



Haulage Contract

Between

**WA Gas Networks Pty Ltd
(ABN 90 089 531 975)**

And

<User>

(ABN xx xxx xxx xxx)

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“Access Arrangement” means the arrangement for access to the WAGN GDS approved by the Regulator under the Code on 18 July 2000, as revised in accordance with the Code.

“Access Arrangement Period” means a period that commences on the date on which revisions to the Access Arrangement made under the Code commence and which ends on the date on which the next revisions to the Access Arrangement made under the Code commence.

“Act” means the *Gas Pipelines Access (Western Australia) Act 1998* (WA).

“Ancillary Service” means any one of Apply Meter Lock Service, Remove Meter Lock Service, Deregistration Service, Disconnection Service and Reconnection Service as set out in clause 17 of Part A of the Access Arrangement, and **Ancillary Services** means all of them.

“Application” means the application by <USER> for access to a Service in accordance with the Applications Procedure which gave rise to this Haulage Contract or to an amendment to the WAGN Register under clauses 32 and 33.

“Applications Procedure” means the process by which a person wishing to obtain access to a Service must submit an Application, which will be set out as part of the Information Package described in section 5.1 of the Code.

"Apply Meter Lock Service" means a Service by which WAGN applies a Meter lock to a Meter at a Delivery Point as set out in clause 17(a) of Part A of the Access Arrangement.

“Arbitrator” has the meaning given to it in section 10.8 of the Code.

“Business Day” has the meaning given to it in section 10 of the Appendix to Schedule 1 to the Act.

“Capacity” has the meaning given to it in section 10.8 of the Code.

“Causing Users” has the meaning given to it in clause 64(2).

"Change in Control" means, in relation to a corporation, a change in:

- (a) control of the composition of the board of directors of the corporation;
- (b) control of more than half the voting rights attaching to shares in the corporation; or
- (c) control of more than half the issued shares of the corporation (not counting any share which carries no right to participate beyond a specified amount in the distribution of either profit or capital).

“Charge” has the meaning given to it in section 10.8 of the Code.

“Code” means the *National Third Party Access Code for Natural Gas Pipeline Systems*, applying as a law of Western Australia by virtue of section 9 of the

Act, as changed from time to time in accordance with the Gas Pipelines Access Law.

"Control" means a power or control that is direct or indirect or that is, or can be, exercised as a result of, by means of or by the revocation or breach of a trust, an agreement, a practice, or any combination of them, whether or not they are enforceable. It does not matter whether the power or control is express or implied, formal or informal, exercisable alone or jointly with someone else.

"Commencement Date" has the meaning given to it in clause 27(a).

"Confidential Information" means:

- (a) the contents of this Haulage Contract; and
- (b) any information provided to the receiving party by the disclosing party during the course of negotiations for, or during the duration of, this Haulage Contract, which:
 - (i) relates specifically to the affairs of a person; and
 - (ii) is claimed by the disclosing party to be confidential, where the disclosure of that information would or might seriously and prejudicially affect the interests of the person,

but excludes information referred to in clause 44.

"Contracted Peak Rate" for a Delivery Point means the rate determined under clause 47 as the highest Instantaneous Flow Rate through the Delivery Point at which WAGN can be required to deliver Gas.

"Contracted Service" means any one of Service A1, Service A2, Service B2 and Service B3, and **"Contracted Services"** means all of them.

"CPI" means the Consumer Price Index (All Groups, Eight Capital Cities) published quarterly by the Australian Bureau of Statistics, or, if applicable, an alternative index determined under Part B, clause 9 of the Access Arrangement.

"Current Access Arrangement Period" means the period commencing on 25 August 2005 and ending on the date on which the next revisions to the Access Arrangement under the Code commence.

"Current Service" means a Contracted Service that is currently contracted by <USER> in respect of a Delivery Point under this Haulage Contract, as referred to in clause 38(1).

"Current User", in relation to a Delivery Point on the WAGN GDS, means the User who is assigned to the Delivery Point in the REMCo Registry.

"Daylight Saving Period" means any period during which Summer Time is declared by the *Daylight Saving Act 2006* (WA) to be in advance of Western Standard Time.

"Delivery Facilities" means as applicable, Standard Delivery Facilities or User Specific Delivery Facilities.

"Delivery Point" means a point, including a flange or joint, specified in this Haulage Contract as a point at which <USER> is entitled to take delivery of Gas from WAGN out of the WAGN GDS.

"Deregistered", in relation to a Delivery Point which has been the subject of a Deregistration Service, means that Gas is permanently precluded from being supplied at the Delivery Point.

"Deregistration Service" means a service to permanently remove a Meter from a Delivery Point and terminate the association of <USER> with the Delivery Point as set out in Part A, clause 17(c) of the Access Arrangement.

"Direct Damage":

- (a) in relation to any person — means loss or damage which is not Indirect Damage; and
- (b) in relation to WAGN only — means, in addition, any liability of WAGN to any User, any claim, demand, action and proceeding brought against WAGN by any User, and any of WAGN's costs or expenses in connection with the claim, demand, action or proceeding.

"Disconnection Service" means a Service by which WAGN discontinues the supply of Gas at a Delivery Point as set out in clause 17(d) of Part A of the Access Arrangement.

"Downstream Person", of <USER>, means:

- (a) any person:
 - (i) supplied; or
 - (ii) having or claiming an entitlement to be supplied, directly or indirectly with Gas which is, or is to be, or should have been, transported by or on behalf of <USER> through the WAGN GDS (whether or not it was also to be transported through any other Pipeline by or on behalf of <USER> or any other person); and
- (b) any person claiming directly or indirectly on behalf of or through such a person.

"DUET Entities" means AMPCI Macquarie Infrastructure Management No 1 Limited (ABN 99 108 013 672) in its capacity as responsible entity of Diversified Utility and Energy Trust No. 1 and AMPCI Macquarie Infrastructure Management No 2 Limited (ABN 15 108 014 062) in its capacity as responsible entity of Diversified Utility and Energy Trust No. 2.

"Emergency" means:

- (a) any extreme operating situation; or
- (b) any other situation (however caused) which, in WAGN's opinion, poses an immediate or imminent danger to persons or property or otherwise constitutes an emergency or justifies or requires urgent or unilateral action.

"End Date" means, in respect of a Delivery Point, the date on which <USER>'s entitlement to take delivery of Gas at the Delivery Point ends, as determined in accordance with clause 30.

"End User" means a person who acquires or proposes to acquire Gas from <USER> at a Delivery Point.

"Equivalent Reference Service" has the meaning given to it in clause 83(2).

"Extension or Expansion" includes a new Pipeline, and any extension to, or expansion of the Capacity of, all or part of an existing Pipeline.

"Force Majeure" means any event or circumstance which is not within a Party's control and which the Party, by applying the standard of a reasonable and prudent person, is not able to prevent or overcome.

"Gas" or "Natural Gas" means a substance:

- (a) which is in a gaseous state at standard temperature and pressure and which consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, the principal constituent of which is methane; and
- (b) which has been processed to be suitable for consumption.

"Gas Day" has the meaning given to it in clause 9.

"Gas Hour" means a period of 60 minutes, commencing and ending on the hour.

"Gas Pipelines Access Law" has the meaning given to it in section 3 of the Act.

"Gas Quality Specifications" has the meaning given to it in Schedule 6.

“Gas Standards Regulations” means the *Gas Standards (Gas Supply and System Safety) Regulations 2000* (WA) and any other regulations under the *Gas Standards Act 1972* (WA) which relate to Gas quality, including heating value.

“GST” has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any associated and delegated legislation.

“Guaranteed Service Level” or **“GSL”** means a standard of service that must be provided by WAGN in respect of certain Services to Small Use Customers of Users under the Access Arrangement.

“Haulage Contract” means this agreement entered into between WAGN and <USER> under which WAGN agrees to provide Service A1, Service A2, Service B1, Service B2 or Service B3 on the terms and conditions set out in this agreement.

“High Pressure System” means those Pipelines owned and operated by WAGN operating at a nominal pressure of 300 kPa or more including those which fall within one or more of the following categories:

- (a) any expansion to the High Pressure System which is required to be installed under section 6.22 of the Code; and
- (b) Pipelines which become part of the High Pressure System under the Extensions/Expansions Policy in the Access Arrangement,

and excludes all high pressure regulators which reduce the pressure from those parts of the WAGN GDS which operate at a nominal pressure of 300 kPa or more to those parts of the WAGN GDS which operate at a nominal pressure of less than 300 kPa.

“Inaccurate” has the meaning given to it in clause 72.

“Indirect Damage” suffered by a person means:

- (a) any consequential loss or damage however caused, including without limitation any:
 - (i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or
 - (ii) business interruption,

whether or not the consequential loss or damage was foreseeable; and

- (b) any liability of the person to any other person, or any claim, demand, action or proceeding brought against the person by any other person, and any costs or expenses in connection with the claim, demand, action or proceeding,

but in relation to WAGN does not mean loss or damage referred to in paragraph (b) of the definition of Direct Damage in this Haulage Contract.

“Instantaneous Flow Rate” at a Delivery Point means a flow rate measured over the shortest period of time over which the Meter is capable of measuring a flow rate.

"Interconnection Distance" means, in respect of a Delivery Point, a distance measured along the straight line which represents the shortest distance between the Delivery Point and the nearest Pipeline or storage system from which Gas is (or would be if an Interconnection Agreement were entered into and necessary Physical Gate Points and associated facilities were constructed) supplied into the WAGN GDS.

“Interconnected Pipeline” means a transmission Pipeline, distribution Pipeline or Gas storage system from which Gas is supplied into the WAGN GDS.

“Interconnection Arrangements” means a written or unwritten contract, arrangement or understanding in respect of an interconnection at a Physical Gate Point between the WAGN GDS and an Interconnected Pipeline (and includes an agreement for the provision of an Interconnection Service):

- (a) on terms (including as to cost reimbursement), and in a form, acceptable to WAGN acting as a reasonable and prudent person;
 - (b) between WAGN and a person who is either:
 - (i) the operator of the Interconnected Pipeline; or
 - (ii) another person whom WAGN, acting as a reasonable and prudent person, considers has adequate technical and financial resources and adequate ability to operate, or direct the operation of, the Physical Gate Point;
- and
- (c) governing all matters which WAGN, acting as a reasonable and prudent person, considers necessary to be governed in respect of the management of the interconnection at the Physical Gate Point, which may include:
 - (i) the design, construction, commissioning, ownership and funding of the Physical Gate Point and associated facilities;
 - (ii) operational issues; and
 - (iii) management plans in respect of Gas quality, odourisation and metering at the Physical Gate Point and management of heating values,

and which must establish the Minimum Receipt Temperature for the Physical Gate Point.

“Interconnection Event” has the meaning given to it in clause 41.

“Interconnection Service” means the Service described in clause 25 of Part A of the Access Arrangement.

“Invoicing Period” means the period to which an invoice under this Haulage Contract relates.

“Law” means all:

- (a) written and unwritten laws of the Commonwealth, of Western Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of this Haulage Contract; and
- (b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any government agency or authority.

“Medium Pressure/Low Pressure System” means those Pipelines owned and operated by WAGN operating at a nominal pressure of less than 300 kPa including those which fall within one or more of the following categories:

- (a) any expansion to the Medium Pressure/Low Pressure System which is required to be installed under section 6.22 of the Code; and
- (b) Pipelines which become part of the Medium Pressure/Low Pressure System under the Extensions/Expansions Policy in the Access Arrangement;

and includes all high pressure regulators owned and operated by WAGN which reduce the pressure from those parts of the WAGN GDS which operate at a nominal pressure of 300 kPa or more to those parts of the WAGN GDS which operate at a nominal pressure of less than 300 kPa.

“Meter” means all equipment used to measure the flow of Gas taken from the WAGN GDS at a Delivery Point, including any ancillary equipment.

“MIRN” means the unique 10-digit numeric meter installation registration number that WAGN assigns to each Delivery Point in the WAGN GDS.

“Minimum Receipt Temperature” means the minimum temperature at which Gas may enter the WAGN GDS at a Physical Gate Point under Interconnection Arrangements which must be between 0°C and 10°C.

“New Access Arrangement Period” has the meaning given to it in clause 83.

“Nominal Delivery Pressure” means, in respect of a Delivery Point, the pressure determined as the nominal pressure for the Delivery Point under Schedule 1, Schedule 2, Schedule 3 or Schedule 4, as applicable.

“Non – Capital Costs” has the meaning given to it in section 8.4 of the Code.

“Non-Firm User” means a User who is bound to comply with an approved System Pressure Protection Plan which uses, to any extent, any option other than Option 1 set out in clause 29(a) of Part A of the Access Arrangement.

“Overrun Charge”, in relation to Service A1, has the meaning given to it in clause 6 of Schedule 1.

“Overrun Service”, in relation to Service A1, has the meaning given to it in clause 6 of Schedule 1.

“Overrun Service Rate”, in relation to Service A1, has the meaning given it in clause 6 of Schedule 1.

“Party” means a party to this Haulage Contract.

“Physical Gate Point” means a flange, joint or other point which marks a physical boundary between the WAGN GDS and an Interconnected Pipeline.

“Pipeline” means a pipe, or system of pipes, or part of a pipe or system of pipes, for transporting Gas, and any tanks, reservoirs, machinery or equipment directly attached to the pipe, or system of pipes, but does not include:

- (a) unless paragraph (b) applies, anything upstream of a prescribed exit flange on a pipeline conveying Gas from a prescribed Gas processing plant;
- (b) if a connection point upstream of an exit flange on such a pipeline is prescribed, anything upstream of that point;
- (c) a gathering system operated as part of an upstream producing operation;
- (d) any tanks, reservoirs, machinery or equipment used to remove, add components to or change Gas (other than odourisation facilities) such as a Gas processing plant; or
- (e) anything downstream of the connection point to a consumer.

“Prescribed Interest Rate” in respect of a day on which interest is to be payable, means an annual interest rate which is 3 percentage points higher than the bank bill rate, where the bank bill rate:

- (a) means the average bid rate (rounded up to four decimal places) for bank accepted bills having a tenor of one month as displayed on the ‘BBSW’ page of the Reuters Monitor System at or about 10.30am (Sydney time) on that day; or

- (b) if the bank bill rate cannot be determined by the procedure in paragraph (a) of this definition, a reasonable rate determined by WAGN having regard to comparable indices then available.

“Queuing Policy” means the policy set out in clauses 45-57 of Part A of the Access Arrangement.

“Receipt Point” for a Sub-network means a point (which may be in the same physical location as a Physical Gate Point) which is designated as a Receipt Point for that Sub-network in the Schedule prepared by WAGN under clause 64(4) of Part A of the Access Arrangement.

