required completion date, but shall have no liability to the Interconnecting Party in respect of any delay.

#### **5.5 Operation, Maintenance and Repair**

Following completion, Service Provider is responsible for the operation, management, maintenance and repair of the Service Provider Works. Service Provider must ensure that the Service Provider Works are operated, managed, maintained and repaired in compliance with all laws and in accordance with good industry practice.

#### **5.6 Coordination of Maintenance and Repairs**

The parties will:

- (a) advise and, where practicable, endeavour to coordinate, the times at which maintenance or repair of plant or equipment is or is to be undertaken at the Facility or the Service Provider Works; and
- (b) advise the other party prior to carrying out maintenance or repair (at least two weeks' notice is required for planned works) which has the potential to impact the normal operation of the other party's equipment or assets (except in the case of an emergency, where prior notice of works is not practical),

so as to:

- (c) minimise the extent of or potential for interruption in the delivery of gas;
- (d) minimise the potential for equipment to operate outside of normal operating/design parameters;
- (e) avert unintentional tripping of alarms; and
- (f) enable the other party to be alert in the event of an alarm or other abnormality occurring at the site.

#### **5.7 Power, Utilities and Data Feeds**

If required by Service Provider, the Interconnecting Party must provide Service Provider with a connection to power and utilities (together with the supply of

power and utilities), and data feeds, as reasonably required by Service Provider for the construction, installation, operation, management, maintenance or repair of the Service Provider Works. The power, utilities and data must be supplied, without charge to Service Provider, at a point selected by Service Provider at or near the location of the Service Provider Works.

---

## **6 Gas Injections and Withdrawals**

### **6.1 Following Completion**

Subject to this agreement, after completion of the Facility, the Service Provider Works and the Other Works in accordance with this agreement, Service Provider and the Interconnecting Party may permit the injection or withdrawal of gas through the Connection Point.

### **6.2 Curtailments/Interruptions**

Service Provider or the Interconnecting Party may curtail or interrupt the injection or withdrawal of gas through the Connection Point in each of the following circumstances:

- (a) the gas does not meet the specifications or other requirements set out in this agreement or required by law;
- (b) the pressure of gas is outside the range of pressures permitted under this agreement;
- (c) the temperature of gas is outside the range of temperatures permitted under this agreement;
- (d) the gas is not odorised in accordance with this agreement;
- (e) gas quality monitoring arrangements have not been established, or are not being maintained, in respect of the Connection Point, as required under the National Gas Rules;
- (f) where:
  - (i) there is no metering installation at the Connection Point; or
  - (ii) the metering installation has not been installed in accordance with the National Gas Rules; or
  - (iii) the metering installation is not accurate in accordance with the National Gas Rules; or
  - (iv) the metering installation has not been registered with Australian Energy Market Operator Limited (ABN 94 072 010 327) (**AEMO**), if required by law;
- (g) where the injection or withdrawal of gas at the Connection Point poses:
  - (i) any threat to public safety or the death of or injury to any person;
  - (ii) any threat of damage to the Pipeline or any other property; or
  - (iii) any threat to the operational integrity of the Pipeline;

- (iv) any threat to the safe and reliable operation of the Pipeline or the safe and reliable supply of gas to end users;
- (h) where it is necessary or desirable to interrupt or curtail the injection or withdrawal of gas for the purposes of the safe and reliable operation of the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point;
- (i) where the curtailment or interruption of gas is necessary or desirable to permit maintenance, repairs, improvements or alterations to the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point;
- (j) where the curtailment or interruption of gas is required or permitted by any law (including, but without limitation:
  - (i) the conditions of any licence authorising the operation of the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point; or
  - (ii) any order or direction given to Service Provider by AEMO, the Australian Energy Regulator or any Minister or other regulator);
- (k) in any other circumstances in which this document permits or authorises Service Provider or the Interconnecting Party to curtail or interrupt the injection or withdrawal of gas at the Connection Point; or
- (l) in any other circumstances where Service Provider considers that it is necessary or desirable to curtail or interrupt the injection of gas into or withdrawal of gas from the Pipeline or the Service Provider is permitted to do so under another agreement.

### **6.3 Notice of Curtailment**

If Service Provider or the Interconnecting Party proposes to take steps curtail or interrupt the injection or withdrawal of gas through the Connection Point, Service Provider or the Interconnecting Party will notify the other party if it is practicable to do so before the injection or withdrawal of gas is curtailed or interrupted. If it is not practicable for one party to notify the other party before it takes steps to curtail or interrupt the injection or withdrawal of gas, that party must notify other party of the interruption or curtailment as soon as practicable after it has occurred.

### **6.4 Method of Curtailment**

If a party wishes to curtail or interrupt the injection or withdrawal of gas through the Connection Point, it may curtail or interrupt the injection of gas through the Connection Point by whatever means are available to it, such as closing a shut-off valve or shutting down or limiting gas production at the Facility. Each party must give the other party whatever assistance the other party might reasonably require to curtail or interrupt the injection of gas through the Connection Point, such as closing a shut-off valve at the request of the other party or allowing the other party to access and close a shut-off valve or shutting down or limiting gas production at the Facility at the request of the other party.

### **6.5 Notice to AEMO**

If Service Provider or the Interconnecting Party curtails or interrupts the injection of gas through the Connection Point, it may notify AEMO where required by the National Gas Rules.

## **6.6 No Liability**

Service Provider has no obligation to accept or permit the injection of gas into or withdrawal of gas from the Pipeline through the Connection Point. Service Provider will not have any liability for interrupting or curtailing the injection of gas through the Connection Point in accordance with this agreement.

## **6.7 Not a Gas Transportation Agreement**

- (a) Service Provider has no obligation under this agreement to transport gas on the Pipeline.
- (b) The Interconnecting Party must only inject gas into the Pipeline where permitted by a gas transportation agreement entered into with Service Provider or expressly permitted by the commissioning related provisions of this agreement.

---

# **7 Gas Quality**

## **7.1 Gas Injection**

The Interconnecting Party must ensure that any gas delivered to the Connection Point for injection into the Pipeline complies with:

- (a) the standard gas quality specifications (as defined in the National Gas Rules); or
- (b) a gas quality standard set out in a written agreement made by Service Provider pursuant to rule 287A(1) of the National Gas Rules (where the Interconnecting Party is a party to that agreement or has been given a copy of that standard and whilst that written agreement remains in force and has not been terminated).

## **7.2 Notice of Off-Specification Gas**

The Interconnecting Party must notify Service Provider as soon as the Interconnecting Party becomes aware that gas which does not comply with the applicable gas quality specifications is being, or is likely to be, or has been delivered at the Connection Point. Any such notification must include all information available to the Interconnecting Party in respect of the off-specification gas, including each aspect of each specification with which it fails to comply, the degree of its failure to comply and the likely time the Interconnecting Party will be able to resume delivery of gas in accordance with the applicable gas quality specifications.

## **7.3 Off-Spec Gas Indemnity**

Subject to clause 7.4, the Interconnecting Party must indemnify Service Provider against all loss, cost, expense or damage which Service Provider might suffer or incur as a result of the injection of off-specification gas into the Pipeline. This indemnity applies even if Service Provider is notified about, or is otherwise aware of, the off-specification gas and does not take steps to curtail or interrupt the injection of that off-specification gas into the Pipeline or has permitted the injection of that off-specification gas into the Pipeline. This indemnity will survive termination of this agreement.

## **7.4 Authorised Off-Spec Gas**

The Interconnecting Party will not have to indemnify Service Provider under clause 7.3 in respect of any loss, cost, expense or damage that results from the injection of off-specification gas into the Pipeline where:

- (a) Service Provider has given a written notice to the Interconnecting Party in which:
  - (i) Service Provider identifies the off-specification gas; and
  - (ii) Service Provider confirms that the Interconnecting Party may inject that off- specification gas into the Pipeline or delivers that off-specification gas for injection into the Pipeline; and
  - (iii) Service Provider expressly states that the indemnity in clause 7.3 will not apply in relation to that off-specification gas; and
- (b) the Interconnecting Party injects that off-specification gas into the Pipeline or delivers that off-specification gas for injection into the Pipeline in accordance with the notice.

A notice given by Service Provider under this clause may be given subject to any conditions Service Provider thinks fit. The notice may be limited to a time period or by reference to circumstances specified in the notice.

## **7.5 Information and Access**

Whenever requested by Service Provider, the Interconnecting Party must provide Service Provider with information, records and access to facilities that Service Provider reasonably requires in order to verify that the gas supplied for injection at the Connection Point complies with the applicable gas quality specifications and that reasonable precautions are in place to prevent the delivery of off-specification gas to the Connection Point.

