

**CHAPTER 5. MARKET INFORMATION  
AND SYSTEM PLANNING**

## 5.1 MARKET INFORMATION

### 5.1.1 Provision of information

- (a) The provisions of this clause 5.1 are subject always to the rights and obligations of *VENCorp* and *Participants* in relation to *confidential information* as set out in clause 5.4.
- (b) In addition to any specific obligation or power of *VENCorp* under these Rules to provide information, *VENCorp* must make available to *Market Participants* on request any information concerning the operation of the *market* and may charge a fee reflecting the cost of providing any information under this clause 5.1.1(b).
- (c) *VENCorp* must make available to the public on request information in respect of the *market price* and, where requested and available, reasons for any significant movements in the *market price*.

### 5.1.2 Systems and procedures

- (a) All information, including *nominations* and *inc/dec offers* where relevant, which must be provided by *Participants* to *VENCorp* under these Rules and information which must be provided by *VENCorp* to *Participants* under these Rules must be provided by means of an *electronic communication system* unless otherwise specified in these Rules or approved by *VENCorp*.
- (b) Where information is provided by means of an *electronic communication system*, that information must be provided by using the templates supplied in the *electronic communication system* unless otherwise approved by *VENCorp*.
- (c) If possible, information provided to *VENCorp* must be *time stamped* by *VENCorp* on receipt by *VENCorp's electronic communication system* and if stamped, is deemed to be provided at the time indicated by the *time stamp*.
- (d) Information is deemed to be *published* by *VENCorp* when the information is placed on the *market information bulletin board*.
- (e) Before the *commencement date* and following consultation with *Participants*, *VENCorp* must develop *electronic communication procedures* under which:
  - (1) information, including *nominations* and *inc/dec offers* where relevant, must be provided by *Participants* to *VENCorp*;
  - (2) information must be provided by *VENCorp* to *Participants*; and
  - (3) information *published* on the *market information bulletin board* may be accessed by *Market Participants*.
- (f) Following consultation with *Participants*, *VENCorp* may review and alter:
  - (1) the requirements for *electronic communication systems*; and
  - (2) *electronic communication procedures*,from time to time.

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### 5.1.3 Participant data

*VENCorp* must establish, maintain, update as *VENCorp* considers reasonably necessary from time to time, and *publish*:

- (a) a list of all *Participants* identifying those of them that are *Market Participants*;
- (b) a list of all applications to become a *Participant* identifying those of them that are applications to become a *Market Participant*;
- (c) a list of all *Participants* who will cease to be *Participants* and the time that each listed *Participant* will cease to be a *Participant*; and
- (d) a list of all *Market Participants* who are suspended and the time at which each listed *Market Participant* was suspended.

### 5.1.4 Spot market

- (a) *VENCorp* must *publish preliminary operating schedules* and *final operating schedules* in accordance with and at the times specified in clause 3.1.
- (b) Each *preliminary operating schedule* and *final operating schedule* must include the following details for the relevant *gas day* in respect of the *transmission system* unless otherwise specified below:
  - (1) forecasts of the most probable peak daily demand and peak hourly demand and the times at which those peaks are forecast to occur;
  - (2) forecasts of peak hourly demand which *VENCorp* predicts to have a 10% and 90% probability respectively of being exceeded and the time at which those peaks are forecast to occur;
  - (3) forecasts of the aggregate total demand for each *trading interval*;
  - (4) forecast aggregate supply availability for each *trading interval*;
  - (5) details of forecast threats to *system security*, including the forecast time, location and extent of each such threat;
  - (6) forecasts of the *market price* for each *trading interval* and each *pricing zone*; and
  - (7) details of the expected sensitivity of the forecast *market prices* to changes in the forecast demand or supply availability;
  - (8) forecast locational prices for each hour of the *gas day*;
  - (9) forecast *EoD linepack*; and
  - (10) the linepack which *VENCorp* requires in respect of that *gas day*.
- (c) If *VENCorp* considers there to be a significant change in a forecast *market price*, *VENCorp* must identify and, as soon as practicable, *publish* the cause of such a change, including but not limited to the impact of any change.
- (d) As soon as practicable after the end of each *trading interval*, *VENCorp* must *publish* its best estimate of the *market price* for that *trading interval*.

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- (e) By 4.00pm each day, *VENCorp* must *publish* for each *trading interval* in the previous *gas day*:
- (1) the *market price*;
  - (2) the aggregate quantity of withdrawals of gas from each *system withdrawal zone* or such other area that *VENCorp* considers appropriate having regard to the commercial sensitivity of information relating to the demand and consumption patterns of *Customers* and the requirements of clause 5.2.4(f);
  - (3) without limitation, prices and quantities of gas specified in *inc/dec offers*;
  - (4) aggregate quantities of gas specified in *nominations*;
  - (5) details of the total quantity of gas injected into the *transmission system* at each *system injection point*;
  - (6) details of the total quantity of gas *scheduled* in accordance with *withdrawal inc/dec offers* in each *system withdrawal zone* or such other area that *VENCorp* considers appropriate having regard to the commercial sensitivity of information relating to the demand and consumption patterns of *Customers* and the requirements of clause 5.2.4(f);
  - (7) the aggregate quantity of *EoD linepack* purchases and the price of *EoD linepack*; and
  - (8) details of any operational irregularities which arose including, for example, any circumstances in which, in *VENCorp's* reasonable opinion, there was evidence of a failure to follow *scheduling instructions*.