“Reconnection Service” means a Service in respect of a Delivery Point at which a Disconnection Service has previously been supplied, by which WAGN recommences the supply of Gas at the Delivery Point as set out in clause 17(e) of Part A of the Access Arrangement.

“Reference Service” means any one of Reference Service A1, Reference Service A2, Reference Service B1, Reference Service B2 and Reference Service B3 and **“Reference Services”** means all of them.

“Reference Service A1” means the Service described in clause 12 of Part A of the Access Arrangement.

“Reference Service A2” means the Service described in clause 13 of Part A of the Access Arrangement.

“Reference Service B1” means the Service described in clause 14 of Part A of the Access Arrangement.

“Reference Service B2” means the Service described in clause 15 of Part A of the Access Arrangement.

“Reference Service B3” means the Service described in clause 16 of Part A of the Access Arrangement.

“Reference Tariff” means any one of Reference Tariff A1, Reference Tariff A2, Reference Tariff B1, Reference Tariff B2 and Reference Tariff B3 and **“Reference Tariffs”** means all of them.

“Reference Tariff A1” means the Reference Tariff described in Schedule 1 of Part B of the Access Arrangement as varied from time to time in accordance with the terms of the Access Arrangement.

“Reference Tariff A2” means the Reference Tariff described in Schedule 2 of Part B of the Access Arrangement as varied from time to time in accordance with the terms of the Access Arrangement.

“Reference Tariff B1” means the Reference Tariff described in Schedule 3 of Part B of the Access Arrangement as varied from time to time in accordance with the terms of the Access Arrangement.

“Reference Tariff B2” means the Reference Tariff described in Schedule 4 of Part B of the Access Arrangement as varied from time to time in accordance with the terms of the Access Arrangement.

“Reference Tariff B3” means the Reference Tariff described in Schedule 5 of Part B of the Access Arrangement as varied from time to time in accordance with the terms of the Access Arrangement.

“Regulator” has the meaning given to ‘Relevant Regulator’ in section 10.8 of the Code.

“Related Body Corporate” means ‘Related Body Corporate’ as that term is defined in the *Corporations Act 2001* (Cth).

“Related Shipper”, in relation to a Sub-network, means a person who, from time to time, is named in <USER>’s allocation instruction for the Sub-network under the Retail Market Rules, and to avoid doubt, <USER> may be its own Related Shipper.

“REMCo” means the Retail Energy Market Company Limited (ABN 15 103 318 556) of Level 40, 140 William Street, Melbourne, Victoria.

“REMCo Registry” means the ‘REMCo registry’ as that term is defined in the Retail Market Rules.

“Remove Meter Lock Service” means a Service by which WAGN removes a Meter lock from a Meter at a Delivery Point as set out in clause 17(b) of Part A of the Access Arrangement.

“Replacement Service” means a Contracted Service which, under clause 40, replaces the Current Service at a Delivery Point.

“Retail Market Rules” means the rules, established by REMCo, that govern the operation of the Gas retail markets of South Australia and Western Australia as amended from time to time.

“Retail Market Scheme” means the retail market scheme, including the Retail Market Rules, approved under section 11Z0J of the *Energy Coordination Act 1994* (WA) as applying in respect of WAGN’s GDS, as amended from time to time.

“Revised Access Arrangement” has the meaning given to it in clause 83(2).

“Service” has the meaning given to it in section 10.8 of the Code.

“Service A1” means the Service under this Haulage Contract which derives from Reference Service A1.

“Service A2” means the Service under this Haulage Contract which derives from Reference Service A2.

“Service B1” means the Service under this Haulage Contract which derives from Reference Service B1.

“Service B2” means the Service under this Haulage Contract which derives from Reference Service B2.

“Service B3” means the Service under this Haulage Contract which derives from Reference Service B3.

“Service Pipe” means the pipe and associated fittings which connect a Delivery Point to the main.

“Service Provider” has the meaning given to it in section 10.8 of the Code.

{Note: WAGN is the Service Provider for the WAGN GDS.}

“Small Use Customer” has the meaning given to it under section 3 of the *Energy Coordination Act 1994 (WA)*.

“Standard Delivery Facilities” includes:

- (a) either:
 - (i) in the case of Service B2, a Standard 12 m³/hr Meter; or
 - (ii) in the case of Service B3, a Standard 6 m³/hr Meter;
- (b) up to 20 metres of service pipe;
- (c) a Standard Pressure Regulator, sized to suit the applicable Meter; and
- (d) any ancillary pipes and equipment,

being the standard facility or facilities adopted for the purposes of this definition as specified from time to time by WAGN.

“Standard 6 m³/hr Meter” means a standard Meter with a badged capacity of not more than 6 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purposes of this definition as specified from time to time by WAGN.

“Standard 12 m³/hr Meter” means a standard Meter with a badged capacity of not less than 6 cubic metres of Gas per hour and not more than 12 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purposes of this definition as specified from time to time by WAGN.

“Standard Pressure Regulator” means a pressure regulator or pressure regulators provided by WAGN as part of Reference Service B2 and Reference Service B3 which are the standard facilities adopted for the purposes of this definition as specified from time to time by WAGN.

“Start Date” means, in respect of a Delivery Point, the date on which <USER> becomes entitled to take delivery of Gas at the Delivery Point, as determined in accordance with clause 29.

“Sub-network” means a part of the WAGN GDS which is identified by WAGN as a sub-network in the most recent Schedule prepared by WAGN under clause 64(4) of Part A of the Access Arrangement.

“Summer Time” has the meaning given to it in the *Daylight Saving Act 2006* (WA).

“System Pressure Charge” has the meaning given to it in clause 46.

“System Pressure Protection Plan” means a plan provided in accordance with clauses 28 and 29 of Part A of the Access Arrangement by <USER> which sets out the manner in which <USER> will ensure that it does not jeopardise the system pressure of the WAGN GDS.

“System Pressure Service” is a Service by which WAGN may supply, maintain, operate and monitor remotely operated flow controllers at relevant Delivery Points, on terms and conditions (including as to payment of a System Pressure Charge) agreed between <USER> and WAGN.

“Tariff”, for any of Service A1, Service A2, Service B1, Service B2 or Service B3, means the criteria that, when applied to <USER>’s characteristics and requirements at a Delivery Point, determine the Charge that is payable by <USER> to WAGN in respect of that Delivery Point.

“Tariff A1”, for a Delivery Point to which Service A1 applies, means the tariff determined for the Delivery Point under Schedule 1.

“Tariff A2”, for a Delivery Point to which Service A2 applies, means the tariff determined for the Delivery Point under Schedule 2.

“Tariff B1”, for a Delivery Point to which Service B1 applies, means the tariff determined for the Delivery Point under Schedule 3.

“Tariff B2”, for a Delivery Point to which Service B2 applies, means the tariff determined for the Delivery Point under Schedule 4.

“Tariff B3”, for a Delivery Point to which Service B3 applies, means the tariff determined for the Delivery Point under Schedule 4.

“Tax” includes any tax, rate, impost, levy, duty, fee, compulsory loan, tax-equivalent payment or surcharge withheld, deducted, charged, levied or imposed under any Law.

“Telemetry” means the communication equipment used for transmission of data collected from a Meter to WAGN’s central data management system and typically encompasses modems, telecom landline (which may be dedicated or part of the PSTN network) or radio transceivers (which may be in the form of a dedicated radio network, GSM, GPRS or satellite telephony).

“**Trading Policy**” means the policy set out in clauses 38 to 44 of Part A of the Access Arrangement.

“<USER>” means <User> (ABN xx xxx xxx xxx) .

“**User**” means a person who has a current agreement for a Service or an entitlement to a Service as a result of an arbitration.

{Note: <USER> is a User.}

“**User Specific Delivery Facilities**”, in respect of a Delivery Point, means the facilities specified as such in the WAGN Register for the Delivery Point.

“**WAGN**” means WA Gas Networks Pty Ltd (ABN 90 089 531 975) of Level 11, 12-14 The Esplanade, Perth, Western Australia, and includes its successors and assigns.

“**WAGN GDS**” means those Pipelines of the Mid-West and South-West Gas Distribution Systems owned by WAGN comprising:

- (a) the High Pressure System; and
- (b) the Medium Pressure/Low Pressure System,

and to avoid doubt, does not include the Kalgoorlie Gas Distribution System or any system of Pipelines that does not distribute Natural Gas. At such time as a system of Pipelines in the Mid-West and South-West Gas Distribution Systems owned and operated by WAGN which has not been distributing Natural Gas begins distributing Natural Gas, the system of Pipelines will become part of the WAGN GDS.

“**WAGN Register**” means electronic registers established and maintained by WAGN under clauses 32 and 34 which may comprise registers maintained by WAGN in accordance with the Retail Market Rules.

“**Western Standard Time**” means the time declared by the *Standard Time Act 2005* (WA) to be standard time throughout Western Australia (when this Haulage Contract was entered into standard time was Greenwich Mean Time plus 8 hours).

“**Year**” means a period of 12 months.

Interpretation

2. Headings to clauses and entries in the table of contents are not part of this Haulage Contract.
3. Except where otherwise indicated, a reference in this Haulage Contract to a clause, sub-clause, paragraph or Schedule is a reference to a clause, sub-clause or paragraph of, or Schedule to, this Haulage Contract.
4. Unless the context otherwise requires, in this Haulage Contract:

- (a) words indicating a gender include each other gender; and
 - (b) words in the singular include the plural and vice versa.
- 5. If this Haulage Contract defines a word or expression, other parts of speech and grammatical forms of the word or expression have corresponding meanings.
- 6. The term **“including”** means “including but not limited to”.
- 7. A reference in this Haulage Contract:
 - (a) to a Delivery Point being **“on”** the High Pressure System, the Medium Pressure/Low Pressure System or a Sub-network means that the Delivery Point is attached to or forms part of the relevant system or Sub-network, such that Gas flowing through the Delivery Point flows from that system or Sub-network; and
 - (b) to a Receipt Point being **“on”** a Sub-network means that the Physical Gate Points associated with the Receipt Point are attached to or form part of the relevant Sub-network, such that Gas flowing through the Physical Gate Points flows into that Sub-network; and
 - (c) to **“associated”**, when used to describe the relationship between a Receipt Point and a Physical Gate Point means that each of them is associated with the same Sub-network.
- 8. The term **“under”** in relation to a provision of this Haulage Contract, includes “by”, “in accordance with”, “pursuant to” and “by virtue of”.
- 9. Gas operations under and in connection with this Haulage Contract are conducted in accordance with the Western Australian **“Gas Day”** which at the date of this Haulage Contract is a 24 hour period starting at 08:00 hours on a day and ending at 08:00 hours on the following day, so:
 - (a) a reference in this Haulage Contract to a day or date is a reference to the Gas Day commencing at 08:00 hours on the day or date referred to, and ending at 08:00 hours on the following day; and
 - (b) references in this Haulage Contract to months, quarters and years are to be given corresponding meanings; and
 - (c) in reckoning periods of months, quarters and years, the 8 hour offset between months, quarters and years reckoned under clause 9(b) and calendar months, quarters and years, is to be disregarded.

References to time

- 10. (1) In this Haulage Contract, subject to clause 10(2), a reference to a time is a reference to Western Standard Time.

- (2) WAGN may, in relation to any Daylight Saving Period, give notice to <USER> that a reference in this Haulage Contract to a time is a reference to Summer Time.
 - (3) If WAGN gives <USER> a notice under clause 10(2), then:
 - (a) in relation to the relevant Daylight Saving Period, a reference in this Haulage Contract to a time is a reference to Summer Time; and
 - (b) a reference in this Haulage Contract to a 24 hour period includes a period adjusted for the effect of sub-paragraph 10(3)(a) as specified by WAGN, such that whether it is the start or end of the Daylight Saving Period, it includes a period of 23 and 25 hours respectively.
 - (4) WAGN may only give a notice under clause 10(2) before the commencement of the Daylight Saving Period to which the notice relates.
 - (5) Without limiting clause 10(2), WAGN may also give a notice under that clause in relation to:
 - (a) more than one Daylight Saving Period; or
 - (b) all Daylight Saving Periods.
11. Except where the contrary intention is apparent and subject to clause 9, a reference to a time and date in this Haulage Contract is a reference to the time and date in Perth, Western Australia.
12. In this Haulage Contract, a reference to:
- (a) a Law includes any amendment or re-enactment of it, or substitution for it, that is for the time being in force, and includes all Laws made under it from time to time; and
 - (b) a rule of the Retail Market Rules or a provision of the Retail Market Scheme includes any amendment to or substitution of the rule or provision.

Notes

13. Where information in this Haulage Contract is set out in braces (namely “{” and “}”), whether or not preceded by the expression “Note”, the information:
- (a) is provided for information only and does not form part of this Haulage Contract;
 - (b) is to be disregarded in interpreting this Haulage Contract; and

- (c) might not reflect amendments made to the Access Arrangement, the Act or the Gas Pipelines Access Law.

SI units

14. Unless otherwise indicated, all units in this Haulage Contract are SI units in accordance with the International System of Units set out in Australian Standard 1000-1979.

References to Contracted Peak Rate

15. Unless the contrary intention appears, and subject to clause 16, wherever Contracted Peak Rate is required by this Haulage Contract to be quantified, it is to be quantified as an Instantaneous Flow Rate and is to be expressed in gigajoules per hour.
16. In this Haulage Contract, the calculation and invoicing of Charges payable by <USER> is on an energy basis rather than a volume basis.

GENERAL

17. This Haulage Contract and the Schedules to this Haulage Contract specify the terms and conditions upon which WAGN makes Service A1, Service A2, Service B1, Service B2 and Service B3 available to <USER>.

CONDITIONS PRECEDENT

18. This Haulage Contract is entered into under, and is subject to, the Access Arrangement.
19. WAGN is a 'network operator' for the purposes of the Retail Market Scheme and must comply with the Retail Market Scheme.
20. <USER> is a 'user' for the purposes of the Retail Market Scheme and must comply with the Retail Market Scheme.
21. Except for clauses 18 to 23 and 125 to 144, this Haulage Contract has no force or effect until the occurrence of all of the following ("**Conditions Precedent**"):
- (1) WAGN has approved a System Pressure Protection Plan and an enforceable undertaking provided to it by <USER> under clause 28 of Part A of the Access Arrangement; and
 - (2) <USER> becomes a member of the Retail Market Scheme in accordance with sections 11ZOC, 11ZOD and 11ZOF of the *Energy Coordination Act 1994* (WA).
22. Each Party must use its best efforts to ensure that each Condition Precedent in clause 21 is fulfilled.
23. If the Condition Precedent in clause 21(1) has not been satisfied by the Parties by **20 December 2007** or such later date as the Parties may agree in writing,

this Haulage Contract, with the exception of clause 132, is cancelled and has no further effect, but without prejudice to any rights or remedies which a Party may have against the other Party which have already arisen.