## **7.6 Commingling**

Whenever gas is injected into the Pipeline, Service Provider has the right to commingle that gas with other gas in the Pipeline.

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# **8 Gas Metering Installations**

Each party must comply with any relevant provisions of the National Gas Rules relating to metering of gas at the Connection Point.

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# **9 Other Requirements**

## **9.1 Gas Pressure**

The Interconnecting Party must ensure that any gas is supplied at the Connection Point at a pressure that is within the range of pressures specified in Annexure A (or such other pressure or pressures as have been or are approved in writing by Service Provider or as Service Provider may specify by notice in writing to the Interconnecting Party from time to time).

## **9.2 Gas Temperature**

The Interconnecting Party must ensure that any gas is supplied at the Connection Point at a temperature that is within the temperature range specified

in Annexure A (or such other temperature or temperatures as have been or are approved in writing by Service Provider or as Service Provider may specify by notice in writing to the Interconnecting Party from time to time).

### **9.3 Gas Odourisation**

The Interconnecting Party must ensure that any gas injected through the Connection Point has been odourised in accordance with applicable standards and legislation and the specifications in Annexure A and, in any event, has an odour which is distinctive and unpleasant and has an odour level that is discernible at one-fifth of the lower explosive limit of the gas.

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## **10 General Obligations**

### **10.1 Workmanlike Operations**

The Interconnecting Party must construct, operate, manage, maintain and repair the Facility and the Other Works competently and with due regard for safety and in a safe, good and workmanlike manner.

### **10.2 Maintenance**

The Interconnecting Party must maintain the Facility and the Other Works in good repair and condition so that no danger, damage, nuisance or annoyance is caused by them or by their operation. The Interconnecting Party must not modify the Facility or Other Works without Service Provider's consent.

### **10.3 Adherence to Industry Standards**

The Interconnecting Party must construct, operate, manage, maintain and repair the Facility and the Other Works in accordance with good industry practice.

### **10.4 Reasonable Skill and Care**

The Interconnecting Party must exercise reasonable skill and care in the construction, operation, management, maintenance and repair of the Facility and the Other Works.

### **10.5 Compliance with Law**

The Interconnecting Party must comply with all laws in the construction, operation, management, maintenance and repair of the Facility and the Other Works (including, but without limitation, any licence which authorises the operation of the Facility and the Other Works).

### **10.6 Consents**

In particular, but without limiting the previous clause, the Interconnecting Party must obtain and keep current all licences, consents or approvals required to construct, operate, manage, maintain or repair the Facility and the Other Works or to inject gas at the Connection Point.

### **10.7 Modifications**

The Interconnecting Party must not improve, modify or alter the Facility and the Other Works except with Service Provider's consent. Service Provider will not withhold that consent unreasonably.

## 10.8 Inspections

The Interconnecting Party must permit Service Provider, with its officers, employees and agents, to inspect the Facility and the Other Works whenever Service Provider reasonably requires from time to time.

## 10.9 Provision of Information

The Interconnecting Party must provide Service Provider with whatever information Service Provider might reasonably require from time to time in relation to the Facility and the Other Works or their construction, operation, management, maintenance or repair. This information can include (but is not limited to) information about the quantities of gas the Interconnecting Party expects to the inject at the Connection Point.

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## 11 Connection Fee

### 11.1 Connection Fee

***[Include clauses to reflect the relevant connection fee (Connection Fee), terms of payment, overdue interest for late payments, escalation of charges and details of any bank guarantee or other security required by Service Provider to support the obligations of the Interconnecting Party. Fees and charges will depend on the nature of the connection works.]***

### 11.2 GST

The Connection Fee is exclusive of GST. Whenever any Connection Fee is paid to Service Provider, the Interconnecting Party will also pay Service Provider an amount equal to the GST payable in relation to goods or services supplied by Service Provider pursuant to this document.

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## 12 Termination

### 12.1 Termination – No Connection

If the Facility and the Other Work has not been completed by the drop dead date shown in Annexure A (or such later date as the parties may agree, with each party acting reasonably), then either party may give notice to the other that it wishes to terminate this agreement if the Facility and Other Work is not completed by the date specified in that notice (which must be at least one month after the date of the notice). In this case, this agreement will terminate if the Facility and Other Work has not been completed by the date specified in the notice (or such later date as the parties may agree). If Service Provider has completed any Service Provider Works prior to termination, the Interconnecting Party must fully reimburse the Service Provider for the costs of the Service Provider Works.

### 12.2 Termination on Disconnection

This agreement will terminate if and when the Pipeline and the Facility are disconnected from each other.

### 12.3 No Gas Transportation

If the Interconnecting Party ceases to have a gas transportation agreement in place with Service Provider, the Interconnecting Party must immediately notify Service Provider. In this case, the Interconnecting Party may disconnect the

Facility from the Pipeline (at the Interconnecting Party's cost), in which case, this agreement will then terminate.

#### **12.4 Decommissioning of Pipeline**

If Service Provider decommissions the Pipeline (or any relevant part of it) (or plans to do so), Service Provider will notify the Interconnecting Party. In this case, Service Provider may disconnect the Pipeline from the Facility (at the Interconnecting Party's cost), in which case, this agreement will then terminate.

#### **12.5 Other Termination Rights**

The Service Provider may terminate this document:

- (a) immediately if the Interconnecting Party breaches Annexure D, clause 18 or becomes insolvent; or
- (b) where it is the innocent party and the Interconnecting Party, having received a remedy notice under clause 13 fails to remedy the relevant breach within the required period of time.

In this case, Service Provider may disconnect the Pipeline from the Facility (at the Interconnecting Party's cost).

#### **12.6 Effect of Termination**

The termination of this agreement will terminate the rights and obligations of Service Provider and the Interconnecting Party under this agreement, other than any rights and obligations that are expressed or intended to survive termination. Termination does not affect any rights or remedies to the extent accrued prior to termination. The Interconnecting Party must provide any access rights and cooperation required by the Service Provider in connection with disconnection of the Pipeline from the Facility post termination.

#### **12.7 Reimbursement of Service Provider Costs**

If the agreement terminates pursuant to clause 12.1, the Interconnecting Party must reimburse Service Provider for the cost of the Service Provider Works (plus GST) within 30 days after Service Provider gives the Interconnecting Party an invoice for that amount.

#### **12.8 Survival**

This clause 12 will survive termination.

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### **13 Breach and Suspension for Breach**

#### **13.1 Remedy Notice**

If either party breaches any of its obligations under this agreement, the other party (**innocent party**) may give a notice (**remedy notice**) to the party in breach (**defaulting party**).

#### **13.2 Content of Remedy Notice**

A remedy notice must identify the breach (or breaches) and state that the innocent party requires the defaulting party to remedy each breach specified in the notice, within the time specified for that breach in the notice.

### **13.3 Obligation to Remedy Breach**

If a defaulting party receives a remedy notice, the defaulting party must use its best endeavours to remedy each breach specified in the remedy notice, within the time specified for that breach in the remedy notice (or, if longer, within a reasonable time).

### **13.4 Cure Notice**

Whenever a defaulting party believes it has remedied a breach specified in a remedy notice, it must give a notice (**cure notice**) to the innocent party. The cure notice must identify the breach and explain how that breach has been remedied.

### **13.5 Disagreement with a Cure Notice**

Whenever an innocent party receives a cure notice from a defaulting party, the innocent party must notify the defaulting party if the innocent party is not satisfied that the defaulting party has remedied the breach specified in the cure notice. This is a dispute which can then be referred for resolution pursuant to this document.

### **13.6 Suspension Notice**

Without limiting clause 12.5, if:

- (a) an innocent party has given a remedy notice to the defaulting party; and
- (b) a breach specified in that remedy notice has not been remedied (or a cure notice has not been given to that effect); and
- (c) the innocent party considers that it is necessary or desirable in accordance with good industry practice to suspend gas injections or withdrawals until that breach is remedied,

then the innocent party may at any time 48 hours after the remedy notice was given to the defaulting party (or earlier, in case of emergency) give a second notice (**suspension notice**) to the defaulting party which identifies the unremedied breach and states that the innocent party wishes to suspend the injection or withdrawal of gas at the Connection Point until such time as the breach has been remedied and a cure notice has been given to that effect.

### **13.7 Suspension of Gas Injections or Withdrawals**

Whenever an innocent party has given a suspension notice to a defaulting party, the innocent party may suspend the injection or withdrawal of gas through the Connection Point by whatever means are available to it, such as closing a shut-off valve or shutting down or limiting gas production at the Facility (if applicable). Each party must give the other party whatever assistance the other party might reasonably require to suspend the injection or withdrawal of gas through the Connection Point, such as closing a shut-off valve at the request of the other party or allowing the other party to access and close a shut-off valve or shutting down or limiting gas production at the Facility at the request of the other party.