#### **5.1.5 Public information**

- (a) Each day, all information relating to the operation of the *market* that *VENCorp* is required to *publish* in accordance with these Rules must be made available by *VENCorp* via an electronic communications medium.
- (b) If *VENCorp* makes information available under clause 5.1.5(a) by a means other than the internet, *VENCorp* may, at its discretion, charge a fee for access to that information provided that such fee reflects *VENCorp's* costs of providing that information.
- (c) *VENCorp* must make available for purchase by any person at reasonable cost the current *annual planning review* prepared pursuant to clause 5.2.2 from the date on which it is *published*.

#### **5.1.6 Information records**

*VENCorp* must retain all information provided to it under these Rules for at least seven years in a form it deems appropriate for reasonable access.

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### 5.1.7 Market audit

- (a) *VENCorp* must arrange for a *market* audit to be performed once each year by an independent auditor who in *VENCorp's* reasonable opinion is suitably qualified to conduct such an audit.
- (b) The *market* audit must cover and review compliance by *VENCorp* with its procedures and the effectiveness and appropriateness of systems utilised in the operation of the *market*, including but not limited to:
  - (1) the calculations and allocations performed by the *metering* and *settlements* systems;
  - (2) billing and information systems;
  - (3) the *scheduling* and pricing processes;
  - (4) processes for software management;
  - (5) the *linepack account*; and
  - (6) *VENCorp's* compliance with these Rules.
- (c) *VENCorp* must procure that the person who conducts the *market* audit prepares a report in which the results of the *market* audit are set out.
- (d) Following consideration by *VENCorp*, the *market* audit report must be made available by *VENCorp* to *Market Participants* on request and at a cost that *VENCorp* considers to be reasonable to recover the cost of providing (but not preparing) the *market* audit report.

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## 5.2 FORECASTS AND PLANNING AND MAINTENANCE REVIEWS

### 5.2.1 Purpose

- (a) Under this clause 5.2:
  - (1) *Participants* are required to provide information to *VENCorp* in relation to certain aspects of their operations in accordance with clauses 5.2.4(b), (c) and (d); and
  - (2) *VENCorp* is required to use the information disclosed to it by *Participants* to:
    - (A) prepare and provide to *Participants* *annual planning reviews* and *quarterly planning reviews* for the purposes set out in clauses 5.2.1(b) and (c); and
    - (B) coordinate the *maintenance* operations of *Transmission Pipeline Owners* and *Storage Providers* to ensure that *system security* is maintained and is not threatened by the *maintenance* of *pipeline equipment*.
- (b) *VENCorp* is required to provide *annual planning reviews* under clause 5.2.2 for the primary purpose of allowing *Participants* to make informed decisions relating to:
  - (1) planning for capital investments; and
  - (2) developing *market* strategies.
- (c) *VENCorp* is required to provide *quarterly planning reviews* under clause 5.2.3 for the primary purpose of allowing *Participants* to make informed decisions relating to:
  - (1) *maintenance*;
  - (2) *storage*;
  - (3) *pipeline* operation; and
  - (4) *pricing*.
- (d) *VENCorp* must use its reasonable endeavours to ensure that the *annual planning reviews* and *quarterly planning reviews* it prepares under this clause 5.2 accurately reflect the information provided to *VENCorp* by *Participants* under clauses 5.2.4(b), (c) and (d), but in no circumstances is *VENCorp* to be liable for any loss or damage suffered or incurred by a *Participant* or any other person as a consequence of any error, omission or inaccuracy in an *annual planning review* or a *quarterly planning review*.

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### 5.2.2 Annual planning reviews

- (a) By no later than 30 November each year, *VENCorp* must:
  - (1) prepare an *annual planning review* in accordance with this clause 5.2.2; and
  - (2) provide to each *Participant* and the *Regulator* a copy of that *annual planning review*.
- (b) Each *annual planning review* must contain annual forecasts by *system withdrawal zone* of the matters set out in clause 5.2.2(c) for each of the five years in the period commencing from 1 January in the year immediately following the year in which the *annual planning review* is provided to *Participants*.
- (c) *Annual planning reviews* prepared by *VENCorp* must include forecasts by *system withdrawal zone* in respect of the following matters:
  - (1) most probable peak daily and hourly demands under average demand conditions and when those peak demands will occur;
  - (2) most probable peak daily and hourly demands under peak demand conditions (or such other planning criteria as *VENCorp* may determine) and when those peak demands will occur;
  - (3) total demand;
  - (4) available and prospective supply and the source of that supply;
  - (5) any *expansions* of, and *extensions* to, the *transmission system*;
  - (6) *transmission system* capacity;
  - (7) the acceptable range of minimum and maximum pressures at such *transmission system* locations as *VENCorp* considers appropriate;
  - (8) storage capacities and inventories;
  - (9) storage operating parameters including but not limited to injection and withdrawal rates and pressures and the sustainability of those rates and pressures; and
  - (10) mismatches between supply, demand and capacity.
- (d) When preparing an *annual planning review* *VENCorp* must:
  - (1) take into account:
    - (A) the information provided by *Participants* under clauses 5.2.4(b), (c) and (d);
    - (B) anticipated future growth in the demand for gas in Victoria; and
    - (C) committed projects for new or additional *gas production facilities* or *extension* or *expansion* of a *transmission system* or a *distribution pipeline*; and