RELATIONSHIP BETWEEN WAGN AND <USER>

24. (1) WAGN may from time to time require <USER> to:
- (a) provide security for the performance of its obligations under this Haulage Contract in the form of a bank guarantee applying for the duration of this Haulage Contract for at least an amount that is equal to WAGN's reasonable estimate of all fees and Charges that will be incurred by <USER> under this Haulage Contract in the 2 months following the date of estimation, and if necessary a greater amount if, in WAGN's reasonable opinion, a greater amount is necessary to protect WAGN's legitimate business interests;
 - (b) pay all amounts owing under this Haulage Contract to continue to receive Services under this Haulage Contract;
 - (c) demonstrate its compliance with WAGN's minimum insurance and prudential requirements, including its ability to meet all financial obligations under this Haulage Contract. Unless otherwise agreed, the minimum insurance and prudential requirement is third party liability insurance including product liability, noting WAGN's interest, in the amount of not less than \$20 million for any one occurrence;
 - (d) provide evidence that <USER> has the ability to comply, is complying and will comply, with its approved System Pressure Protection Plan, including by providing evidence of the identity of its Related Shippers,

and (without limiting any other remedies which may be available to it) WAGN may refuse to deliver Gas to <USER> for so long as the relevant requirement remains unsatisfied.

- (2) <USER> must procure compliance by:
- (a) the operator of an Interconnected Pipeline from which Gas is injected into the WAGN GDS by <USER> or on <USER>'s behalf; and
 - (b) a person who injects Gas into the WAGN GDS on <USER>'s behalf,

with the Retail Market Scheme and any contract applying in respect of the relevant Interconnection Arrangements to the extent necessary to permit the Parties to perform their respective obligations under this Haulage Contract.

- (3) <USER> must pay WAGN the Charge for a Service under this Haulage Contract even if WAGN was unable to provide, undertake or complete the Service as a direct result of either:
 - (a) an act or omission of <USER> that prevented WAGN from providing, undertaking or completing the Service; or
 - (b) the requested Service not being able to be provided or undertaken in respect of the Delivery Point for which the Service was requested by <USER>.
- (4) WAGN's ability to provide a Service to <USER> under this Haulage Contract is subject to <USER> ensuring that WAGN has unfettered access to the Meter located at the Delivery Point the subject of the Service:
 - (a) during the term of the Haulage Contract; and
 - (b) if applicable, until the Delivery Point is Deregistered and the Deregistration Service has been completed.

THE HAULAGE SERVICE

Receipt and delivery of Gas

25. Under this Haulage Contract, <USER> is entitled to take delivery of Gas at each Delivery Point for which <USER> is the Current User on the terms and conditions set out in this Haulage Contract.

Obligation to accept and deliver Gas

26. (1) Subject to the terms of this Haulage Contract:
- (a) WAGN must accept the quantity of Gas delivered to a Receipt Point by one or more Related Shippers; and
 - (b) deliver Gas to <USER> at a Delivery Point the subject of this Haulage Contract,
- up to the levels specified in this Haulage Contract.
- (2) In addition to any other rights and remedies that may be available to it under any Law or agreement or otherwise, WAGN may refuse to accept the quantity of Gas delivered to a Receipt Point by a Related Shipper if:
- (a) the Gas does not comply with the Gas Quality Specifications or any applicable Gas quality standards;
 - (b) without limiting clause 26(2)(a), WAGN considers as a reasonable and prudent person that accepting the Gas would be inconsistent with a heating value blending management plan under the Gas Standards Regulations, or otherwise will, or

might reasonably be expected to, cause the heating value of the Gas in any part of the WAGN GDS to depart from any requirement in or under the Gas Standards Regulations;

- (c) WAGN considers as a reasonable and prudent person that it would be unsafe or may give rise to an unsafe situation for the operation of the WAGN GDS to accept the quantity of Gas delivered to the Receipt Point by the Related Shipper;
- (d) WAGN considers as a reasonable and prudent person that it would, or might reasonably be expected to, be or cause a breach of any Law to accept the Gas;
- (e) WAGN is relieved from doing so under clause 86 (Force Majeure);
- (f) acceptance of the Gas by WAGN would cause the WAGN GDS to exceed its maximum allowable operating pressure;
- (g) WAGN is permitted to do so by this Haulage Contract; or
- (h) <USER> is in breach of this Haulage Contract.

Duration

27. This Haulage Contract:

- (a) starts at 8:00 am on the date it is executed by both Parties (“**Commencement Date**”); and
- (b) subject to clause 31, ends on the earlier of:
 - (i) when <USER> is no longer entitled to take delivery of Gas at any Delivery Point; or
 - (ii) when it is terminated under clause 94.

28. <USER> may take delivery of Gas at a Delivery Point under clause 25 from 8:00 am on the Start Date until 8:00 am on the End Date.

29. The Start Date for a Delivery Point is the date specified in the WAGN Register as the Start Date for that Delivery Point.

30. The End Date for a Delivery Point is:

- (a) for a Delivery Point to which Service A1, Service A2 or Service B1 applies (other than Delivery Points to which clause 30(b) applies) – the date specified in the WAGN Register as the End Date for the Delivery Point; and
- (b) if the Delivery Point is a Delivery Point to which Service B1, Service B2 or Service B3 applies and in respect of which the

End User supplied with Gas by <USER> at the relevant Delivery Point is supplied under an 'approved contract' (as defined in the *Energy Coordination (Gas Tariffs) Regulations 2000* (WA)), the earlier of:

- (i) the date (if any) specified in the WAGN Register as the End Date for that Delivery Point (if agreed);
- (ii) the date on which <USER> is no longer the Current User for the Delivery Point; or
- (iii) the date on which WAGN discontinues the supply of Gas at the Delivery Point under a Deregistration Service or otherwise.

31. If it is specified in the WAGN Register that this clause 31 applies to a Delivery Point, subject to clause 46 of Part A of the Access Arrangement, then <USER> may, for a Delivery Point to which this clause applies, elect to extend the End Date for that Delivery Point by giving WAGN a written notice to that effect and specifying the new End Date which is to apply, provided that:

- (a) <USER> is not in default under this Haulage Contract;
- (b) the new End Date must not be more than 12 months after the End Date then specified in the WAGN Register for that Delivery Point;
- (c) <USER> must give notice to WAGN at least 1 month before the date then specified in the WAGN Register as the End Date; and
- (d) <USER> may exercise the option under this clause 31 in respect of a Delivery Point on no more than the number of occasions specified in the WAGN Register.

Receipt Points and Delivery Points

32. WAGN must establish and maintain the WAGN Register which records:

- (a) the Delivery Points at which <USER> may take delivery of Gas; and
- (b) for each Delivery Point, one or more Receipt Points at which a Related Shipper may from time to time deliver Gas into the Sub-network for transportation to the Delivery Point.

33. (1) For each Delivery Point identified in the WAGN Register, the WAGN Register must specify whether Service A1, Service A2, Service B1, Service B2 or Service B3 applies.

(2) For each Delivery Point to which Service A1 applies, the WAGN Register must specify the following information:

- (a) the MIRN;
 - (b) the Receipt Point or Receipt Points at which a Related Shipper may from time to time deliver Gas into the Sub-network for transportation to the Delivery Point;
 - (c) the Interconnection Distance for the Delivery Point;
 - (d) the pressure which is the Nominal Delivery Pressure for the Delivery Point as determined under clause 3(1) of Schedule 1;
 - (e) the rate which is the Contracted Peak Rate for the Delivery Point;
 - (f) the date which is the Start Date for the Delivery Point;
 - (g) the date which is the End Date for the Delivery Point;
 - (h) a description of the User Specific Delivery Facilities for the Delivery Point;
 - (i) the value of the User Specific Delivery Facilities for the Delivery Point;
 - (j) the period (expressed in years) over which the cost of the User Specific Delivery Facilities for the Delivery Point is to be amortised for the purpose of calculating the annual User specific Charge for the Delivery Point;
 - (k) the amount of the annual User specific Charge for the User Specific Delivery Facilities for the Delivery Point; and
 - (l) if the applicable Tariff is not a Reference Tariff, the amount of the applicable Tariff.
- (3) For each Delivery Point to which Service A2 or Service B1 applies, the WAGN Register must specify the following information:
- (a) the MIRN;
 - (b) the Receipt Point or Receipt Points at which a Related Shipper may from time to time deliver Gas into the Sub-network for transportation to the Delivery Point;
 - (c) the pressure which is the Nominal Delivery Pressure for the Delivery Point as determined under clause 3(1) of Schedule 2 (for Service A2) and clause 3(1) of Schedule 3 (for Service B1);
 - (d) the date which is the Start Date for the Delivery Point;
 - (e) the date which is the End Date for the Delivery Point;

- (f) a description of the User Specific Delivery Facilities for the Delivery Point;
 - (g) the value of the User Specific Delivery Facilities for the Delivery Point;
 - (h) the period (expressed in years) over which the cost of the User Specific Delivery Facilities for the Delivery Point is to be amortised for the purpose of calculating the annual User specific Charge for the Delivery Point;
 - (i) the amount of the annual User specific Charge for the User Specific Delivery Facilities for the Delivery Point; and
 - (j) if the applicable Tariff is not a Reference Tariff, the amount of the applicable Tariff.
- (4) For each Delivery Point to which Service B2 or Service B3 applies, the WAGN Register must specify the following information:
- (a) the MIRN;
 - (b) the Receipt Point or Receipt Points at which a Related Shipper may from time to time deliver Gas into the Sub-network for transportation to the Delivery Point;
 - (c) a description of the Meter for the Delivery Point;
 - (d) the pressure which is the Nominal Delivery Pressure for the Delivery Point as determined under clause 5 of Schedule 4;
 - (e) the date which is the Start Date for the Delivery Point;
 - (f) the date which is the End Date for the Delivery Point (if agreed); and
 - (g) if the applicable Tariff is not a Reference Tariff, the amount of the applicable Tariff.
- (5) In paragraphs 33(2)(b), 33(3)(b) and 33(4)(b), "the Sub-network" means the Sub-network which the relevant Delivery Point is on.
34. Subject to clause 35, <USER> may request WAGN to:
- (a) add a new Delivery Point to the WAGN Register;
 - (b) increase the Contracted Peak Rate for a Delivery Point identified in the WAGN Register as a Delivery Point to which Service A1, Service A2 or Service B1 applies; or

- (c) change the End Date for a Delivery Point added pursuant to this clause 34 to a date which is later than the End Date specified in the WAGN Register for that Delivery Point,

and if WAGN agrees, WAGN must make appropriate adjustments to the WAGN Register.

35. A request under clause 34 is subject to:

- (a) the Queuing Policy;
- (b) the Applications Procedure; and
- (c) <USER> being the Current User for the Delivery Point at the time WAGN makes the appropriate adjustments to the WAGN Register in response to <User's> request under clause 34.

36. If on the End Date for a Delivery Point no other User is identified as the Current User for the Delivery Point under the Retail Market Rules, then <USER> must request a Deregistration Service from WAGN. Until such time as the Delivery Point is Deregistered, <USER> must pay all Charges payable under this Haulage Contract in respect of the Delivery Point. Charges for the Delivery Point will be calculated as though the End Date for the Delivery Point under this Haulage Contract does not occur until the date that the Delivery Point is Deregistered.

37. Subject to clause 38, if <USER>:

- (a) in accordance with the Access Arrangement or the Queuing Policy; and
- (b) during the term of this Haulage Contract,

acquires a Replacement Service at a Delivery Point at which it already acquires a Current Service under this Haulage Contract, then WAGN must agree to a request from <USER> to remove the Delivery Point from this Haulage Contract for the Current Service.

38. Clause 37 applies only if the provision of the Replacement Service at the Delivery Point, compared with the provision of the Current Service, will not place WAGN in a less advantageous financial position over the life of this Haulage Contract.

39. (1) There is one Receipt Point for each Interconnected Pipeline for each Sub-network, regardless of how many Physical Gate Points are used to make the interconnection between the Interconnected Pipeline and the Sub-network.

(2) If there is more than one Physical Gate Point for an Interconnected Pipeline for a Sub-network, then:

- (a) Gas flows at the several Physical Gate Points are to be treated as aggregated into the single Receipt Point; and
 - (b) <USER>'s right to deliver Gas, WAGN's obligation to receive Gas, and any curtailment or refusal to accept Gas is taken to occur at the Receipt Point and not at any of the Physical Gate Points; and
 - (c) it is not WAGN's responsibility to manage how Gas deemed to be delivered at a Receipt Point is apportioned between, or physically transported to, Physical Gate Points.
- (3) If there is only one Physical Gate Point for an Interconnected Pipeline for a Sub-network then the Receipt Point is deemed to be located at that Physical Gate Point.

Re-allocation of Services

40. (1) If <USER> has a Current Service at a Delivery Point, WAGN may at any time where permitted by clause 40(2), by written notice to <USER>, vary this Haulage Contract to allocate a Replacement Service at that Delivery Point.
- (2) WAGN may only allocate a Replacement Service under clause 40(1) if either:
- (a) it anticipates as a reasonable and prudent person (having regard to information provided by <USER> under clause 40(4), if any) that the quantity of Gas to be delivered to <USER> in the coming Year would fall within the requirements for a Reference Service other than the Reference Service from which the Current Service is derived (being the requirements set out in clauses 12(a), 13(a), 14(a), 15(b) or 16(b) of Part A of the Access Arrangement, as applicable); or
 - (b) clause 13(b) of Part A of the Access Arrangement applies and the Current Service is not already Service A1 or Service A2.
- (3) The Replacement Service that WAGN allocates under clause 40(1) must derive from the Reference Service within the requirements for which WAGN anticipates under clause 40(2)(a) that the quantity of Gas to be delivered to <USER> in the coming Year would fall.
- (4) Before giving a notice under clause 40(1), WAGN must give <USER> at least 10 Business Days' advance warning that it proposes to give the notice, and <USER> may provide information to WAGN regarding why the notice should not be given.
- (5) A notice under clause 40(1) takes effect as a variation to this Haulage Contract, changing the Current Service at the Delivery Point to the Replacement Service, with effect from the start of the Gas Day which is 20 Business Days after the date of the notice.