### **13.8 Restoration of Gas Injections or Withdrawals**

If the injection or withdrawal of gas at the Connection Point has been suspended pursuant to this clause as a result of any breach or breaches of this agreement and that breach (or each of those breaches) has been remedied and a cure notice has been given to that effect, then any party may lift the suspension by notice given to the other party and each party must give the other party whatever

assistance the other party might reasonably require to recommence or restore the injection or withdrawal of gas through the Connection Point.

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## **14 Force Majeure**

### **14.1 Effect of Force Majeure**

Neither party is required to comply with any term of this document to the extent that it is physically unable to comply with that term because of Force Majeure.

### **14.2 Force Majeure**

In this document, "**Force Majeure**", in relation to a party, means an event, circumstance or condition not within the control of that party. It includes (but is not limited to):

- (a) an act of God, landslide, earthquake, flood, wash out, lightning strike, rainstorm, hailstorm, bushfire, tornado, cyclone, or effects of the elements;
- (b) a fire or explosion;
- (c) an outbreak of disease, an epidemic, pandemic, plague or quarantine;
- (d) a strike, lock-out, ban, boycott or other industrial disturbance or action;
- (e) an act of the enemy, war (whether or not declared), blockade, insurrection, riot, civil disturbance, arrest, restraint of rulers and people;
- (f) an order of any court or an order, act or omission of any government or any governmental authority or a failure to obtain any necessary governmental consent or approval;
- (g) a change in the law or in the interpretation of the law;
- (h) malfunction, breakdown or other failure of plant or equipment or damage to plant or equipment;
- (i) a shortage of specialist labour, plant, equipment, spare parts, supplies or other material; and
- (j) any act or omission of a third party (including any failure of a third party to comply with its obligations under any contract).

For the avoidance of doubt, financial hardship is not Force Majeure.

### **14.3 Obligation to Overcome**

If a party is reasonably able to overcome events, circumstances or conditions which constitute Force Majeure, then it will take all reasonable steps it is able to take to enable it to comply with the terms of this document. However, nothing in this clause will oblige any party to settle any strike, lock-out, ban, boycott or other industrial disturbance or action or to take or threaten to take any legal action.

### **14.4 Notice of Force Majeure**

If a party is not reasonably able to overcome the events, circumstances or conditions which constitute Force Majeure, then it will notify the other party of those events, circumstances, or conditions.

## 14.5 Information

Each party will provide the other with any information which the other party might reasonably request about the events, circumstances or conditions that constitute Force Majeure.

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## 15 Liability

### 15.1 Service Provider Exclusion of Liability

- (a) To the extent permitted by law, the Service Provider's liability to the Interconnecting Party in connection with this document, the operation of the Pipeline or the connection of the Facility to the Pipeline, whether under common law, tort, equity statute or otherwise, is limited to any Direct Loss suffered or incurred by the Interconnecting Party as a direct result of the Service Provider's breach of this document.
- (b) Without limiting clause 15.1(a), the Service Provider is not liable for:
  - (i) any loss of profits, loss of revenue, loss of anticipated savings, loss of production, loss of use, loss of reputation, loss of contract, loss of opportunity, business interruption or any consequential, incidental, indirect, special or punitive damages; and
  - (ii) any liability of the Interconnecting Party to any third party, or any claim, demand, action or proceeding brought against the Interconnecting Party by any third party, and any costs or expenses in connection with the claim, demand, action or proceeding,

in connection with any breach of this document, operation of the Pipeline or in connection with the operation, management, maintenance or modification of the Service Provider Works or otherwise to the Interconnecting Party's connection to the Pipeline under this agreement, however caused (including but not limited to, by the negligence of Service Provider).

- (c) In this clause 15:
  - (i) **"Claim"** means in relation to any person or corporation, a claim, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes, without limitation, a claim for compensation;
  - (ii) **"Direct Loss"** means the actual direct and foreseeable Losses incurred by a party which arise naturally according to the usual course of things; and
  - (iii) **"Loss"** means any liability, cost, expense, loss or damage (including any cost or expense incurred in connection with a Claim).

### 15.2 Service Provider liability cap

Notwithstanding any other provision of this document, Service Provider's liability to the Interconnecting Party in connection with this document, the operation of the Pipeline or the operation, management, maintenance or modification of the

Service Provider Works or otherwise to the Interconnecting Party's connection to the Pipeline under this agreement shall not exceed the sum equivalent to the lesser of the Connection Fee under this agreement or \$250,000.

### **15.3 Application to Interconnecting Party Related Bodies Corporate**

- (a) The liability and indemnity provisions in this document (including in respect of clauses 6, 7 and this clause 15) shall apply to all Related Bodies Corporate of the Interconnecting Party (as they apply to the Interconnecting Party) and accordingly the Interconnecting Party must procure that no Related Body Corporate of the Interconnecting Party brings a Claim against the Service Providers or any Related Bodies Corporate of the Service Providers which is inconsistent with such provisions.
- (b) In this clause, "**Related Body Corporate**" has the meaning given in the *Corporations Act 2001* (Cth).

### **15.4 Off-Spec Gas Indemnity not limited**

The indemnities in this clause are in addition to the indemnity in clause 7.3. The indemnity in clause 7.3 is not limited by anything in this clause.

### **15.5 Exclusion of Law**

Nothing in this agreement is intended to vary or exclude any law which cannot be varied or excluded as a matter of law.

### **15.6 Gas Transportation Agreement Exclusions**

Nothing in this agreement limits or excludes any limitation or exclusion of liability to which the Service Provider is entitled under any other agreement with the Interconnecting Party.

### **15.7 Interconnecting Party Responsibility**

The Interconnecting Party indemnifies the Service Provider against all Losses suffered or incurred by the Service Provider (or any of its Related Bodies Corporate) arising in connection with the connection of the Facility to the Pipeline, the injection or withdrawal of gas through the Connection Point, the Facility, the Other Works or any breach of this agreement by the Interconnecting Party.

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## **16 Insurance**

### **16.1 Insurance Required**

The Interconnecting Party must obtain and maintain insurance against whatever risks Service Provider reasonably specifies from time to time by notice to the Interconnecting Party with solvent and reputable insurers approved by Service Provider and on terms approved by Service Provider.

### **16.2 Benefit of Insurance**

If Service Provider requires, the Interconnecting Party must ensure that any insurance the Interconnecting Party obtains or maintains under this document names Service Provider as an additional insured or notes the interest of Service Provider, whichever Service Provider may require.

### **16.3 Insurance Information**

Whenever reasonably requested by Service Provider, the Interconnecting Party must give Service Provider:

- (a) a true and complete copy of the policy for any insurance which the Interconnecting Party obtains or maintains under this document;
- (b) a certificate of currency for the insurance; and
- (c) whatever other information Service Provider requests in relation to that insurance or anything which relates to that insurance.

### **16.4 Notice of Claims**

The Interconnecting Party must promptly notify Service Provider whenever an event occurs which gives rise to, or might give rise to, a claim under any insurance which the Interconnecting Party maintains under this document.

### **16.5 Claims Enforcement**

Whenever a claim arises, or might have arisen, under any insurance which the Interconnecting Party maintains under this document, the Interconnecting Party must take whatever steps Service Provider reasonably requires to make and enforce or settle that claim.

### **16.6 Claims Settlement**

If Service Provider requires, the Interconnecting Party must not settle or compromise a claim under any insurance which the Interconnecting Party maintains under this document, except with the consent of Service Provider. Service Provider will not withhold that consent unreasonably where the settlement or compromise will not prejudice Service Provider's rights in or in relation to the claim or the circumstances giving rise to the claim.

### **16.7 Failure to Insure**

The Interconnecting Party must promptly notify Service Provider if the Interconnecting Party fails to obtain or maintain any insurance required under this document. In this case, Service Provider may obtain and maintain that insurance on behalf of the Interconnecting Party at the cost of the Interconnecting Party.

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## **17 Taxes, Charges and Carbon Charges**

### **17.1 Taxes, Charges and Carbon Charges**

- (a) If during the Term of this agreement a Tax or Charge is imposed or levied on Service Provider (including any Tax or Charge imposed or levied after the date of this agreement), the Interconnecting Party must pay to Service Provider, as an additional charge, the amount of the Tax or Charge which has a connection to the operation, management, maintenance or modification of the Service Provider Works or otherwise to the Interconnecting Party's connection to the Pipeline under this agreement.
- (b) If during the Term of this agreement, or in connection with the operation, management, maintenance or modification of the Service Provider Works or otherwise to the Interconnecting Party's connection to the Pipeline under this agreement, a Carbon Charge is incurred or will be incurred by Service Provider or any Related Body Corporate of Service

Provider, the Interconnecting Party must pay, as an additional charge, the amount of the Carbon Charge which is fairly attributable to the operation, management, maintenance or modification of the Service Provider Works or otherwise to the Interconnecting Party's connection to the Pipeline under this agreement.

- (c) Any payment required to be made by the Interconnecting Party under clause 17.1(a) or 17.1(b) will be included as a lump sum or lump sums in an invoice or a number of invoices issued by Service Provider. If Service Provider cannot finally determine the amount of the payment for the period covered by an invoice or invoices then Service Provider must make a reasonable estimate of the amount of the payment required to be made under clause 17.1(a) or 17.1(b) and that estimate shall be used for the purposes of the invoice or invoices. When Service Provider has finally determined the payment required to be made under clause 17.1(a) or 17.1(b) for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice or invoices. If the invoice for the last month in the Term of this agreement has been issued, then Service Provider must issue an additional invoice setting out any payment to be made by the Interconnecting Party, or that is owing to the Interconnecting Party, pursuant to this clause 17.
- (d) Service Provider will promptly advise the Interconnecting Party each time any:
- (i) payment is required to be made under clause 17.1(a) or 17.1(b);
  - (ii) estimate is made under clause 17.1(c); or
  - (iii) final determination is made and corresponding credit or debit required to be made under clause 17.1(c),

and will provide the Interconnecting Party with sufficient written evidence of the matters giving rise to the requirement for a payment to be made under clause 17.1(a) or 17.1(b) (whichever is applicable) to enable the Interconnecting Party to verify the amount of the payment or payments and to consider any estimate made pursuant to clause 17.1(c).

- (e) In this clause:
- (i) **"Carbon Charge"** means any cost, loss, fee, expense, penalty, fine, royalty, tax, rate, duty, levy or charge imposed, levied or incurred whether directly or indirectly and including on an accrual basis in respect of any Greenhouse Gas emissions, or in respect of any existing or new trading mechanism or scheme, or any other existing or new mechanism, that has as one of its objectives a reduction in or modification of behaviour in respect of Greenhouse Gas emissions, including any direct or indirect cost of acquiring or failure to surrender any permit, credit or licence which is required in connection with the emission of Greenhouse Gas or any unit (however called) which relates to the amounts of emissions of Greenhouse Gas, and any direct or indirect cost of any relevant activities undertaken for the purposes of reducing or offsetting such emissions;
  - (ii) **"Charge"** means any existing or new fee, impost, royalty (whether based on value, profit or otherwise), excise, levy or charge imposed by any Government Body, whatsoever it is called, and whatever the reason for imposing it, excluding a Carbon Charge;

- (iii) “**Government Body**” means any government, governmental or semi-governmental or judicial entity, ministry, inspectorate, official, public or statutory person or other statutory, administrative, supervisory or regulatory entity, federal, state or local;
- (iv) “**Greenhouse Gas**” means a greenhouse gas as defined by the *National Greenhouse and Energy Reporting Act 2007* (Cth), as in force from time to time;
- (v) “**Related Body Corporate**” has the meaning given in the *Corporations Act 2001* (Cth); and
- (vi) “**Tax**” means an existing or new tax, levy, duty, tariff or surcharge, however imposed or levied from time to time and by whatever name, but does not include tax payable on either party’s income or a Carbon Charge.

## 17.2 Survival

This clause 17 survives the end of this document.

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# 18 Assignments, Transfers and Change of Control

## 18.1 Pipeline

In this document, “**Asset**”, in relation to Service Provider, means the Pipeline (or the part of the Pipeline which is connected to the Connection Point) and, in relation to the Interconnecting Party, means the Facility or the Other Works.

## 18.2 Transfers of Asset

No party may sell or transfer its Asset to any person unless that person has entered into an agreement with both parties to this agreement in the form set out in Annexure C or in such other form as the parties may agree (**Novation Agreement**). The non-transferring party must promptly execute such Novation Agreement on request by the transferring party.

## 18.3 Restriction on Assignments

No party may assign its rights or obligations under this document except to a person to whom that party sells or transfers its Asset under, and in accordance with, this document. An assignment in breach of this clause is of no effect.

## 18.4 Change of control

- (a) The Interconnecting Party must ensure that it does not undergo a Change of Control without the prior written consent of Service Provider.
- (b) For the purposes of clause 18.4, a **Change of Control** of an entity occurs if a person who did not previously do so acquires or holds, directly or indirectly:
  - (i) securities conferring 50% or more of the voting or economic interests in the entity;
  - (ii) the power to control the appointment or dismissal of the majority of the entity’s directors; or

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

---

## **19 Delegation**

### **19.1 Delegation**

Each party may authorise another person to exercise any of its rights, or perform any of its obligations, under or in relation to this document.

### **19.2 Responsibility**

A party that authorises another person to exercise any of its rights or perform any of its obligations will be responsible for all the acts and omissions of that other person.

### **19.3 No Relief**

A party that authorises another person to perform any of its obligations remains liable for the performance of those obligations.

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## **20 Confidentiality**

### **20.1 Confidentiality**

Subject to clauses 20.2 and 20.3, a party must not disclose or permit the disclosure to any person any of the information that party is required to keep confidential (**Confidential Information**) without the prior written consent of the other parties.

### **20.2 Exceptions to confidentiality**

Any party may disclose Confidential Information which:

- (a) at the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the party, is publicly known;
- (b) at the time when it is disclosed, is already known to the party through some independent means not involving breach of any confidentiality undertaking owed pursuant to clause 20.1;
- (c) after the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the party, comes into the public domain otherwise, than as a result of any breach of the confidentiality undertaking owed pursuant to clause 20.1; or
- (d) is required to be disclosed by any applicable laws, judicial processes, Government Body (as defined in clause 17.1(e)(iii)) or the rules or regulations of any recognised stock exchange, to the extent so required, and the disclosing party will promptly notify the other party of that requirement. In particular, but without limitation, Service Provider may disclose information to AEMO where required by the National Gas Rules.

### **20.3 Permitted disclosure**

Any party may disclose Confidential Information to:

- (a) its directors and employees;

- (b) its consultants, lawyers, auditors, professional advisors, insurers or potential insurers, potential equity investors, bona fide potential purchasers of the Pipeline (in the case of Service Provider), financial institution or rating agency to the extent required in relation to the financing of a party's business activities, bankers and financial advisers;
- (c) a Related Body Corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers, professional advisers, insurers or potential insurers) of a party;
- (d) a shareholder of Service Provider or its Related Bodies Corporate (which has the meaning given in the *Corporations Act 2001* (Cth)) (or any of its officers, employees, consultants, financiers, auditors, bankers, financial advisers, lawyers, professional advisors, insurers or potential insurers); or
- (e) any potential assignee of the rights and interests of a party under this document or a third party to the extent required for the purposes of any proposed sale of its share capital or any proposed sale of the share capital of an entity which holds a direct or indirect interest in it or any relevant part of its business undertaking (including, in the case of Service Provider, any sale of the Pipeline),

to the extent those persons have a need to know the Confidential Information, provided that the disclosing party is responsible for ensuring those persons keep the Confidential Information confidential and that those persons comply with the confidentiality obligations of the disclosing party set out in this clause 20.

## **20.4 Survival**

This clause 20 survives the end of this document.

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## **21 Intellectual property rights**

### **21.1 Background IP**

All rights, interest in and title to:

- (a) the Interconnecting Party Background IP remain vested in the Interconnecting Party; and
- (b) the Service Provider Background IP remain vested in Service Provider.

### **21.2 New Intellectual Property**

- (a) Each party agrees that all rights, title and interest in any New Intellectual Property which is developed by either the Interconnecting Party or Service Provider in connection with a pipeline or pipeline equipment owned, operated or controlled by the Interconnecting Party or the Pipeline or in carrying out the Other Works or Service Provider Works will vest in the party that created the New Intellectual Property.
- (b) In consideration of Service Provider complying with its obligations under this agreement, the Interconnecting Party grants to Service Provider a perpetual, world-wide, royalty-free, non-exclusive, non-transferable, irrevocable licence to use, copy, reproduce, modify and adapt the Interconnecting Party Background IP and any New Intellectual Property belonging to the Interconnecting Party for the sole purpose of performing

the Service Provider Works and Service Provider's other obligations under this agreement or a related gas transportation agreement.