Interconnection Contracts

41. If, at any time, a Physical Gate Point associated with a Receipt Point is not, or ceases to be, the subject of current Interconnection Arrangements (“**Interconnection Event**”), then:
- (a) as soon as reasonably practicable after <USER> has been notified of the Interconnection Event, acting as a reasonable and prudent person:
 - (i) <USER> must not deliver Gas into the WAGN GDS at the Receipt Point; and
 - (ii) <USER> must not take delivery of Gas at a Delivery Point under this Haulage Contract if it includes the Receipt Point; and
 - (b) acting as a reasonable and prudent person:
 - (i) WAGN may refuse to accept any quantity of Gas at the Receipt Point; and
 - (ii) WAGN may wholly or partly curtail the quantity or pressure of Gas deliveries to <USER> at a Delivery Point under this Haulage Contract if it includes the Receipt Point.
42. To the extent that a contract exists in respect of the Interconnection Arrangements at a Physical Gate Point associated with a Receipt Point specified in the WAGN Register, if the contract:
- (a) is terminated or breached as a result of the negligence or default of WAGN then, except to the extent that WAGN is excused by another provision of this Haulage Contract, WAGN is liable to <USER> for any Direct Damage suffered by <USER> as a result of an interruption or curtailment of Gas delivery under clause 41(b);
 - (b) is terminated or breached other than as a result of the negligence or default of WAGN, then WAGN may interrupt or curtail Gas delivery under clause 41(b) without incurring liability to <USER>; and
 - (c) requires WAGN to comply with Gas Quality Specifications, <USER> agrees to be bound by those Gas Quality Specifications.
43. Subject to WAGN acting as a prudent network operator, to the extent that WAGN is liable for a penalty or charge under a contract which exists in respect of Interconnection Arrangements because of the actions of <USER> under this Haulage Contract, <USER> must, if requested by WAGN, pay to WAGN an amount equal to the penalty or charge incurred by WAGN under the contract.

44. Subject to clause 45, WAGN may disclose to an operator of an Interconnected Pipeline information which WAGN reasonably determines, as a prudent network operator, to be the minimum amount of information required to be disclosed for operational reasons relating to the interconnection of that, or any other, Interconnected Pipeline with the WAGN GDS.
45. WAGN must use reasonable endeavours as a prudent network operator to present any information disclosed to the operator of an Interconnected Pipeline under clause 44 in a form which does not identify details about individual Users.

System Pressure Service

46. If WAGN provides a System Pressure Service to <USER> under this Haulage Contract, <USER> must pay WAGN the “**System Pressure Charge**” which is an amount which reflects the costs to WAGN of providing the System Pressure Service, which may consist of capital costs and Non-Capital Costs, and includes WAGN’s administration costs incurred in relation to the System Pressure Service.

Contracted Peak Rate

47. The Contracted Peak Rate for:
- (a) Service A1 and Service A2 at a Delivery Point is the Contracted Peak Rate set out in the WAGN Register for the Delivery Point;
 - (b) Service B1 at a Delivery Point is the highest flow rate at which Gas can be delivered by WAGN at the Delivery Point using the User Specific Delivery Facilities at the Delivery Point;
 - (c) Service B2 at a Delivery Point is the lesser of:
 - (i) the highest flow rate at which Gas can be delivered by WAGN at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and
 - (ii) 12 m³/h; and
 - (d) Service B3 at a Delivery Point is the lesser of:
 - (i) the highest flow rate at which Gas can be delivered by WAGN at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and
 - (ii) 6 m³/h.

User Specific Delivery Facilities

48. WAGN owns and must operate and maintain, and may from time to time modify, User Specific Delivery Facilities.

49. <USER> must use reasonable endeavours to cooperate with WAGN in installing, operating, maintaining and modifying User Specific Delivery Facilities including, without limitation, providing or procuring access to all land to which access is required for any one or all of those purposes.
50. Nothing in clause 49 limits WAGN's powers under the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA).

Title to Gas

51. (1) WAGN has title to and possession of all Gas in the WAGN GDS.
- (2) <USER> indemnifies WAGN against any claim brought against WAGN in respect of any Gas delivered into the WAGN GDS under this Haulage Contract:
- (a) claiming any interest in, or making any claim of any nature over, the Gas; or
- (b) in respect of any unpaid charges, royalties or Taxes in respect of or in connection with the Gas or the production of the Gas incurred by any person (including <USER> and a Related Shipper) before or arising out of the delivery of the Gas to WAGN.

Only <USER> may take delivery, title and possession of Gas from WAGN

52. (1) All Gas delivered under this Haulage Contract by WAGN at a Delivery Point must be received by <USER> only.
- (2) To the extent that there has been a transfer of title to WAGN at the Receipt Point, the delivery by WAGN to <USER> at a Delivery Point is a transfer of title to and possession of the Gas from WAGN to <USER>, effective at the Delivery Point at the time of the delivery, and is free and clear of all claims of any nature.
- (3) <USER> may agree with any other person to transfer to the person title to and possession of Gas delivered by WAGN to <USER> at the Delivery Point at any time after <USER> receives title and possession from WAGN.

<USER>'s entitlement to receive Gas is contractual

53. <USER>'s entitlement to receive Gas under this Haulage Contract is a contractual entitlement and not a proprietary entitlement.

Change in title not to trigger a GST event

54. A transfer of Gas title is not intended to trigger a liability for GST.

Gas quality

55. Gas entering and being transported through the WAGN GDS must at all times comply with the Gas Quality Specifications.
56. WAGN must use reasonable endeavours to deliver Gas to <USER> at a Delivery Point at the Nominal Delivery Pressure for the Delivery Point.

Gas balancing

57.
 - (1) For each day, <USER> must ensure that it procures the injection of an amount of Gas into each Sub-network that is equal to the <USER>'s good faith estimate, acting as a reasonable and prudent person, of the quantity of Gas that <USER> is likely to withdraw from the Sub-network on the day.
 - (2) WAGN may do all reasonable things to maintain a balance between total energy content of Gas inputs to, and total energy content of Gas outputs from, a Sub-network.
 - (3) <USER> acknowledges and agrees that:
 - (a) WAGN does not control whether and how Gas is delivered into the WAGN GDS at a Receipt Point by the operator of an Interconnected Pipeline; and
 - (b) nothing in this Haulage Contract or otherwise (including any action taken or not taken by WAGN under a provision such as clause 57(2) in any contract) makes WAGN liable to <USER> in respect of any loss, damage or other consequence suffered by <USER> in connection with:
 - (i) a failure by the operator of an Interconnected Pipeline to deliver Gas into the WAGN GDS at a Receipt Point; or
 - (ii) a breach by any person of a provision such as clause 57(1).
58.
 - (1) <USER> must ensure that its, and its Related Shippers' or related swing service providers' (as applicable), conduct (including conduct within a particular day) does not:
 - (a) jeopardise Gas injections into the Sub-network in such a way that the Sub-network's system pressure is threatened; or
 - (b) impede WAGN's ability to ensure that the system pressure in a Sub-network is maintained; or
 - (c) cause any User or other person to suffer loss or damage of a kind referred to in clause 58(3).

- (2) Without limiting this clause 58, <USER> must ensure that its intra-day Gas flows do not:
- (a) jeopardise the operation of the Sub-network; or
 - (b) cause the obligation to keep the Sub-network pressurised to fall disproportionately on other parties; or
 - (c) cause any User or other person to suffer loss or damage of a kind referred to in clause 58(3).
- (3) If and for so long as any User ("**Non-Firm User**") is bound to comply with an approved System Pressure Protection Plan which, to any extent, uses any option other than Option 1 in clause 29(a) of Part A of the Access Arrangement, <USER> agrees to release WAGN from any liability (however arising including by negligence) to <USER> in respect of any loss or damage suffered by <USER> (including loss or damage in connection with any claim against <USER> by any Downstream Person of <USER>) arising directly or indirectly in connection with any curtailment, interruption, restriction or cessation of Gas deliveries into the GDS by or on behalf of the Non-Firm User (including by a related shipper of the Non-Firm User) at a Receipt Point.
- (4) Nothing in this clause 58 limits clause 64(4).

Unaccounted for Gas

59. WAGN will replace Gas which is lost while in its control or possession.

Commingling permitted

60. WAGN may:

- (a) commingle with other Gas in the WAGN GDS any Gas delivered into the WAGN GDS; and
- (b) deliver Gas out of the WAGN GDS in a commingled state,

where and when it considers it necessary or convenient to do so.

Gas losses and Gas consumed by WAGN

61. Without limiting clause 60, WAGN may commingle with other Gas in the WAGN GDS any Gas purchased by WAGN to replace:

- (a) Gas used by WAGN in its operation of the WAGN GDS; or
- (b) Gas lost from the WAGN GDS or otherwise unaccounted for.

Emergencies

62. (1) Without limiting any other power under the Code, the Access Arrangement, this Haulage Contract or any Law, and despite any other provision of the Code, the Access Arrangement or this Haulage Contract, WAGN may in an Emergency without notice to any other persons do all things which it considers necessary to prevent injury, death, loss or damage to persons or property and to render the situation safe, including without limitation entering onto any land or premises, stopping, disconnecting or reducing any Gas flow, curtailing any delivery of Gas, refusing to accept any Gas into the WAGN GDS and giving any reasonable instructions to <USER>.
- (2) WAGN must as soon as practicable after determining that an Emergency exists give written notice of the Emergency to <USER> if <USER> is affected either by the Emergency or by WAGN's actions in dealing with the Emergency, however a failure to give such written notice does not limit WAGN's powers under clause 62(1).
- (3) WAGN must, as soon as practicable after the Emergency has been dealt with, remove itself and any person, machinery, equipment or thing under its control from any land or premises onto which it entered under clause 62(1), except to the extent that the person, machinery, equipment or thing is required to continue dealing with the Emergency or to prevent its recurrence or to comply with any obligation imposed on WAGN by any Law.
- (4) <USER> must comply with any reasonable instruction (including without limitation any instruction concerning the management of <USER>'s or its Gas customers' Gas demand and any instruction directed to preservation or restoration of Capacity of the WAGN GDS) given to it by WAGN during, and related to, an Emergency, and <USER> is liable to WAGN for any injury, death, loss or damage suffered by reason of <USER>'s failure to comply with such an instruction.

CURTAILMENT

WAGN to minimise curtailment

63. WAGN will in its operation and maintenance of the WAGN GDS use reasonable endeavours to minimise the mWAGNitude and duration of any curtailment of Gas deliveries to <USER>, except where the curtailment is attributable to the default of <USER>.

Curtailment

64. (1) Subject to and in accordance with any other rights and remedies that may be available to it under any Law or this Haulage Contract or otherwise (without limiting any such rights and remedies), WAGN may

wholly or partly curtail the quantity or pressure of Gas deliveries to <USER> at a Delivery Point if:

- (a) one or more of the following <USER>-related issues occur:
 - (i) <USER> exceeds its Contracted Peak Rate at the Delivery Point;
 - (ii) WAGN considers as a reasonable and prudent person that it would, or might reasonably be expected to, be or cause a breach of any Law to deliver the Gas;
 - (iii) its Related Shippers are not entitled to have delivered, or fail to have delivered, an equivalent quantity of Gas at one or more Receipt Points on the same Sub-network as the Delivery Point;
 - (iv) <USER> is in default under this Haulage Contract;
 - (v) WAGN has refused to accept Gas from the relevant Interconnected Pipeline due to the Gas not complying with the Gas Quality Specifications or any applicable Gas quality standards;
 - (vi) in WAGN's opinion formed as a reasonable and prudent person, <USER> is in breach of the representation and warranty set out in clauses 118(a) and 118(b);
 - (vii) the operator of an Interconnected Pipeline, in respect of a particular day:
 - A. has curtailed or interrupted, or has given notice that it intends to curtail or interrupt, the entitlement of a Related Shipper to receive Gas at a Receipt Point for the Sub-network in which the Delivery Point is located; or
 - B. has refused, or has given written notice that it intends to refuse, to deliver Gas to a Related Shipper at a Receipt Point for the Sub-network in which the Delivery Point is located,and the Related Shipper is, or is likely to be, named in the User's allocation instruction under the Retail Market Rules for the day; and
 - (viii) a Physical Gate Point associated with a Receipt Point is not, or ceases to be, the subject of current Interconnection Arrangements;
- (b) one or more of the following WAGN GDS issues occur:

- (i) the level of Capacity falls or remains below that necessary to meet all Users' requirements;
 - (ii) an Emergency or WAGN experiences an event of Force Majeure; and
 - (iii) WAGN undertakes any Extension or Expansion under clause 66;
- (c) one or more of the following safety issues occur:
- (i) WAGN considers as a reasonable and prudent person that it would be unsafe or may give rise to an unsafe situation (whether for the operation of the WAGN GDS or in respect of anything downstream of the Delivery Point) to deliver Gas to <USER> at the Delivery Point; or
 - (ii) without limiting clause 64(1)(a)(ii) or clause 64(1)(c)(i), WAGN considers as a reasonable and prudent person that there is or is a reasonable prospect of any non-compliance with the *Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 (WA)* downstream of the Delivery Point by any person; and
- (d) any other circumstance arises under which curtailment is permitted by this Haulage Contract.
- (2) If WAGN can choose which Delivery Points it will curtail, or the order in which it can curtail Delivery Points, then such decisions will be made by WAGN in its discretion having regard to the relevant circumstances. Where the conduct of one or more Users (“**Causing Users**”) has made a curtailment necessary (including due to a User-related issue under clause 64(1)(a)), it may not always be practicable for WAGN to only, or firstly, curtail the Causing Users, and WAGN may instead curtail <USER> and one or more other Users.
- (3) WAGN will where practicable use reasonable endeavours to provide <USER> with a reasonable advance warning of the mWAGNitude, starting time and expected duration of an impending curtailment of Gas deliveries to <USER> and the reasons for the curtailment.
- (4) Without limiting clause 58, despite WAGN's right to curtail delivery of Gas to <USER> under clause 64(1) and to curtail delivery of Gas to other Users under similar clauses:
- (a) WAGN does not undertake to ensure that each Gas Day the amount of Gas injected by <USER> into a Sub-network is equal to the amount of Gas that <USER> withdraws from the Sub-network on the Gas Day, and <USER> acknowledges that responsibility for balancing the Gas it injects into a Sub-

network on a Gas Day with the quantity of Gas it withdraws from the Sub-network on a Gas Day rests solely with <USER>; and

- (b) WAGN has no obligation to wholly or partly curtail the amount or pressure of Gas deliveries to <USER> for the purpose of avoiding excessive swing service on a Sub-network on a Gas Day.

Curtailment procedures

- 65. WAGN may effect a curtailment of Gas deliveries to <USER> in accordance with “WestNet Energy's Procedure for Curtailment DD-P-22161”, as amended by WAGN from time to time, which provides among other things that load curtailment will typically be carried out in order of decreasing size of load with domestic customers being the last to be curtailed.

Curtailment for system reinforcement

- 66. WAGN may:
 - (a) at any time by arrangement with <USER>; or
 - (b) at any time at least 30 days after giving <USER> written notice,

wholly or partially curtail Gas deliveries to <USER> to the extent reasonably necessary to permit WAGN to undertake any Extension or Expansion or any maintenance of the WAGN GDS.

METERING

Meter readings

- 67. A Meter reading to calculate and record the quantity of Gas delivered to <USER> at a Delivery Point taken at any time in a Gas Day is deemed to be a Meter reading of the Delivery Point at the start of the Gas Day.
- 68. Clause 67 does not apply to a Meter which is read daily by means of Telemetry.

Provision of data

- 69. WAGN must provide metering data to <USER>.

Metering uncertainty

- 70. User Specific Delivery Facilities and Standard Delivery Facilities at a Delivery Point will be designed, adjusted, operated and maintained so as to achieve the best accuracy of measurement which is, having regard to:
 - (a) the nature and duration of the period during which <USER> is entitled to take delivery of Gas at the Delivery Point; and

- (b) the mWAGNitude of <USER>'s Contracted Peak Rate at the Delivery Point,

technically and economically feasible consistent with the standard of a prudent Service Provider acting efficiently, in accordance with accepted good industry practice, and to achieve the lowest sustainable cost of delivering the Services.

- 71. Unless a Meter is shown to be inaccurate, readings from the Meter are by this clause 71 deemed to be accurate.
- 72. For the purposes of clauses 70 to 75, a Meter is **"Inaccurate"** if in the opinion of WAGN, having regard to accepted good industry practice, the Meter:
 - (a) is not registering the quantity of Gas supplied; or
 - (b) is not registering the quantity of Gas supplied with appropriate accuracy, or otherwise is not in proper order, having regard to:
 - (i) the nature and duration of contracted deliveries at the Delivery Point; and
 - (ii) the mWAGNitude of <USER>'s Contracted Peak Rate at the Delivery Point.
- 73. If a Meter is shown to be, or to have been, Inaccurate:
 - (a) WAGN must determine or estimate the period for which the Meter was Inaccurate; and
 - (b) the quantity of Gas supplied to <USER> during the period for which the Meter was Inaccurate is by this clause 73 deemed to be an amount that:
 - (i) where practicable, is calculated by WAGN by reference to the results obtained from a test of the Meter; or
 - (ii) otherwise, is estimated by WAGN in accordance with the estimation methodology in the Retail Market Rules.
- 74. WAGN may use an estimate under clause 73(b) for all purposes under this Haulage Contract including invoicing, however WAGN is not required to make any adjustments under or in connection with this Haulage Contract including for the purpose of invoicing, for any Metering Inaccuracy that occurred more than 425 days before the date of adjustment.
- 75. Clauses 70 to 74 also apply, with appropriate amendments, in circumstances where, whether or not a Meter has been shown to be Inaccurate:
 - (a) by agreement between WAGN and <USER> or for any other reason, a Meter has not been read;
 - (b) a Meter is shown to have been read incorrectly; or

- (c) subject to clause 76 and any relevant Laws, a correction or calculation is shown to have been made incorrectly.

{Note: Relevant corrections or calculations include those referred to in clause 73.}

Use of Gas quality data from other locations

- 76. WAGN may calculate energy flow rates for, and quantities of gas delivered to, a Delivery Point by using information (derived using suitable instrumentation such as a Gas chromatograph) from one or more other locations that it reasonably deems representative of the quality of Gas delivered at the Delivery Point, including information provided to it by the operator of an Interconnected Pipeline, and in the absence of manifest error the rates and quantities so calculated bind both Parties.

Management of heating values

- 77. For each Interconnected Pipeline from which <USER> procures the delivery of Gas at a Receipt Point:

- (a) <USER> must ensure that the delivery is managed in accordance with the Retail Market Rules and all Laws including:

- (i) the *Gas Standards (Gas Supply and System Safety) Regulations 2000* (WA); and
- (ii) any relevant management plans in respect of heating values;

and

- (b) without limiting clause 77(a), <USER> must procure that:

- (i) if the operator of the Interconnected Pipeline uses flow control — the operator controls the flow or procures the flow to be controlled; and
- (ii) if the operator of the Interconnected Pipeline uses pressure control — the operator controls the pressure or procures the pressure to be controlled,

in accordance with any relevant management plans with respect to heating values.

- 78. WAGN may do all things necessary to implement and comply with any relevant management plans with respect to heating values including by complying with any obligations WAGN may have at Law or otherwise in connection with another person's management plan with respect to heating values.

INVOICING AND PAYMENT

Invoicing

79. (1) WAGN will invoice <USER> on approximately the first and eleventh Business Days of each month, in arrears, with each invoice reflecting all Meter readings taken during the Invoicing Period.
- (2) Each invoice will show:
- (a) all Charges payable under this Haulage Contract for the Invoicing Period in respect of each Delivery Point;
 - (b) a summary of any metering information used to calculate the Charges referred to in clause 79(2)(a);
 - (c) any applicable System Pressure Charge;
 - (d) any amount payable by <USER> determined under clause 92;
 - (e) all other amounts (if any) which are payable in arrears or credited or debited for the Invoicing Period under this Haulage Contract;
 - (f) any outstanding amounts from previous Invoicing Periods and the interest payable on those amounts, and any outstanding credits carried forward under clause 79(3); and
 - (g) such other information as the Parties may agree.
- (3) If the sum of all credits shown on an invoice exceeds the sum of all amounts shown as payable on the invoice, then no amount is payable in respect of that Invoicing Period, and (subject to clause 79(4)) any residual credits are carried forward without interest to the next Invoicing Period, and so on.
- (4) Any credit or debit which remains or accrues to <USER>'s account after the last invoice has been issued at the end of this Haulage Contract is to be dealt with by an appropriate payment from one Party to the other.

Payment within 10 Business Days

80. (1) Subject to clauses 80(3) and 80(4), <USER> must, within 10 Business Days of receiving an invoice, pay to WAGN in the manner shown on the invoice the net amount shown on the invoice as payable under this Haulage Contract.
- (2) If <USER> fails to comply with clause 80(1) then, without prejudice to WAGN's other rights, <USER> must, if requested by WAGN, pay interest on any unpaid amount, calculated daily at the Prescribed

Interest Rate, from 10 Business Days after receiving the invoice until payment.

- (3) <USER> must reconcile the invoice on a line item basis.
- (4) Payment must be by electronic funds transfer and must match the sum of the reconciled (that is, non-disputed) line item charges in aggregate or WAGN may reject the payment in which case <USER> is to be regarded as not having complied with clause 80(1).

Disputed invoices

81. (1) If <USER> disputes any amount set out in an invoice as payable, then <USER> must under clause 80(1), pay the undisputed portion (if any) and one half of the disputed portion of the amount shown on the invoice, and must, within 10 Business Days after receiving the invoice, give written notice to WAGN that it disputes the amount and provide in that written notice full details of the dispute.
- (2) Any amount withheld by <USER> under this clause 81 but subsequently found to have been payable may, without prejudice to WAGN's other rights, at WAGN's option, attract interest calculated daily at the Prescribed Interest Rate from 10 Business Days after receiving the invoice until payment.
- (3) Any amount paid by <USER> under this clause 81 but subsequently found not to have been payable may, without prejudice to <USER>'s other rights, at <USER>'s option, attract interest calculated daily at the Prescribed Interest Rate from the date <USER> paid the amount until the date WAGN repays the amount to <USER>.

Correction of payment errors

82. (1) If a Party detects any underpayment or overpayment by a Party of any amount, the detecting Party must give written notice to the other Party of the underpayment or overpayment, and an adjusting payment is to be made by the appropriate Party within 10 Business Days after receiving that written notice.
- (2) If a Party fails to make an adjusting payment in accordance with clause 82(1) then, without prejudice to the other Party's other rights, the Party required to make the adjusting payment must pay interest on any unpaid amount, calculated daily at the Prescribed Interest Rate, from 10 Business Days after receiving the written notice until payment.

Pricing if agreement continues beyond end of Current Access Arrangement Period

83. (1) This clause applies to determine the prices payable under this Haulage Contract if the duration of this Haulage Contract continues beyond the end of the Current Access Arrangement Period.

- (2) If:
- (a) an Access Arrangement (“**Revised Access Arrangement**”) is approved in respect of the Access Arrangement Period (“**New Access Arrangement Period**”) which immediately follows the Current Access Arrangement Period, containing a Reference Service (“**Equivalent Reference Service**”) which is materially the same as a Current Service contained in this Haulage Contract – then for so much of the remaining duration of the Haulage Contract which falls within the New Access Arrangement Period, <USER>’s obligation under this Haulage Contract to pay the Tariff for the Current Service is to be read as an obligation to pay the Reference Tariff (including, if the new Reference Service contains a demand component, an Overrun Charge for an Overrun Service on terms equivalent to those contained in Schedule 1) approved and adjusted from time to time under the Revised Access Arrangement in respect of the Equivalent Reference Service;
 - (b) a Revised Access Arrangement is approved in respect of the New Access Arrangement Period but does not contain an Equivalent Reference Service – then for so much of the remaining duration of this Haulage Contract which falls within the New Access Arrangement Period, <USER>’s obligation under this Haulage Contract to pay the Tariff for the Current Service is to be read as an obligation to pay the Tariff (including, if the new Reference Service contains a demand component, an Overrun Charge for an Overrun Service on terms equivalent to those contained in Schedule 1) as determined for the last Year of the Current Access Arrangement Period, increased annually at “**CPI-x**” with the value of “**x**” being that specified (if applicable) in the Revised Access Arrangement for the relevant Year of the New Access Arrangement Period or (otherwise) specified in clause 6 of Part B of the Access Arrangement for the last Year of the Current Access Arrangement Period; or
 - (c) for any reason (including the repeal or amendment of the Act) there is no New Access Arrangement Period or no Revised Access Arrangement is approved – then for the remaining duration of this Haulage Contract after the end of the Current Access Arrangement Period <USER>’s obligation under this Haulage Contract to pay the Tariff for the Current Service is to be read as an obligation to pay the Tariff (including, if the new Reference Service contains a demand component, an Overrun Charge for an Overrun Service on terms equivalent to those contained in Schedule 1) as determined for the last Year of the Current Access Arrangement Period, increased annually at “**CPI-x**” with the value of “**x**” being that specified in clause 7

of Part B of the Access Arrangement for the last Year of the Current Access Arrangement Period.

- (3) This clause 83 applies, with appropriate modifications, in respect of the end of the New Access Arrangement Period and the end of each successive Access Arrangement Period thereafter for the duration of this Haulage Contract.
- (4) For the purposes of clause 83(2), either Party may give written notice to the other Party contending that the Revised Access Arrangement does not contain an Equivalent Reference Service. If the Party which receives that notice does not agree in writing with that contention within 20 Business Days of receiving the contention, a dispute exists for the purposes of this Haulage Contract.
- (5) To avoid disruption to contracted Tariffs, WAGN will use reasonable endeavours to ensure that a Revised Access Arrangement contains a Service (with an associated Tariff) which is materially the same as the Current Service, but nothing in this clause 83(5) limits WAGN's right to create new Reference Services or to develop new Reference Tariff policies and structures.

Guaranteed Service Level payments

84. (1) If WAGN is required to pay a Small Use Customer in accordance with its Guaranteed Service Level (“GSL”) scheme for a failure by WAGN to satisfy a GSL, WAGN may notify <USER> that it wishes to make the payment of the required amount through <USER>, in which case:
- (a) WAGN must notify <USER> of the amount owing to the Small Use Customer;
 - (b) <USER> must pay that amount to the Small Use Customer or credit that amount to the Small Use Customer as soon as practicable, in accordance with <USER>'s Small Use Customer invoicing procedures; and
 - (c) subject to clause 84(3), WAGN must credit the amount actually paid to the Small Use Customer to the next invoice that it issues to <USER> under the Haulage Contract.
- (2) WAGN is not required to make a payment to a Small User Customer, <USER> or any other person as a result of failing to satisfy a GSL where WAGN's failure to satisfy the GSL was caused by an event or circumstance (including any delay by Dial Before You Dig WA Ltd ABN 92 095 617 066 or any other person) that was not within WAGN's control and which WAGN, acting as a reasonable and prudent person, was not able to prevent or overcome.
- (3) Without limiting clause 84(2), if:

- (a) <USER> receives notification of a matter and <USER> unreasonably delays in passing on that notification to WAGN; and
 - (b) but for clause 84(2), as a result of that delay, WAGN would be required to make a payment to a Small Use Customer as a result of failing to satisfy a GSL, then despite clause 84(2), WAGN may in its discretion choose to make the payment to the Small User Customer and <USER> must either:
 - (i) reimburse WAGN for the payment made to the Small Use Customer; or
 - (ii) if requested by WAGN, on its behalf, pay the appropriate payment to the Small Use Customer or credit that amount to the Small Use Customer's next bill, and WAGN is not required to reimburse or credit <USER> for that amount.
- (4) <USER> must notify WAGN where it is aware that WAGN is required to make a GSL payment to a Small Use Customer.
- (5) WAGN must notify <USER> where it makes a GSL payment directly to a Small Use Customer.

INFORMATION EXCHANGE

85. (1) Information provided to WAGN by <USER> or provided by WAGN to <USER> under this Haulage Contract must be provided in accordance with the format and procedure specified in the Retail Market Scheme for information to be provided under the Retail Market Rules (to the extent that it is applicable), including, without limiting the foregoing, by wherever possible providing information in electronic form, which means a structured electronic file that is capable of being downloaded and is in a format fit for purpose.
- (2) Where <USER> does not provide information to WAGN in accordance with clause 85(1), WAGN may recover from <USER> the reasonable additional costs involved in dealing with the information.

FORCE MAJEURE

86. (1) Subject to clause 86(2), a Party is excused from performance of, and is not liable for any failure in carrying out, any of its obligations under this Haulage Contract if it is prevented from doing so by Force Majeure.
- (2) Subject to clause 86(3), the occurrence of Force Majeure does not relieve <USER> of the obligation to pay any Charge or charges which are specified by this Haulage Contract, the Code or the Access Arrangement to be payable despite the operation on <USER> of Force Majeure.