- (c) In consideration of the Interconnecting Party complying with its obligations under this agreement, Service Provider grants to the Interconnecting Party a perpetual, world-wide, royalty-free, non-exclusive, non-transferable, irrevocable licence to use, copy, reproduce, modify and adapt the Service Provider Background IP and any New Intellectual Property belonging to Service Provider for the sole purpose of procuring the construction or installation of the Facility and performing the Other Works and the Interconnecting Party's other obligations under this agreement.

### 21.3 Sublicensing

The licences granted under clauses 21.2(b) and 21.2(c) are capable of sub-licence to a subcontractor to the extent necessary for the performance of the Service Provider Works, construction or installation of the Facility and Other Works.

### 21.4 Definitions

In this clause 21:

- (a) **"Interconnecting Party Background IP"** means Intellectual Property Rights which:
  - (i) are owned by or licensed to the Interconnecting Party (including know-how and technical information); and
  - (ii) exist prior to the execution date of this agreement or are developed or acquired by the Interconnecting Party or the Interconnecting Party's personnel independently of this agreement.
- (b) **"Intellectual Property Rights"** means all intellectual property rights conferred by statute, common law or in equity and subsisting anywhere in the world, including:
  - (i) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, and domain names;
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (i); and
  - (iii) all rights of a similar nature to any of the rights in paragraphs (i) and (ii) which may subsist in Australia or elsewhere,whether or not such rights are registered or capable of being registered.
- (c) **"New Intellectual Property"** means all Intellectual Property Rights arising out of or created by or on behalf of a party in the exercise of its rights, or performance of its obligations, under this agreement, but does not include the Interconnecting Party Background IP or the Service Provider Background IP.
- (d) **"Service Provider Background IP"** means Intellectual Property Rights which:
  - (i) are owned by or licensed to Service Provider; and

- (ii) exist prior to the execution date of this agreement or are developed or acquired by Service Provider or Service Provider's personnel independently of this agreement,

and, for the avoidance of doubt, includes the data that Service Provider supplies or otherwise makes available to the Interconnecting Party under or in connection with this agreement.

---

## 22 Dispute Resolution

### 22.1 Disputes

All disputes, controversies or claims arising out of or in relation to this document (**Disputes**) must be dealt with in accordance with this clause 21.

### 22.2 Reference to negotiation

- (a) A dispute must be dealt with in accordance with this clause 22.2 unless:
  - (i) it is a dispute involving only issues of a technical nature which is capable of determination by reference to engineering or scientific knowledge or practice (**Technical Dispute**) or any dispute relating only to matters involving financial calculations or payments which is capable of determination by audit or reference to applicable accounting procedures (**Financial Dispute**), which will be dealt with in accordance with clause 22.3; or
  - (ii) it is any other dispute and the dispute parties agree that it will be dealt with in accordance with clause 22.3.
- (b) If a dispute arises in connection with this document, the party claiming the Dispute must give a notice to the other party setting out particulars of the Dispute (**Dispute Notice**) and seek to convene a meeting of the representatives of the parties to seek to resolve the Dispute within 10 Business Days of providing the Dispute Notice.
- (c) If the Dispute is not resolved at the meeting convened under clause 22.2(b), or if no meeting is convened, the parties must, within 20 Business Days of service of the Dispute Notice, convene a meeting between their respective senior management who, if possible, were not directly involved in the events giving rise to the Dispute and attempt to resolve the Dispute.
- (d) If the Dispute is not resolved at the meeting convened under clause 22.2(c) or is not resolved by any means within 30 Business Days of service of the original Dispute Notice, or such further time as the parties agree, either party to the Dispute may initiate legal proceedings to finally resolve the Dispute.

### 22.3 Expert Determination

- (a) If a Dispute is of a type specified in clause 22.2(a), within 20 Business Days after service of a Dispute Notice, senior representatives of the parties with authority to resolve the Dispute must meet in good faith to try to resolve the Dispute.
- (b) If, within 45 days of service of a Dispute Notice:
  - (i) the meetings under clause 22.3(a) have not taken place; or

- (ii) the Dispute to which the Dispute Notice refers has not been resolved,

then either party may propose to the other party that an Expert be appointed to determine the dispute, in which case clauses 22.3(c) to 22.3(n) will apply.

- (c) If, within 14 days of a party proposing the appointment of an Expert under clause 22.3(b), the parties cannot agree whether a dispute is:
  - (i) a Technical Dispute; or
  - (ii) a Financial Dispute,

a final and binding decision in relation to that issue must be made by a King's Counsel or Senior Counsel admitted to practice in Australia, nominated by the Resolution Institute. The King's Counsel or Senior Counsel who is nominated may ask the parties to produce short submissions on the issue in order to assist him or her in reaching a decision.

- (d) If the parties cannot agree on the identity of the relevant Expert within 14 days of (as applicable):
  - (i) the proposal to appoint an Expert to determine the Dispute;
  - (ii) a decision being made in accordance with clause 22.3(c); or
  - (iii) the parties being notified that the previously appointed Expert is unable or unwilling to complete,

the Expert must be nominated by the Resolution Institute (at the request of a party).

- (e) The parties must request that the Expert determine the referred Dispute within 30 days of appointment unless 30 days is unreasonable in the circumstances, in which case the parties will, acting reasonably, agree and request a longer period for determination. If the parties cannot agree on the period for determination of the Dispute then that period will be determined by the Expert. In any case, the Expert will endeavour to provide his written decision and reasons within 90 days of appointment.
- (f) If the Expert has been appointed, but is unable or unwilling to determine the reference, another Expert must be appointed.
- (g) The Expert must act as an Expert and not as an arbitrator.
- (h) The parties will have the right to make representations and submissions to the Expert in such manner as the Expert may determine. There will be no formal hearing unless the Expert decides that this is necessary.
- (i) The Expert will have power to request any party to provide the Expert with such statements or documents or information within their control as the Expert may determine and the parties must comply with any such request.
- (j) The Expert must give the Expert's decision in writing and with reasons to the parties, which decision:
  - (i) must promptly be given effect by the parties; and

- (ii) will be final and binding (save in the case of fraud or manifest error) on the parties.
- (k) If the Expert decides that a sum is due and payable by one party to another party then:
- (i) any such sum will be due and payable within 14 days of receipt by the parties of written notice of such decision, unless the Expert decides otherwise; and
  - (ii) interest will accrue in accordance with clause 22.5 in respect of late payment.
- (l) The fees of the Expert and any other costs of and incidental to the Expert determination will be payable by such party as the Expert may determine but, in the absence of any such determination, by the parties in equal shares.
- (m) By submitting a Dispute to Expert determination in accordance with this clause 22.3, the parties undertake to carry out any decision of the Expert without delay.
- (n) Where a determination made by an Expert contains a clerical mistake, an error arising from an accidental slip or omission, or a material miscalculation, the Expert may correct his or her determination.
- (o) In this clause 21:
- (i) **“Expert”** means:
    - (A) in the case of a Technical Dispute, a Technical Expert as agreed upon between the disputing parties; and
    - (B) in the case of a Financial Dispute, a Financial Expert as agreed upon between the disputing parties,

or if the disputing parties fail to agree, as otherwise determined under clause 22.3(d).
  - (ii) **“Financial Expert”** means an Independent person who is a chartered accountant and has at least ten years’ experience in the field to which the Financial Dispute relates.
  - (iii) **“Independent”** means:
    - (A) in respect of a natural person, a person who has not at any time in the previous six years been an employee or director of any party or any of their respective related bodies corporate and who does (and, in the previous two years, did) not:
      - (aa) directly hold any significant financial interest in; or
      - (ab) have any agreement or arrangement with significant financial value with,

any party or any of their respective related bodies corporate; and

(B) in respect of any other entity (including a partnership), an entity whose senior personnel directly engaged in the relevant role for purposes of this document are persons of the type described in paragraph (A).

(iv) “**Technical Expert**” means an Independent person who has at least ten years’ experience in the field to which the Technical Dispute relates.

## **22.4 Interlocutory or urgent relief**

Nothing in this clause 21 prevents a party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party’s reasonable opinion, that action is necessary to protect that party’s rights.

## **22.5 Parties to continue to perform**

Pending the resolution or determination of a Dispute, the parties must continue to perform their respective obligations under this document.

## **22.6 Survival**

This clause will survive the termination of this agreement.

---

# **23 Costs and Stamp Duty**

## **23.1 Costs**

Subject to this document, each party will pay its own costs in connection with the preparation, negotiation, execution, delivery, and performance of this document.

## **23.2 Stamp Duty**

The Interconnecting Party will pay all stamp duty chargeable on or in relation to this document under the laws of any jurisdiction.

## **23.3 Survival**

This clause will survive the termination of this agreement.

---

# **24 Notices**

## **24.1 Form of Notices**

A notice or other communication (**Notice**) given under this document must be in writing signed by or on behalf of the sender.

## **24.2 Method of Service**

A Notice may be given to the addressee by hand delivery, pre-paid mail or e-mail to the address set out at the beginning of this document.

## **24.3 Service of Postal Notices**

A Notice sent by pre-paid mail to the address of the addressee set out at the beginning of this document will be deemed to have been received by the addressee on the fifth business day after it is posted (if it was posted within

Australia) and on the tenth business day after it was posted (if it was posted outside Australia), unless it is in fact received earlier.

#### **24.4 Business Day**

For the purposes of this clause, a “**business day**”, in relation to a Notice, means a day other than a Saturday, Sunday or public holiday in the place to which that Notice is sent.

#### **24.5 Change of Address**

A party may change its address or email address as shown at the beginning of this document by not less than 5 business days’ notice to the other party. This document will then apply as if the new address were set out at the beginning of this document.

---

### **25 Rights, Powers and Remedies**

#### **25.1 Not Exclusive**

The rights, powers, and remedies of each party under this document supplement any other rights, powers or remedies that party might have.

#### **25.2 Successive Exercise**

The exercise by a party of any right, power or remedy will not preclude the subsequent exercise by that party of that right, power or remedy or another right, power or remedy.

#### **25.3 No Waiver**

No failure or delay by a party to exercise a right, power or remedy will operate as a waiver. No waiver by a party will be effective unless it is in writing signed by that party.

---

### **26 Governing Law**

#### **26.1 Governing Law**

This document is governed by and is to be construed in accordance with the laws in force from time to time of the State in which the Pipeline is located.

#### **26.2 Jurisdiction**

Each party submits to the jurisdiction of the courts of that jurisdiction.

---

### **27 Severance**

#### **27.1 Severance**

If any term of this document is invalid, illegal, or unenforceable, that term will not form part of this document.

## **27.2 Termination**

Unless both parties agree otherwise, this document will terminate if the severance of an invalid, illegal or unenforceable term materially alters the effect or intent of this document.

---

## **28 Entire Agreement**

### **28.1 Entire Agreement**

This document constitutes the entire agreement between the parties in relation to its subject matter. It supersedes all prior agreements, representations, and understandings.

### **28.2 Implied Terms**

All implied warranties, terms and conditions are excluded to the extent permitted by law.

---

## **29 Amendment of Agreement**

### **29.1 Amendment by Agreement in Writing**

Subject to clause 29.2, this agreement may only be amended in writing executed by or on behalf of the Interconnecting Party and Service Provider.

### **29.2 Amendment by Service Provider**

Service Provider may amend by written notice to the Interconnecting Party any provisions of this document which are applicable to the operation, management, maintenance or modification of the Service Provider Works or otherwise to the Interconnecting Party's connection to the Pipeline under this agreement without the consent of the Interconnecting Party. The Interconnecting Party agrees to comply with the provisions so amended and notified. To the extent that those amendments materially prejudice the Interconnecting Party, the exclusive remedy of the Interconnecting Party is to terminate this agreement (without Service Provider incurring any liability). In this case, Service Provider may disconnect the Pipeline from the Facility (at the Interconnecting Party's cost).

### **29.3 Further Assurances**

Each party will execute all documents and do all other things which are required to permit or facilitate the performance of this document.

---

## **30 Interconnecting Party not trustee**

The Interconnecting Party enters into this document as a principal on its own account and not as an agent. The Interconnecting Party does not enter into this document as trustee of any trust.

---

## **31 Interpretation**

### **31.1 Good industry practice**

In this agreement, good industry practice mean the practices, methods and acts that would reasonably be expected from experienced and competent persons

engaged in the gas industry in Australia, acting with all due skill, diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced professional engineers and operators engaged in the same type of activities under the same or similar circumstances and conditions. It includes (but without limitation) complying with:

- (a) applicable laws and standards relevant to that activity;
- (b) manufacturer's instructions and operating manuals;
- (c) good gas industry and engineering practice current from time to time.

### **31.2 Interpretation**

In this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) headings appear for convenience only and do not affect interpretation;
- (c) where any expression is defined in this agreement, another part of speech or grammatical form of that expression has a corresponding meaning;
- (d) a reference to the Pipeline is a reference to the Pipeline (or any part of the Pipeline) as extended, expanded, modified or otherwise reconfigured from time to time (including by way of the Service Provider Works);
- (e) a reference to the Facility is a reference to the Facility and the Other Works (or any part of the Facility and the Other Works) as extended, expanded, modified or otherwise reconfigured from time to time;
- (f) a reference to a person includes a reference to corporations, firms, associations, authorities, states or governments;
- (g) a reference to a party to this agreement or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (h) a reference to this agreement, or any other agreement or instrument, includes any permitted modifications or variations;
- (i) a reference to this document includes the agreement recorded by this document, the Details and any schedules and annexures;
- (j) a reference to sub-clauses, clauses and annexures is a reference to sub-clauses, clauses and annexures in and to this agreement;
- (k) a reference to GST is a reference to GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time);
- (l) references to 'dollars' and '\$' are references to Australian dollars;
- (m) a reference to a law is a reference to the legislation and common law of any relevant jurisdiction;
- (n) a reference to legislation includes a reference to subordinate legislation;
- (o) a reference to subordinate legislation includes a reference to any direction, rule, regulation, proclamation, code, notice, order or other

instrument or document of any nature whatsoever, issued pursuant to any legislation; and

- (p) a reference to legislation (or any part of any legislation) includes that legislation (or part) as amended or replaced from time to time.

In the interpretation of this agreement, no presumption will be made against any party on the ground that a term was drafted or proposed by or on behalf of that party.

### **31.3 Multiple Parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

### **31.4 Indemnities**

Each indemnity in the agreement is a continuing indemnity which will survive the termination of the agreement. It is not necessary to incur a loss, cost, expense or damage before enforcing any indemnity.

### **31.5 Counterparts**

This agreement may be executed in counterparts. Those counterparts together will constitute a single agreement.

**EXECUTED** as an agreement

# Signing page

DATED: \_\_\_\_\_

**EXECUTED** by [**SERVICE PROVIDER**]  
in accordance with section 127(1) of  
the *Corporations Act 2001* (Cth):

.....  
Signature of director

.....  
Signature of director/company  
secretary

.....  
Name of director (block letters)

.....  
Name of director/company secretary  
(block letters)

**EXECUTED** by [**INTERCONNECTING  
PARTY**] in accordance with section  
127(1) of the *Corporations Act 2001*  
(Cth):

.....  
Signature of director

.....  
Signature of director/company  
secretary

.....  
Name of director (block letters)

.....  
Name of director/company secretary  
(block letters)

# Annexure A Interconnecting Party's Works

---

## 1 Description of Interconnecting Party's Works

### 1.1 Facility

[Insert description of proposed connected facility]

### 1.2 Type of Gas produced by the Facility

[Hydrogen/biomethane/other]

### 1.3 Other Works

[Insert description of any other works which will be constructed/installed by the Interconnecting Party]

### 1.4 Drop Dead Date

[insert]

---

## 2 Specifications for Interconnecting Party's Works

### 2.1 Specifications

The Facility and the Other Works must meet the specifications set out in this section 2.

### 2.2 Nominal flow capacity at Connection Point

Minimum		Maximum	
TJ/day	Std m <sup>3</sup> /hr	TJ/day	Std m <sup>3</sup> /hr

### 2.3 Pressure at Connection Point

Minimum	Maximum
[insert] kPag	[insert] kPag

### 2.4 Delivery Temperature at Connection Point

Minimum	Maximum
[2°C]	[insert] °C

## **2.5 Odourisation at Connection Point**

[insert]

## **2.6 Safety**

The Facility and the Other Works must be safe to connect to the Pipeline at the Connection Point, and to allow the injection of gas from the Facility into the Pipeline or the withdrawal of gas from the Pipeline, without:

- (a) any threat to public safety or the death of or injury to any person;
- (b) any threat of damage to the Pipeline or any other property; or
- (c) any threat to the operational integrity of the Pipeline or the safe and reliable supply of gas to end users.

## **2.7 Other Specifications (if any)**

[insert]

---

# **3 Scope of Work for Interconnecting Party's Works**

## **3.1 Introduction**

The Interconnecting Party's scope of work will include as a minimum the works described in the scope of work set out in this section 3. This scope of work does not limit or otherwise derogate from the obligations of the Interconnecting Party under this agreement.