- (3) To the extent that WAGN fails to provide a Service under this Haulage Contract and claims the benefit of Force Majeure in respect of that failure, <USER> is excused from the obligation to pay the Tariffs (including any standing charge or demand charge).
- (4) The inability to pay money, however caused, does not constitute Force Majeure.
- (5) If a Party claims the benefit of Force Majeure, it must:
 - (a) promptly give written notice to the other Party of the occurrence and circumstances in which the claim arises;
 - (b) use its best endeavours to remedy the consequences without delay; and
 - (c) resume full performance of its obligations under this Haulage Contract as soon as reasonably practicable.
- (6) Settlement of strikes, lock outs, stoppages and restraints of labour or other industrial disturbances are entirely within the discretion of the Party claiming the benefit of this clause 86 and the Party may refrain from settling industrial disturbances or may settle them on any terms it considers to be in its best interests.
- (7) If at any time during the duration of this Haulage Contract a Party is validly claiming, and has for a consecutive period of at least one Year validly claimed, the benefit under this clause 86 of Force Majeure in respect of a failure by the Party to substantially comply with its obligations under this Haulage Contract then either Party may in its sole discretion by written notice to the other Party terminate this Haulage Contract.

DEFAULT AND TERMINATION

Default by a Party

87. A Party is in default under this Haulage Contract in any one or more of the following circumstances:
- (a) if the Party makes default in the due and punctual payment, at the time and in the manner prescribed for payment by this Haulage Contract, of any amount payable under this Haulage Contract;
 - (b) if the Party makes default in the due and punctual performance or observance of any of the other covenants, agreements, conditions or other obligations contained, or implied by the operation of Law, in this Haulage Contract;
 - (c) if a receiver, receiver and manager, administrator, or controller is appointed over the Party or if a petition or application is

presented (and not withdrawn within 10 Business Days), or an order is made or a resolution is passed for the winding up or dissolution without winding up of the Party otherwise than for the purpose of reconstruction or amalgamation under a scheme to which the other Party has given consent;

- (d) if there is any adverse change in the business or financial condition of the Party or an event occurs which could, in the reasonable opinion of the other Party, materially affect the Party's ability to meet its obligations to the other Party under this Haulage Contract;
- (e) if the Party is found to be materially in breach of any warranty given to the other Party whether in this Haulage Contract, the Application, or any instrument relating to this Haulage Contract or the Application, or if any statement or representation made by the Party in any instrument described above, is found to be false or misleading in any material particular;
- (f) if the Party is in default under any other haulage contract between the Parties; or
- (g) in any other circumstance specified in this Haulage Contract.

Restructuring, sale or change of control of WAGN not a default

88. (1) For the avoidance of doubt and without imposing on WAGN any obligation that is not expressly imposed on WAGN by any other clause of this Haulage Contract, the following events do not constitute a default for the purposes of clause 87:

- (a) a restructuring or sale of WAGN that is conducted as part of, in preparation for or otherwise to facilitate:
 - (i) a restructure of all or part of the WAGN corporate group; or
 - (ii) the establishment of ring fencing procedures specified in or under section 4 of the Code;
 - (b) the assignment, sale or other transfer of all or part of WAGN's business or assets to one or more persons who are not Related Body Corporate's of WAGN; or
 - (c) a Change in Control of WAGN, or a Related Body Corporate of WAGN.
- (2) The term “**restructure**” in clause 88(1) includes:
- (a) the division of WAGN into two or more separate legal entities;

- (b) the assignment, sale or other transfer of all or part of WAGN's business or assets to one or more subsidiaries, or to a Related Body Corporate of WAGN, or to one or more of the DUET Entities.
- (3) For the avoidance of doubt, no paragraph of clause 88(1) limits or otherwise affects the interpretation of any other paragraph of clause 88(1).

Notice of default

89. If a Party is in default under this Haulage Contract, then the other Party may give written notice to the defaulting Party specifying the default.

When a Party may exercise remedy

90. A Party cannot terminate this Haulage Contract under clause 94:
- (a) for a default under clause 87(a) unless it has given a written notice under clause 89 of that default, and the default has not been remedied within 5 Business Days after the other Party receives that written notice; and
 - (b) for any other default under clause 87, unless it has given a written notice under clause 89 of that default, and the default has not been remedied within 15 Business Days after the other Party receives that written notice.

Curtailment for <USER>'s default

91. If <USER> is in default under this Haulage Contract, then WAGN may in its sole discretion wholly or partly curtail Gas deliveries to <USER> at a Delivery Point or reduce or suspend any Service to <USER> until such time as all defaults have been remedied.
92. If for part or all of a Gas Day ("**Curtailment Day**") WAGN wholly or partly curtails <USER> under clause 91, then <USER> must, if requested by WAGN, pay WAGN liquidated damages to be calculated:
- (a) by applying the Tariff for the Delivery Point under this Haulage Contract for the Gas Day to the energy quantity delivered to the Delivery Point on the first available 'Preferred Day', where the first available 'Preferred Day' is to be determined under sub-appendix 2.3 of the Retail Market Rules, substituting 'Curtailment Day' for 'Substitution Day', to determine the "**Preferred Day Charge**"; and
 - (b) by calculating the "**Actual Usage Charge**" by applying the Tariff for the Delivery Point under this Haulage Contract for the Gas Day to the energy quantity of Gas actually delivered on the Curtailment Day; and

(c) then subtracting the Actual Usage Charge from the Preferred Day Charge, and:

(i) if the result is positive, that amount is a “**Shortfall Amount**” and <USER> must pay the Shortfall Amount to WAGN as liquidated damages;

(ii) if the result is zero or negative, there is no Shortfall Amount and <USER> has no liability to WAGN for liquidated damages.

93. Nothing in clause 92 affects any liability <USER> has under this Haulage Contract or otherwise to WAGN in respect of any fixed or standing charges or the Actual Usage Charge for a Delivery Point.

Termination

94. Subject to clause 90, if a Party is in default under this Haulage Contract, then the other Party may in its sole discretion by written notice to the defaulting Party terminate this Haulage Contract.

Saving of other remedies

95. A Party’s rights under clause 94 and WAGN’s rights under clause 91 are in addition to any other rights and remedies available to the Party, whether under any Law, the Code, the Access Arrangement, this Haulage Contract or in contract, tort, equity or otherwise.

Effect of termination

96. (1) Termination of this Haulage Contract:

(a) does not prejudice the rights or remedies accrued to either Party at the date of termination; and

(b) subject to clause 96(2), relieves each Party of all further obligations under this Haulage Contract to the other Party.

(2) Termination of this Haulage Contract by a Party does not relieve the other Party of its obligations:

(a) to pay all amounts outstanding at the time of termination; and

(b) to pay all amounts which would have become payable under this Haulage Contract but for its termination.

Novation of contracts do not trigger default provisions

97. (1) This Haulage Contract may be novated with WAGN’s prior written consent, and such consent must not be unreasonably withheld. WAGN’s consent will not be unreasonably withheld if it is withheld on the ground that if the novation occurred, in WAGN’s opinion formed

acting as a reasonable and prudent person, there would be an increase in the commercial or technical risk to WAGN.

- (2) A novation of this Haulage Contract is not an event of default of this Haulage Contract for the purposes of clause 87 and does not give rise to the right to terminate this Haulage Contract if it is conducted in accordance with clause 97(1).
- (3) WAGN may charge a reasonable fee, in its absolute discretion, to cover WAGN's costs associated with assessing whether to grant its consent under clause 97(1).

No assignment except as provided for in Trading Policy

98. <USER> must not assign any right, interest or obligation under this Haulage Contract except in accordance with the Trading Policy.
99. WAGN must not assign any right, interest or obligation under this Haulage Contract except in accordance with clauses 100 and 99.
100. WAGN may, with the prior written consent of <USER>, transfer or assign all or part of its rights and obligations under this Haulage Contract in respect of all or any Delivery Points.
101. <USER> may:
 - (a) withhold its consent to a transfer or assignment under clause 100 only on reasonable commercial or technical grounds; or
 - (b) give its consent to a transfer or assignment under clause 100 subject to conditions only if they are reasonable on commercial or technical grounds.

LIABILITY OF PARTIES

Liability for negligence and default limited to Direct Damage

102. (1) If a Party:
 - (a) is negligent in any matter relating to or arising out of this Haulage Contract; or
 - (b) defaults in respect of its obligations to the other Party under this Haulage Contract, (subject to clause 102(2)),

then the Party is liable to the other Party (including its directors, servants, consultants, independent contractors and agents) for, and indemnifies the other Party (including its directors, servants, consultants, independent contractors and agents) against, any Direct Damage to the other Party caused by or arising out of the negligence or default.

- (2) WAGN is not liable to <USER> for Direct Damage or Indirect Damage caused by or arising out of any curtailment of Gas deliveries to <USER>, or any non-delivery of Gas into the WAGN GDS, where that curtailment or non-delivery is undertaken under the Code, the Access Arrangement or this Haulage Contract.

Liability for fraud

103. A Party who is fraudulent in respect of its obligations to the other Party under this Haulage Contract is liable to the other Party for, and indemnifies the other Party against, any loss or damage caused by or arising out of the fraud, in respect of which the exclusion of Indirect Damage in clause 104 does not apply.

No liability for Indirect Damage

104. Neither Party is in any circumstances to be liable to the other Party for any Indirect Damage, whether arising under a Law, or in contract, tort or equity, or otherwise, provided that where this Haulage Contract states that “[t]he exclusion of Indirect Damage in clause 104 does not apply”, or words to similar effect, in relation to a matter then:
- (a) the exclusion of Indirect Damage in this clause 104 does not apply in relation to that matter; and
 - (b) the Parties’ liability in relation to the matter is to be determined by Law, and to avoid any doubt the definition of Indirect Damage in this Haulage Contract is to be disregarded for the purposes of that determination.

Extended operation of clause 104

105. To the extent that WAGN is not liable to <USER> as a result of clause 58(3) or 104, then if a **“Downstream Person”** of <USER> makes a claim against WAGN in respect of any matter connected with or arising out of a curtailment, interruption, restriction or cessation of Gas flow, then <USER> must indemnify and keep indemnified WAGN against any liability to the Downstream Person which would exceed WAGN’s liability to <USER> if the claim were brought by <USER> rather than the Downstream Person.

No liability arising out of any approval by WAGN

106. Without limiting the generality of clause 104, WAGN is not, except as provided in clauses 102 and 103, in any circumstances liable to <USER> for any injury, death, loss or damage (including Indirect Damage), caused by or arising out of any approval by WAGN of any design, location or construction of, or proposed operating or maintenance procedures in relation to, any equipment, apparatus, machine, component, installation, cable, pipe or facility connected to, or adjacent to and associated with, the WAGN GDS.

Saving of contractual payments

107. Nothing in clauses 86 to 108 limits the liability of either Party to make all payments under this Haulage Contract.

Each limitation separate

108. Each limitation or exclusion created by clauses 86 to 108 and each protection given to WAGN or <USER> or to their respective directors, servants, consultants, independent contractors and agents by clauses 86 to 108 is a separate limitation, exclusion or protection applying and surviving even if for any reason any provision of clauses 86 to 108 is held inapplicable in any circumstances.

DISPUTE RESOLUTION

Parties to attempt to resolve

109. (1) If any dispute arises between the Parties, either Party may give written notice to the other Party specifying the details of the dispute.
- (2) If the dispute remains unresolved for a period of 30 days after the date on which the written notice was given under clause 109(1), authorised officers of the Parties are to meet within 5 Business Days after the end of that 30 day period and use their best endeavours to resolve the dispute.

Disposition of unresolved disputes

110. If the dispute remains unresolved for a further 10 Business Days (ie a total of 15 Business Days after the end of the 30 day period referred to in clause 109(2)), then:
- (a) if the dispute is of a kind that the Arbitrator may hear and determine, then the dispute is to be heard in accordance with section 6 of the Code, or in such other manner as is prescribed by regulation; or
 - (b) if the dispute is not of a kind that the Arbitrator may hear and determine, then the dispute must be referred to arbitration under clause 111.

Arbitration

111. (1) Where under clause 110(b) the Parties must refer a dispute to arbitration, either Party may give written notice to the other Party specifying with reasonable particularity the matter in dispute, and the dispute is by that written notice by force of this clause referred to arbitration of a single arbitrator under this clause 111.

- (2) If the Parties cannot agree on a person to be arbitrator, either Party may request the President for the time being of the Law Society of Western Australia to nominate a person to be arbitrator.
- (3) In any arbitration:
 - (a) the proceedings are to be conducted generally under the *Commercial Arbitration Act 1985* (WA) as modified by this Haulage Contract;
 - (b) a Party may be represented by a legal practitioner; and
 - (c) the proceedings are to be conducted in Perth.
- (4) In conducting proceedings, the arbitrator is not to be bound by the rules of evidence.
- (5) The arbitrator must not order any of the Parties to take any steps to achieve a settlement of the dispute being arbitrated.
- (6) A Party to the arbitration proceedings may:
 - (a) apply to a Judge (or acting Judge or auxiliary Judge) of the Supreme Court of Western Australia for the determination of any question of law that may arise in the course of the arbitration; or
 - (b) appeal to a Judge (or acting Judge or auxiliary Judge) of the Supreme Court of Western Australia on any question of law arising out of an award by an arbitrator.
- (7) The arbitrator may:
 - (a) of his or her own motion, but only to the extent reasonably necessary to facilitate the determination of a dispute presently before him or her, retain the services of any person suitably qualified in any field of expertise to advise the arbitrator in relation to matters within that field of expertise;
 - (b) award such interest as he or she considers appropriate;
 - (c) if a Party has overpaid another, whether under a mistake of law or fact, order repayment of the sum overpaid together with interest; and
 - (d) rectify any term of this Haulage Contract, so as to conform to the true intention of the Parties, but any rectification must comply with the Code, the Access Arrangement and the principles of the general law applicable to the rectification of contracts.
- (8) If the arbitrator retains a person under clause 111(7)(a):

- (a) that person may sit with the arbitrator during the hearing of all evidence relating to the person's field of expertise and may take part in the proceedings;
- (b) the arbitrator, in making an award, may adopt the opinion of that person, after first disclosing the opinion to the Parties and receiving the Parties' submissions thereon;
- (c) the costs and expenses of that person must be reasonable and are to be in the arbitrator's discretion and, without limiting that discretion, may be dealt with as part of the costs of the proceedings; and
- (d) the duration of retainer of that person must end no later than the day on which the arbitrator publishes his or her final award in the proceedings in question.

Dispute not a default

112. For so long as a fact or matter is the subject of a dispute which is being dealt with in good faith under:

- (a) clauses 109 to 111;
- (b) the Code; or
- (c) the Retail Market Scheme,

no Party is in default for the purposes of clause 87 by virtue of the fact or matter.

Disputes under this Haulage Contract and under the Retail Market Scheme

113. A dispute under this Haulage Contract in respect of a provision of the Retail Market Rules that applies under this Haulage Contract is to be dealt with as a dispute under this contract, and not as a dispute under the Retail Market Rules.

114. Clause 113 does not limit the operation of the Retail Market Scheme in connection with any breach of or dispute under the Retail Market Scheme, and any dispute arising under the Retail Market Scheme must be dealt with under the Retail Market Scheme dispute procedures.

115. Any determination under the Retail Market Rules dispute procedures of a breach of or dispute under the Retail Market Rules is not binding in respect of the determination of a breach of or dispute under this Haulage Contract.

MISCELLANEOUS CONTRACTUAL MATTERS

Changes to the Retail Market Scheme

116. If:

- (a) the whole or a part of the Retail Market Scheme is amended or replaced; and
- (b) in WAGN's reasonable opinion the amendment or replacement results in an Administrative Term of this Haulage Contract operating in a different manner than before the amendment or replacement including by resulting in the Administrative Term becoming difficult or inefficient to use, unworkable or incapable of operation,

(in either case, an “**Administrative Amendment**”), then WAGN may, acting reasonably and having regard to the interests of <USER> and other Users, issue a notice (“**Administrative Amendment Notice**”):

- (c) stating that the Administrative Amendment has occurred; and
- (d) setting out new provisions that will apply to this Haulage Contract in substitution for the provisions of the Administrative Term (which new provisions will generally reflect the position under the Retail Market Scheme before the Administrative Amendment); and
- (e) stating the date from which the new provisions will apply,

and the new provisions apply in place of the Administrative Term from the date set out in the Administrative Amendment Notice.

117. For the purposes of clause 116, “**Administrative Term**” means any term of this Haulage Contract which in WAGN's reasonable opinion is not concerned with a Party's substantive rights or obligations under this Haulage Contract but rather sets out administrative or procedural provisions to be complied with by either Party in implementing or enforcing those rights and obligations, for example, without limitation, clauses 85(1) and 125.

Representations and warranties

118. <USER>, by entering into this Haulage Contract represents and warrants to WAGN that:
- (a) <USER> has the ability to comply with its approved System Pressure Protection Plan and will comply with its approved System Pressure Protection Plan; and
 - (b) <USER> will notify WAGN if at any time it is, suspects that it may be, or suspects that it is likely that it will in the near future be, in breach of the representation and warranty set out in clause 118(a), as soon as possible after it becomes aware of the fact or the suspicion arises;
 - (c) it will comply with all applicable Laws with respect to any of its obligations connected with, arising out of or in relation to the Access Arrangement or this Haulage Contract;

- (d) in making the Application and in entering into this Haulage Contract, it has in full force and effect all authorisations, licences, permits, consents, certificates, authorities and approvals necessary under all Laws to enter into this Haulage Contract, to observe its obligations under the Access Arrangement and this Haulage Contract including to receive and supply Gas at Receipt Points and Delivery Points, and to allow those obligations to be enforced and to otherwise conduct operations in accordance with this Haulage Contract;
- (e) its obligations under this Haulage Contract are valid and binding and are enforceable against it;
- (f) this Haulage Contract and any transaction under it does not contravene <USER>'s constituent documents or any Law or any of its obligations or undertakings by which it or any of its assets are bound or cause to be exceeded any limitation on its, or its directors' powers;
- (g) its obligations to make payments under this Haulage Contract rank at least equally with all unsecured and unsubordinated indebtedness of <USER> except debts mandatorily preferred by Law;
- (h) neither <USER> nor any of its Related Bodies Corporate is in breach of a Law affecting any of them or their respective assets, or any obligation or undertaking by which they or any of their assets are bound, which breach will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract;
- (i) there is no pending or threatened action or proceeding affecting <USER> or any of its Related Bodies Corporate or any of their respective assets before a court, referee, governmental agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract;
- (j) neither <USER> nor any of its related bodies corporate have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (k) <USER> is not an agent or trustee (except if and to the extent that it is disclosed as such in the Application) in relation to this Haulage Contract or the Gas to be delivered or received under this Haulage Contract.

119. WAGN represents and warrants to <USER> that:

- (a) it will comply with all applicable Laws with respect to any of its obligations connected with, arising out of or in relation to the Access Arrangement or this Haulage Contract;
- (b) it has in full force and effect all authorisations, licences, permits, consents, certificates, authorities and approvals necessary under all Laws to enter into this Haulage Contract, to observe its obligations under the Access Arrangement and this Haulage Contract, and to allow those obligations to be enforced;
- (c) it has in full force and effect all materially necessary leases, licences and easements to construct, operate and maintain the Delivery Points and all other facilities for which it is responsible under the Access Arrangement and this Haulage Contract;
- (d) its obligations under this Haulage Contract are valid and binding and are enforceable against it;
- (e) this Haulage Contract and any transaction under it does not contravene WAGN's constituent documents or any Law or any of its obligations or undertakings by which it or any of its assets are bound or cause to be exceeded any limitation on its, or its directors', powers;
- (f) neither WAGN nor any of its Related Bodies Corporate is in default under a Law affecting any of them or their respective assets, or any obligation or undertaking by which them or any of their assets are bound, which default will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract;
- (g) there is no pending or threatened action or proceeding affecting WAGN or any of its Related Bodies Corporate or any of their respective assets before a court, referee, governmental agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract;
- (h) neither WAGN nor any of its Related Bodies Corporate have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (i) WAGN is not an agent or trustee (except if and to the extent that it has disclosed such agency or trust to <USER> prior to <USER> entering into this Haulage Contract) in relation to this Haulage Contract or the Gas to be delivered or received under this Haulage Contract; and

(j) it controls the WAGN GDS.

120. The representations and warranties in clauses 118 and 119 are made on and from the Commencement Date and are made anew on each day of this Haulage Contract.
121. The representations and warranties in clauses 118(a) and 118(b) are terms of this Haulage Contract.
122. The exclusion of Indirect Damage in clause 104 does not apply in respect of the representations and warranties set out in clauses 118(a) and 118(b) and therefore liability in respect of the matters is to be determined according to Law, and to avoid any doubt the definition of “Indirect Damage” in this Haulage Contract is to be disregarded for the purposes of that determination.

Insurances

123. (1) <USER> must procure and maintain liability insurance with insurers for such amount as WAGN requires under clause 23(1)(c) and <USER> must arrange for endorsement of the interests of WAGN on the policy.
- (2) WAGN may require <USER> to provide evidence of the matters in clause 123(1).

Making good damage caused in the course of installing Delivery Facilities

124. (1) Except as provided in this clause 124, WAGN is not liable to pay compensation for or in respect of, or make good any damage done to the land or premises of <USER> or <USER>'s Gas customer by WAGN, its officers, servants, or agents in the reasonable course of installing the User Specific Delivery Facilities or the Standard Delivery Facilities whether that damage is of a temporary character or a permanent character.
- (2) If, in the course of installing User Specific Delivery Facilities or Standard Delivery Facilities, WAGN opens or breaks up any sealed or paved surface, or damages or disturbs any lawn, landscaping or other improvement, then WAGN will if necessary fill in any ground to restore it to approximately its previous level.
- (3) WAGN is liable to reinstate or make good, or pay compensation in respect of, any sealed or paved surface opened or broken up, or any lawn, landscaping or other improvement damaged or disturbed, in the course of installing the User Specific Delivery Facilities or the Standard Delivery Facilities to the land or premises of <USER> or <USER>'s Gas customer, if and to the extent that WAGN fails to act reasonably having regard to the safe and efficient operation of the WAGN GDS and prudent Pipeline practices generally accepted in the natural Gas haulage industry.
- (4) If <USER> is required to compensate <USER>'s Gas customer for any damage done in circumstances where WAGN would be liable in respect

of such damage under clause 124(3), then WAGN will indemnify <USER> to the extent of the lesser of:

- (a) the value of the compensation <USER>'s Gas customer receives from <USER>; and
 - (b) the value of compensation which would be payable by WAGN to <USER> under clause 124(3), if the damage had been suffered wholly by <USER> instead of <USER>'s Gas customer.
- (5) Except to the extent that WAGN is liable to <USER> or <USER>'s Gas customer under clause 124(3), <USER> will indemnify WAGN against all claims brought by <USER> or <USER>'s Gas customer in respect of any damage done to the land or premises of <USER> or <USER>'s Gas customer by WAGN, its officers, servants, or agents in the reasonable course of installing the User Specific Delivery Facilities or the Standard Delivery Facilities whether that damage is of a temporary character or a permanent character.
- (6) An obligation to indemnify which arises under clauses 124(4) or 124(5) will be discharged by payment in full by the indemnifying Party to the indemnified Party (or to such person as the indemnified Party nominates) within 30 days after the date on which the indemnified Party provides written notice to the indemnifying Party setting out adequately detailed grounds for, and specifying the full quantum of, the claim for indemnification.

NOTICES AND ADDRESSES FOR NOTICES

125. Notices provided to WAGN by <USER>, or provided by WAGN to <USER>, under this Haulage Contract must be provided in accordance with the format and procedure specified in the Retail Market Scheme for notices to be provided under the Retail Market Rules (to the extent that it is applicable).
126. Where notices are not provided in accordance with clause 125, WAGN may recover from <USER> the reasonable additional costs involved in dealing with the information.
127. Pending further notice under clause 129, WAGN's address, facsimile number and electronic mail address is:

Level 8

12-14 The Esplanade

Perth WA 6000

Facsimile Number: 08 6213 7409

Attn: Manager Regulatory Services

Electronic Mail Address: Regulatory@wng.com.au

128. Pending further notice under clause 129, <USER>'s address, facsimile number and electronic mail address is:

Address:

Facsimile Number:

Electronic Mail Address:

129. From time to time, for the purposes of clauses 125 to 128, either Party may advise the other Party in writing of an address located within the State, a facsimile number and electronic mail address which are to take effect in substitution for the details set out in clauses 127 and 128.

130. Nothing in clauses 125 to 131 prevents the Parties from agreeing in writing to use an alternative means of communication of notices.

131. A reference in this Haulage Contract to notice before a certain time means that the notice must be received at the intended address or facsimile machine by no later than that time.

CONFIDENTIALITY

132. (1) A Party must not disclose Confidential Information except:

- (a) with the prior written consent of the other Party;
- (b) if the information is obtainable with reasonable diligence from sources other than the Parties, or which enters the public domain other than by breach of this clause 132;
- (c) when required under any Law;
- (d) to any consultant or adviser to the Party or, subject to section 4 of the Code, to any 'Associate' as defined in section 10.8 of the Code;
- (e) when, in the reasonable opinion of WAGN, the information is required to be disclosed in the course of any restructuring, sale or change in control of WAGN contemplated in clause 88; or
- (f) when, in the reasonable opinion of the disclosing Party, the information is required to be disclosed to any present or prospective lender to or financier of a Party.

(2) In the case of a permitted disclosure under clause 132(1), the disclosing Party must use reasonable endeavours to make disclosure on terms which preserve as far as practicable the confidentiality of the information.

(3) In the case of a disclosure to which clause 132(1)(c) applies, the disclosing Party must use reasonable endeavours to:

- (a) give advance notice to the other Party of the impending disclosure;
 - (b) oppose or restrict such disclosure, or make such disclosure on terms which preserve as far as practicable the confidentiality of the information; and
 - (c) take such steps as will permit the other Party to have a reasonable opportunity to oppose or restrict such disclosure by lawful means.
- (4) The definition of 'Confidential Information' in section 10.8 of the Code does not apply to this clause.

GENERAL TERMS AND CONDITIONS

133. **{Waiver and delay}**: No waiver by any Party of any default or defaults by any other Party in the performance of any of the provisions of this Haulage Contract operates or is to be construed as a waiver of any other or further default, whether of the same or a different character. No delay by any Party in enforcing any remedy for any default under this Haulage Contract constitutes a waiver of that or any other or further default.
134. **{Applicable Law}**: This Haulage Contract is governed by the Law of the State of Western Australia and the Parties irrevocably submit themselves to the jurisdiction of the courts of that State.
135. **{Entire Agreement}**: This Haulage Contract constitutes the full agreement between the Parties and supersedes all prior negotiations, representations, proposals and agreements whether oral or written with respect to the subject matter of this Haulage Contract.
136. **{Amendment}**: No purported modification, variation or amendment of this Haulage Contract is of any force or effect unless it is in writing and executed by all Parties or, in the case of a waiver, by the Party whose rights are waived.
137. **{Stamp duty and costs of this contract}**: <USER> is responsible for any stamp duty which may be assessable or payable on this Haulage Contract. Each Party must bear their own legal and other costs of the preparation of this Haulage Contract.
138. **{Severance}**: If any provision of this Haulage Contract is held illegal or unenforceable by any tribunal, court or arbitrator having competent jurisdiction, the judgment does not affect the remaining provisions of this Haulage Contract which remain in full force and effect as if the provision held to be illegal or unenforceable had not been included in this Haulage Contract.

GST

139. All monetary amounts specified in this Haulage Contract are inclusive of GST unless noted otherwise. If the applicable rate of GST changes after the date of

this Haulage Contract the supplier may adjust the amounts payable to reflect that change from the date the change is effective.

140. If this Haulage Contract specifies a monetary amount payable as exclusive of GST or does not specify a monetary amount payable in respect of a supply made (or deemed to have been made) in relation to this Haulage Contract then, if that supply is a taxable supply, the amount payable or the value of the consideration provided for that supply must be increased by the amount of GST payable in relation to that supply.
141. Where any amount is payable to a Party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred by that Party, then that amount must be reduced by the amount of any input tax credit available to that Party and, if a taxable supply, must be increased by an additional amount equal to the GST payable in relation to the supply.
142. Any additional amount must be paid at the time any payment to which it relates is payable. Where an additional amount payable is not referable to an actual payment then it must be paid within 10 days of a tax invoice being issued by the Party making the supply.
143. Where in relation to this Haulage Contract a Party makes a taxable supply, that Party must provide a tax invoice in respect of that supply before the additional amount payable in respect of that supply becomes due.
144. Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause.