## **3.2 General Scope of Work**

- (a) Design and design review;
- (b) HAZOP;
- (c) CHAZOP;
- (d) Site construction supervision;
- (e) Construction/installation;
- (f) Tests during construction;
- (g) Tests on completion;
- (h) Pre-commissioning;
- (i) Commissioning; and
- (j) Risk assessment.

## **3.3 Deliverables – before construction**

Unless otherwise agreed, before commencing construction, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to Service Provider:

- (a) independent engineering consultant's report;

- (b) schedule or program of works;
- (c) construction plans, design drawings, layouts and alignment drawings;
- (d) functional specifications;
- (e) design basis manual;
- (f) tags and equipment numbering;
- (g) cathodic protection and earthing protection;
- (h) SCADA and communications;
- (i) HAZOP and CHAZOP reports;
- (j) risk assessment report in accordance with AS 2885;
- (k) construction safety management plan;
- (l) qualification procedures;
- (m) inspection and test plans;
- (n) quality plans; and
- (o) any other deliverable required under this agreement before construction.

### **3.4 Deliverables – before pre-commissioning**

Unless otherwise agreed, before pre-commissioning, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to Service Provider:

- (a) commissioning plans (including commissioning safety management plan);
- (b) pre-commissioning and commissioning manual;
- (c) commissioning punch list; and
- (d) any other deliverable required under this agreement before pre-commissioning.

### **3.5 Deliverables – before completion**

Unless otherwise agreed, before completion, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to Service Provider:

- (a) a final certificate from a director of the Interconnecting Party which certifies to Service Provider that:
  - (i) the Facility and the Other Works have been constructed, installed and completed in accordance with the requirements of this agreement;
  - (ii) any defects identified prior to the certificate have been rectified; and

- (iii) the Facility and Other Works function as intended and in accordance with this agreement and all applicable laws and standards and satisfy the specifications and minimum performance criteria (if any) described in this agreement;
- (b) a copy of each licence, permit, consent, approval, authorisation, certificate or registration that is required by law for or in relation to the design, construction, installation, completion, testing, commissioning, operation, management, maintenance or repair of the Facility or the Other Works (including the injection of gas into or withdrawal of gas from the Pipeline);
- (c) complete set of as built drawings, including but not limited to:
  - (i) drawing register;
  - (ii) process flow diagrams;
  - (iii) piping and instrument diagrams;
  - (iv) mechanical drawings;
  - (v) site layouts;
  - (vi) civil drawings; and
  - (vii) cathodic protection drawings;
- (d) as-built weld records and NDT reports;
- (e) hydrostatic test records;
- (f) inspection records;
- (g) manufacturer's data sheets;
- (h) operating principles;
- (i) hazardous area dossiers;
- (j) mechanical and instrumentation completion punch list;
- (k) critical equipment list; and
- (l) any other deliverable required under this agreement before completion.

### **3.6 Tests during Construction**

The tests during construction must include the tests described in the inspection and test plans approved by Service Provider pursuant to this agreement.

### **3.7 Tests on Completion**

The tests on completion must include the tests described in the inspection and test plans approved by Service Provider pursuant to this agreement.

The tests on completion must demonstrate that the Facility and Other Works function as intended and in accordance with this agreement and all applicable laws and standards and satisfy the specifications and minimum performance criteria (if any) described in this agreement.

### **3.8 Pre-commissioning**

As part of pre-commissioning, the Interconnecting Party must:

- (a) perform full function tests on all safety systems and demonstrate that safety systems are functioning as intended;
- (b) perform high pressure leak tests;
- (c) prepare a punch list including a full review of manufacturer's data sheets, test records and verification of inspection and test plans; and
- (d) any other pre-commissioning activities required by this agreement.

### **3.9 Commissioning**

As part of commissioning, the Interconnecting Party must demonstrate:

- (a) how it will pressure up its facilities;
- (b) the temperature and rate of gas flow into the Connection Point;
- (c) that the valves have been greased;
- (d) that each shut-down valve (if any) is operational; and
- (e) that safety systems are operational to a standard that makes it safe to introduce gas into the Connection Point and into the Pipeline,

and complete any other commissioning activities required by this agreement.

### **3.10 Minimum Performance Criteria**

The Facility and Other Works must satisfy the minimum performance criteria:  
[Insert any required minimum performance criteria]

# Annexure B Service Provider Works

---

## 1 Description of the Service Provider Works

[Insert description of any works which will be constructed/installed by Service Provider]

---

## 2 Proposed Completion Date

[insert]

# Annexure C Novation Agreement

## NOVATION AGREEMENT

### DATE:

### PARTIES:

- 1 **EACH PERSON** whose name and address is set out in Item 1 of the Schedule to this document (**Assignor**);
- 2 **EACH PERSON** whose name and address is set out in Item 2 of the Schedule to this document (**Assignee**); and
- 3 **EACH PERSON** whose name and address is set out in Item 3 of the Schedule to this document (**Other Party**).

### RECITALS

- A** The Assignor and the Other Party are parties to a Connection Agreement (**Connection Agreement**) made between them in or about [insert].
- B** The Assignor wishes to sell or transfer [the Facility/the Pipeline] to the Assignee.
- C** The parties have made this document pursuant to the Connection Agreement.

### OPERATIVE PART:

---

## 1 Substitution Date

In this document, “**the Substitution Date**” means the date on which ownership of [the Facility/the Pipeline] is transferred by the Assignee to the Assignor.

---

## 2 Substitution

### 2.1 Release of Assignor

The Assignor will cease to be entitled to any rights or to be bound by its obligations as a party under the Connection Agreement with effect on and from the Substitution Date but will remain entitled to those rights and bound by those obligations which have accrued prior to the Substitution Date.

### 2.2 Assumption by Assignee

With effect on and from the Substitution Date, the Assignee will become a party to the Connection Agreement and will be entitled to the rights and bound by the obligations of a party to the Connection Agreement as though the Assignor stood in place of the Assignee in all respects.

---

### **3 Notices**

For the purposes of the Connection Agreement, the address of the Assignee for the purpose of service of Notices is the address set out in Item 2 of the Schedule to this document. On and from the Substitution Date, that address is deemed to be set out in the Connection Agreement in place of the address of the Assignor.

---

### **4 Miscellaneous**

The governing law of this document is the law of the State of Victoria. Terms used in this document have the same meanings as they have for the purposes of the Connection Agreement.

#### **SCHEDULE**

**Item 1                      The Assignor**

Name:

Address:

**Item 2                      The Assignee**

Name:

Address:

**Item 3                      The Other Party**

Name:

Address:

#### **EXECUTION:**

[INSERT EXECUTION CLAUSES]

# Annexure D FIRB Conditions Compliance Obligations and Privacy Compliance

The Interconnecting Party (in this Annexure, the **Counterparty**) acknowledges that Service Provider (in this Annexure, **Alinta Energy**) is required in the national interest to meet requirements set by the Australian Government's Foreign Investment Review Board (**FIRB**), requirements under the *Privacy Act 1988* (Cth) including the Australian Privacy Principles (**Privacy Act**), and requirements set by the Office of the Australian Information Commissioner (**OAIC**). As such:

## 1 Definitions

**Agreement** means the document to which this Annexure is attached.

**Bulk Customer Data** means data about multiple parties that receive or consume products (goods or services) whether or not they are existing, past or potential customers of Alinta Energy, or any of its related bodies corporate (as defined by the *Corporations Act 2001* (Cth)).

**Bulk Personal Information** means any holdings or files of personal information (as that term is defined in the Privacy Act) about multiple individuals, being more than 100 records, other than data that is directly related to a current or former employment relationship between Alinta Energy and an individual, and an employee record held by Alinta Energy and relating to an individual.

**Data Breach** means any suspected, likely, or actual unauthorised access to, or any disclosure of or loss of, Personal Information.

**Electricity or Gas Data** means data as to the quantum of gas and/or electricity delivered (both historical and current load demand) from or to any one or more sites (or their connection points). For the purposes of this Annexure, it is agreed that in the definition of "Electricity or Gas Data", 'site' means a power station or fixed point/facility where energy is produced or generated, on the one hand, and/or a point where energy is delivered to be consumed, on the other. 'Site' does not mean delivery to points (i) that are transit/interconnect points on third party distribution or transmission systems/networks other than delivery points of customers / end users; (ii) where in-pipe gas trades occur; and (iii) where energy is delivered into a gross market.

**Eligible Data Breach** has the meaning given to that term in the Privacy Act.

**FIRB Restricted Data** means any Bulk Personal Information, Bulk Customer Data and Electricity or Gas Data (other than information pertaining to the Counterparty as a 'customer' or any one or more of that customer's sites).