SCHEDULE 1: TERMS AND CONDITIONS OF SERVICE A1

Delivery Facilities

1. (1) For Service A1 at a Delivery Point, WAGN will provide User Specific Delivery Facilities to measure the amount of Gas taken by <USER> at the Delivery Point which will include, as a minimum, a Meter which:
 - (a) is read by means of Telemetry; and
 - (b) aggregates the flow of Gas across time and records that flow for each Gas Hour.
- (2) For Service A1 at a Delivery Point, WAGN will design and construct all User Specific Delivery Facilities, and will have regard to <USER>'s reasonable requirements in doing so.
- (3) WAGN will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
- (4) The User must use its reasonable endeavours to cooperate with WAGN in installing, operating, maintaining, and modifying any User Specific Delivery Facilities including, without limitation, providing or procuring access to all land to which access is required for those purposes or any of them.

Accuracy verification

2. (1) WAGN will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities in accordance with the frequency required by good industry practice and applicable Laws, which frequency will be determined by WAGN.
- (2) If <USER> requests that WAGN verify the accuracy of a Meter forming part of the User Specific Delivery Facilities and WAGN determines that the Meter is accurate <USER> must pay WAGN's reasonable costs incurred in verifying the accuracy of the Meter.

Gas pressure

3. (1) For Service A1 at a Delivery Point, the Nominal Delivery Pressure at which WAGN is to deliver Gas to <USER> is:
 - (a) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Delivery Facilities at the Delivery Point; or
 - (b) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.

- (2) The pressure set out under clause 3(1) of this Schedule will not exceed that pressure adopted by WAGN from time to time as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

Meter reading

4. For Service A1 at a Delivery Point:
- (a) WAGN is responsible for calculating and recording the quantity of gas delivered to <USER> at the Delivery Point, by Telemetry reading; and
 - (b) WAGN must endeavour to take Telemetry readings every day for the purpose of complying with clause 4(a) of this Schedule.

Prices

5. Service A1 is made available at “**Tariff A1**” which is Reference Tariff A1, as adjusted from time to time during the term of this Haulage Contract under the Access Arrangement and, if the duration of the Haulage Contract continues beyond the end of the Current Access Arrangement Period, under clause 83.

Exceeding Contracted Peak Rate

6. If <USER>’s Instantaneous Flow Rate exceeds its Contracted Peak Rate for a Delivery Point, then <USER> has acquired “**Overrun Service**” and must pay WAGN an “**Overrun Charge**” calculated as follows:

$$OC = OSR \times Q_{\text{Overrun}}$$

where:

OC = the Overrun Charge payable by <USER> to WAGN for the Delivery Point for the month;

OSR = the “**Overrun Service Rate**” which is calculated by multiplying the average Tariff applicable under the Haulage Contract for the Delivery Point for the month by 2; and

Q_{Overrun} = the total for the month of each gigajoule or part of a gigajoule of Gas in excess of <USER>’s Contracted Peak Rate that was delivered to <USER> at the Delivery Point during a period of time in which <USER>’s Instantaneous Flow Rate exceeded its Contracted Peak Rate.

7. Despite any provision to the contrary, a requirement under clause 6 of this Schedule to pay the Overrun Service Rate in respect of a gigajoule or part of a gigajoule, does not relieve <USER> of the obligation to pay the Tariff in respect of that gigajoule or part gigajoule.

8. If <USER>'s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:

- (a) three or more days during any 30 day period; or
- (b) eight or more days during a Year,

then WAGN must, as soon as reasonably practicable, notify <USER> of this fact and of whether:

- (c) an increase in <USER>'s Contracted Peak Rate in accordance with clause 8(c)(i) of this Schedule would not breach WAGN's Queuing Policy, in which case <USER> must within 10 Business Days elect between:
 - (i) agreeing to an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable; or
 - (ii) agreeing to WAGN installing, and to <USER> paying the costs of WAGN acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <USER> to no more than the Contracted Peak Rate,

and if <USER> does not so elect within 10 Business Days, WAGN may elect; or

- (d) an increase in <USER>'s Contracted Peak Rate in accordance with clause 8(c)(i) of this Schedule would breach WAGN's Queuing Policy, in which case WAGN may install, and <USER> must pay the costs of WAGN acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <USER> to no more than the Contracted Peak Rate.

Ancillary Services

9. WAGN will provide Ancillary Services as set out in clause 17 of Part A of the Access Arrangement at Tariffs determined under Schedule 5.

SCHEDULE 2: TERMS AND CONDITIONS OF SERVICE A2

Delivery Facilities

1. (1) For Service A2 at a Delivery Point, WAGN will provide User Specific Delivery Facilities to measure the amount of Gas taken by <USER> at the Delivery Point which will include, as a minimum, a Meter which:
 - (a) is read by means of Telemetry; and
 - (b) aggregates the flow of Gas across time and records that flow for each Gas Hour.
- (2) WAGN will design and construct all User Specific Delivery Facilities, and will have regard to <USER>'s reasonable requirements in doing so.
- (3) WAGN will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
- (4) The User must use its reasonable endeavours to cooperate with WAGN in installing, operating, maintaining, and modifying any User Specific Delivery Facilities including, without limitation, providing or procuring access to all land to which access is required for those purposes or any of them.

Accuracy verification

2. (1) WAGN will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities in accordance with the frequency required by good industry practice and applicable Laws, which frequency will be determined by WAGN.
 - (1) If <USER> requests that WAGN verify the accuracy of a Meter forming part of the User Specific Delivery Facilities and WAGN determines that the Meter is accurate <USER> must pay WAGN's reasonable costs incurred in verifying the accuracy of the Meter.

Gas pressure

3. (1) For Service A2 at a Delivery Point, the Nominal Delivery Pressure at which WAGN is to deliver Gas to <USER> is:
 - (a) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Delivery Facilities at the Delivery Point; or
 - (b) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.

- (2) The pressure set out under clause 3(1) of this Schedule will not exceed that pressure adopted by WAGN from time to time as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

Meter reading

4. For Service A2 at a Delivery Point:
- (a) WAGN is responsible for calculating and recording the quantity of Gas delivered to <USER> at the Delivery Point, by Telemetry reading; and
 - (b) WAGN must endeavour to take Telemetry readings every day for the purpose of complying with clause 4(a) of this Schedule.

Prices

5. Service A2 is made available at “**Tariff A2**” which is Reference Tariff A2, as adjusted from time to time during the term of this Haulage Contract under the Access Arrangement and, if the duration of the Haulage Contract continues beyond the end of the Current Access Arrangement Period, under clause 83.
6. The User specific Charge is to be pro-rated under clause 4 of Schedule 2 to Part B of the Access Arrangement.
7. The usage Charge is to be pro-rated under clause 4 of Schedule 2 to Part B of the Access Arrangement.

Exceeding Contracted Peak Rate

8. If <USER>’s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:

- (a) three or more days during any 30 day period; or
- (b) eight or more days during a Year,

then WAGN must, as soon as reasonably practicable, notify <USER> of this fact and of whether:

- (c) an increase in <USER>’s Contracted Peak Rate in accordance with clause 8(c)(i) of this Schedule would not breach WAGN’s Queuing Policy, in which case <USER> must within 10 Business Days elect between:
 - (i) agreeing to an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable; or

- (ii) agreeing to WAGN installing, and to <USER> paying the costs of WAGN acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <USER> to no more than the Contracted Peak Rate,

and if <USER> does not so elect within 10 Business Days, WAGN may elect; or

- (d) an increase in <USER>'s Contracted Peak Rate in accordance with clause 8(c)(i) of this Schedule would breach WAGN's Queuing Policy, in which case WAGN may install, and <USER> must pay the costs of WAGN acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <USER> to no more than the Contracted Peak Rate.

Ancillary Services

- 9. WAGN will provide Ancillary Services as set out in clause 17 of Part A of the Access Arrangement at Tariffs determined under Schedule 5.

SCHEDULE 3: TERMS AND CONDITIONS OF SERVICE B1

Delivery Facilities

1. (1) For Service B1 at a Delivery Point, WAGN will provide User Specific Delivery Facilities to measure the amount of Gas taken by <USER> at the Delivery Point, which must include, as a minimum, a Meter which aggregates the flow of Gas between readings.
- (2) WAGN will design and construct all User Specific Delivery Facilities, and will have regard to <USER>'s reasonable requirements in doing so.
- (3) WAGN will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
- (4) The User must use its reasonable endeavours to cooperate with WAGN in installing, operating, maintaining, and modifying any User Specific Delivery Facilities including, without limitation, providing or procuring access to all land to which access is required for those purposes or any of them.

Accuracy verification

2. (1) WAGN will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities in accordance with the frequency required by good industry practice and applicable Laws, which frequency will be determined by WAGN.
- (2) If <USER> requests that WAGN verify the accuracy of a Meter forming part of the User Specific Delivery Facilities and WAGN determines that the Meter is accurate <USER> must pay WAGN's reasonable costs incurred in verifying the accuracy of the Meter.

Gas pressure

3. (1) For Service B1 for a Delivery Point, the Nominal Delivery Pressure at which WAGN is to deliver Gas to <USER> is:
 - (a) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Delivery Facilities at the Delivery Point; or
 - (b) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (2) The pressure set out under clause 3(1) of this Schedule will not exceed that pressure adopted by WAGN from time to time as the minimum

nominal operating pressure for the main to which the Delivery Point is connected.

Meter reading

4. For Service B1 at a Delivery Point:
 - (a) WAGN is responsible for calculating and recording the quantity of Gas delivered to <USER> at the Delivery Point; and
 - (b) WAGN must read the Meter approximately 12 times each Year at intervals of approximately 35 days.

Prices

5. Service B1 is made available at “**Tariff B1**” which is Reference Tariff B1, as adjusted from time to time during the term of this Haulage Contract under the Access Arrangement and, if the duration of this Haulage Contract continues beyond the end of the Current Access Arrangement Period, under clause 83.
6. The User specific Charge is to be pro-rated under clause 4 of Schedule 3 to Part B of the Access Arrangement.
7. The usage Charge is to be pro-rated under clause 4 of Schedule 3 to Part B of the Access Arrangement.

Ancillary Services

8. WAGN will provide Ancillary Services as set out in clause 17 of Part A of the Access Arrangement at Tariffs determined under Schedule 5.

SCHEDULE 4: TERMS AND CONDITIONS OF SERVICE B2 AND SERVICE B3

Delivery Facilities

1. For Service B2 or Service B3 at a Delivery Point, WAGN will provide Standard Delivery Facilities to measure the amount of Gas taken by <USER> at the Delivery Point which aggregates the flow of Gas between readings.
2. WAGN will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
3. The User must use its reasonable endeavours to cooperate with WAGN in installing, operating, maintaining, and modifying any User Specific Delivery Facilities including, without limitation, providing or procuring access to all land to which access is required for those purposes or any of them.

Accuracy Verification

4. If <USER> requests that WAGN verify the accuracy of a Meter forming part of the User Specific Delivery Facilities and WAGN determines that the Meter is accurate <USER> must pay WAGN's reasonable costs incurred in verifying the accuracy of the Meter.

Gas pressure

5. For Service B2 or Service B3 at a Delivery Point, provided it is within the capability of the WAGN GDS at the proposed Delivery Point, WAGN will deliver Gas to <USER> at a Nominal Delivery Pressure not exceeding 7 kPa, as regulated by the Standard Delivery Facilities at the Delivery Point.

{Note: The limit of 7 kPa is in accordance with Clause 406 of Schedule 6 to the *Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999* (WA). The current standard Nominal Pressures are 1.25 kPa and 2.75 kPa.}

Meter reading

6. For Service B2 or Service B3 at a Delivery Point:
 - (a) WAGN is responsible for calculating and recording the quantity of Gas delivered to <USER> at the Delivery Point; and
 - (b) WAGN must read the Meter approximately 4 times each Year at intervals of approximately 100 days.

{Note: If <USER> requires the Meter for a Delivery Point to which Service B2 or Service B3 applies to be read monthly, WAGN may be prepared to provide and charge for an additional Meter reading Service.}

Prices

7. (1) Service B2 is made available at “**Tariff B2**” which is Reference Tariff B2, as adjusted from time to time during the term of this Haulage Contract under the Access Arrangement and, if the duration of this Haulage Contract continues beyond the end of the Current Access Arrangement Period, under clause 83.
- (2) Service B3 is made available at “**Tariff B3**” which is Reference Tariff B3, as adjusted from time to time during the term of this Haulage Contract under the Access Arrangement and, if the duration of the Haulage Contract continues beyond the end of the Current Access Arrangement Period, under clause 83.

Ancillary Services

8. WAGN will provide Ancillary Services as set out in clause 17 of Part A of the Access Arrangement at Tariffs determined under Schedule 5.

SCHEDULE 5: ANCILLARY SERVICES

1. WAGN will make the following Ancillary Services available to <USER> at the Tariffs set out below (inclusive of GST), as escalated under clause 2 of this Schedule 5:
 - (a) Apply Meter Lock Service (available for Service B3): \$16.50;
 - (b) Remove Meter Lock Service (available for Service B3): \$16.50;
 - (c) Deregistration Service (available for Services): \$183.70;
 - (d) Disconnection Service (available for Service B2 and Service B3): \$183.70; and
 - (e) Reconnection Service (available for Service B2 and Service B3): \$183.70.
2. WAGN may escalate the Tariffs specified in clause 1 of this Schedule 5 annually by applying the Western Australian Labour Price Index for the Energy Industry, and such escalated Tariffs will apply in substitution for the Tariffs specified in clause 1 of this Schedule 5.
3. WAGN will, when requested, inform <USER> of the prevailing Tariff for an Ancillary Service.

SCHEDULE 6: GAS QUALITY SPECIFICATION TABLE

Gas Quality Specifications means the most stringent component of the following components:

- (a) the standards detailed in regulation 5 of the *Gas Standards (Gas Supply and System Safety) Regulations 2000 (WA)*, including the requirement to odourise the Gas detailed in regulation 6; and
- (b) the broadest specification requirements detailed in the table set out below:

Component	Unit of Measurement	Specification
Maximum carbon dioxide	mol %	4.0
Maximum inert gases	mol %	7.0
Minimum higher heating value	MJ/m ³	35.1
Maximum higher heating value	MJ/m ³	42.3
Minimum Wobbe Index	MJ/m ³	46.0
Maximum Wobbe Index	MJ/m ³	51.5
Maximum total sulphur (including odorant)	mg/m ³	20
Maximum Hydrogen Sulphide	mg/m ³	4.6
Maximum Oxygen	mol %	0.2
Maximum Water	mg/m ³	100
Hydrocarbon dewpoint over the pressure range 2.5 to 8.72 MPa absolute	°C	Below the Minimum Receipt Temperature applying for the Physical Gate Point
Maximum radioactive components	Bq/m ³	600