**Law** means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by a State, Territory, Commonwealth, or a local government, and includes common law and the principles of equity as applicable from time to time, and any applicable legally binding industry codes of conduct.

**Necessary Notifications** means (a) notices to data subjects that their Personal Information will be disclosed to Alinta Energy for the purposes of Alinta Energy handling that information in the manner contemplated by this Agreement; and (b) directing the relevant individuals to Alinta Energy's Privacy Policy, available at [www.alintaenergy.com.au](http://www.alintaenergy.com.au).

**Personal Information** means (a) in respect of parties and/or information to which the Privacy Act applies, “personal information” as defined in the Privacy Act; and (b) to the extent that sub-clause (a) of this definition does not apply, information or an opinion about an individual which renders that individual reasonably identifiable.

**Privacy Law** means any Law that applies to either or both of the parties which affects privacy, data protection or any Personal Information (including its collection, storage, use or processing) including without limitation the Privacy Act, corresponding Australian State or Territory Privacy Laws, and the *Spam Act 2003 (Cth)*.

**Regulated Information** means all Personal Information (including of mass market customers and small & medium customers) which the Counterparty receives or has access to pursuant to this Agreement but excludes the contact details, employment titles and work signatures of employees, contractors, agents and representatives of Alinta Energy, the Counterparty and third parties engaged in connection with this Agreement.

**Supplier-Provided Information** means all Regulated Information which Alinta Energy receives from Supplier or has access to under this Agreement.

## 2 FIRB Data Security

### 2.1 Dealing with FIRB Restricted Data

Notwithstanding any other clause of this Agreement, if the Counterparty collects, holds, uses, discloses or otherwise deals with **FIRB Restricted Data** in connection with the Agreement, the Counterparty must:

- (a) only do so to the extent required for the purpose of the Agreement;
- (b) store FIRB Restricted Data only within Australia;
- (c) only allow access to FIRB Restricted Data from within Australia and not take FIRB Restricted Data outside of Australia;
- (d) not export any FIRB Restricted Data and put in place appropriate security controls to prevent the export of FIRB Restricted Data;
- (e) keep the FIRB Restricted Data confidential and protect it from unauthorised destruction, loss, alteration or disclosure or access; and
- (f) upon expiry or termination of this Agreement, as requested by Alinta Energy return, destroy or de-identify all FIRB Restricted Data to Alinta Energy's satisfaction.

### 2.2 Onshore maintenance

If the Counterparty maintains, accesses, operates or controls Alinta Energy's generation, transmission or distribution systems or associated ICT infrastructure, the Counterparty must:

- (a) only undertake any such maintenance from within Australia. If such maintenance requires either physical servicing of components offshore or the acquisition of replacement components from outside Australia, the Supplier may do so but only with the prior written consent of Alinta Energy; and
- (b) ensure that such systems and associated ICT infrastructure can be accessed, operated and controlled only from within Australia.

### 2.3 Counterparty Personnel

The Counterparty must ensure that any person it has engaged in connection with the Agreement (including without limitation any of its officers, employees, secondees, agents,

contractors or subcontractors) (the **Counterparty Personnel**) complies with this clause 2 (FIRB Data Security).

## **2.4 Compliance**

The Counterparty must:

- (a) promptly cooperate with any requests, enquiries and reasonable directions from Alinta Energy in relation to the management of FIRB Restricted Data and compliance with this clause 2 (FIRB Data Security);
- (b) within 30 days of a request from Alinta Energy to do so, provide Alinta Energy with an audited compliance statement from an independent third-party auditor certifying the Counterparty's compliance with this clause 2 (FIRB Data Security) and detailing the Counterparty's holdings, storage, and accessibility of FIRB Restricted Data;
- (c) immediately notify Alinta Energy if it becomes aware of a suspected or actual breach of this clause 2 (FIRB Data Security); and
- (d) immediately notify Alinta Energy in advance if any aspect of the Counterparty's operations, service delivery model or information management processes are likely to change which may result in non-compliance with any aspect of this clause 2 (FIRB Data Security).

## **2.5 Consequences of non-compliance**

If the Counterparty is in breach of this clause 2 and does not rectify such breach within 14 days of receiving a written notice from Alinta Energy to do so, Alinta Energy may terminate the Agreement upon written notice to the Counterparty with immediate effect and without financial penalty or cost.

## **2.6 Disclosures to FIRB**

Alinta Energy may disclose this Agreement (and information related to it) to the extent required by law, including without limitation to the Foreign Investment Review Board.

## **3 Privacy**

### **3.1 Handling of Regulated Information and Personal Information**

- (a) The Counterparty will not be required to create, receive, collect, store, access, disclose, exchange or otherwise handle Regulated Information pursuant to this Agreement.
- (b) Notwithstanding clause 3.1(a), the Counterparty and Alinta Energy must in relation to any Personal Information handled pursuant to this Agreement: (i) comply with all applicable Privacy Laws; (ii) only use or disclose Personal Information for the purpose of fulfilling their obligations under this Agreement; and (iii) protect Personal Information from misuse, interference and loss, unauthorised access, modification, or disclosure.
- (c) Each party must notify the other as soon as reasonably practicable upon becoming aware of a breach of this clause 3.1 (*Handling of Regulated Information and Personal Information*).

### **3.2 Investigation**

The Counterparty must immediately notify and cooperate with Alinta Energy in respect of any actual or potential investigation by the OAIC (or an equivalent regulator of another jurisdiction) in relation to either party or their related bodies corporate in connection with this Agreement.

### 3.3 Destruction of Personal Information

Without limiting anything else in this clause 3, once this Agreement expires or terminates for any reason the Counterparty must destroy all Personal Information received by the Counterparty in connection with this Agreement. The Counterparty may retain copies to the extent necessary to comply with any Law or internal corporate requirement.

## 4 Data Breach Response and Notification

### 4.1 Suspected, likely or actual Data Breach

In relation to Personal Information handled pursuant to this Agreement, the Counterparty must:

- (a) immediately report to Alinta Energy any Data Breach and the details of Personal Information impacted;
- (b) immediately investigate and take all reasonable steps to rectify, remedy, or mitigate such Data Breach and any harm to individuals;
- (c) provide Alinta Energy with details of the identity of any individuals or entities involved in the Data Breach;
- (d) provide details of the assessment that the Counterparty is undertaking, or plans to undertake, to determine whether there are reasonable grounds to believe that an Eligible Data Breach has occurred; and
- (e) co-operate with all reasonable instructions of Alinta Energy in relation to that Data Breach.

### 4.2 Eligible Data Breach

In relation to Personal information handled pursuant to this Agreement, the Counterparty must immediately upon becoming aware that there are reasonable grounds to believe there has been an Eligible Data Breach:

- (a) provide the following information to Alinta Energy, to the extent known:
  - i. the basis upon which a reasonable person would or would not conclude that the incident would be likely to result in serious harm to any of the individuals subject to the Eligible Data Breach;
  - ii. any remedial action the Counterparty has taken or proposes to take in relation to the incident;
  - iii. proposed steps that the Counterparty recommends the individuals subject to the Eligible Data Breach should take in response to the incident; and
  - iv. details of the assessment undertaken by the Counterparty to assess whether the incident amounts to an Eligible Data Breach;(collectively, the **Notifiable Matters**);
- (b) provide Alinta Energy with all information, documents and assistance it reasonably requires in respect of the Eligible Data Breach and any notification requirements;
- (c) provide Alinta Energy with ongoing updates (at least every two business days) with respect to the Notifiable Matters until such time as Alinta Energy determines that the incident has been remedied; and
- (d) not notify OAIC or affected individuals of the incident unless first approved by Alinta

Energy (acting reasonably).

## **5 Compliance Statement**

The Counterparty must within 30 days of a request from Alinta Energy to do so, provide Alinta Energy with an audited compliance statement from an independent third-party auditor certifying the Counterparty's compliance with clauses 3 (*Privacy*) and 4 (*Data Breach Response and Notification*).

## **6 Indemnity and Liability**

- (a) The Counterparty indemnifies and holds harmless Alinta Energy, its related entities and the officers, directors and employees of all of them from and against all actions, claims, losses, damages, costs, expenses and other liabilities brought, made or recovered against, or incurred or suffered by, any of them in connection with any breach by the Counterparty, its related entities and the officers, directors and employees of all of them of clauses 3 (*Privacy*) and 4 (*Data Breach Response and Notification*).
- (b) The limitations of liability for the benefit of the Counterparty in the body of the Agreement do not apply in relation to clause 6(a).

## **7 Survival**

The terms of this Annexure will survive the expiry or termination of this Agreement.