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- (2) subject to clause 5.2.4(f), *publish* the assumptions upon which it bases its *annual planning reviews*.

### 5.2.3 Quarterly planning reviews

- (a) By no later than 15 February, 15 May, 15 August and 15 November each year, *VENCorp* must:
- (1) prepare a *quarterly planning review* in accordance with this clause 5.2.3; and
  - (2) provide each *Participant* and the *Regulator* with a copy of that *quarterly planning review*.
- (b) Each *quarterly planning review* must provide monthly forecasts by *system withdrawal zone* of the matters set out in clause 5.2.3(c) for the twelve month period commencing from:
- (1) 1 April in respect of the *quarterly planning review* provided by *VENCorp* by 15 February under clause 5.2.3(a);
  - (2) 1 July in respect of the *quarterly planning review* provided by *VENCorp* by 15 May under clause 5.2.3(a);
  - (3) 1 October in respect of the *quarterly planning review* provided by *VENCorp* by 15 August under clause 5.2.3(a); and
  - (4) 1 January in respect of the *quarterly planning review* provided by *VENCorp* by 15 November under clause 5.2.3(a).
- (c) *Quarterly planning reviews* prepared by *VENCorp* must include forecasts by *system withdrawal zone* in respect of the following matters:
- (1) most probable peak daily demand and peak hourly demand and when those peak demands will occur;
  - (2) total demand;
  - (3) available and prospective supply and the source of that supply;
  - (4) *transmission system* capacity;
  - (5) storage capacities and inventories;
  - (6) storage operating parameters including but not limited to injection and withdrawal rates and pressures and the sustainability of those rates and pressures; and
  - (7) mismatches between supply, demand and capacity.
- (d) When preparing a *quarterly planning review* *VENCorp* must:
- (1) take into account:
    - (A) the information provided by *Participants* under clauses 5.2.4(b), (c) and (d);

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- (B) anticipated future growth in the demand for gas in Victoria; and
  - (C) committed projects for new or additional *gas production facilities* or *extension* or *expansion* of a *transmission system* or a *distribution pipeline*; and
- (2) subject to clause 5.2.4(f), *publish* the assumptions upon which it bases its *quarterly planning reviews*.
- (e) If *VENCorp* receives any information from *Participants* under clause 5.2.4(e) and that information causes the most recently *published quarterly planning review* to be materially inaccurate, *VENCorp* must update that *quarterly planning review* as soon as practicable, and provide *Participants* with the details of that update.

#### **5.2.4 Participant disclosure obligations**

- (a) All *Participants* must provide to *VENCorp* forecasts in respect of the matters set out in clause 5.2.4(b) as follows:
- (1) annual forecasts for each year in the five year period commencing on 1 January in each year must be provided to *VENCorp* by 30 September in the immediately preceding year; and
  - (2) monthly forecasts for each month in the twelve month period commencing on:
    - (A) 1 April in each year must be provided to *VENCorp* by 15 January in that year;
    - (B) 1 July in each year must be provided to *VENCorp* by 15 April in that year;
    - (C) 1 October in each year must be provided to *VENCorp* by 15 July in that year; and
    - (D) 1 January in each year must be provided to *VENCorp* by 15 October in that year.
- (b) Information supplied by each *Participant* must include forecasts in respect of the following matters, where relevant:
- (1) available and prospective supply available to that *Participant* and the source of that supply;
  - (2) storage capacities and inventory available to that *Participant*;
  - (3) gas supply, storage, transmission and distribution projects, including *pipeline extensions* and *expansions*; and
  - (4) storage operating parameters, including injection and withdrawal rates and pressures and sustainability of those rates and pressures.

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- (c) *Market Customers* and *Distributors* must include the following additional forecasts, where relevant, with the information provided to *VENCorp* under clause 5.2.4(a):
- (1) most probable peak daily demand and peak hourly demand in respect of each *system withdrawal zone*; and
  - (2) anticipated material constraints on the capacity of the *distribution pipeline* in respect of each *system withdrawal zone*, where that constraint is likely to have an effect on the operation of the *transmission system*.
- (d) *Transmission Pipeline Owners* and *Storage Providers* must include the following additional forecasts, where relevant, with the information provided to *VENCorp* under clause 5.2.4(a):
- (1) the availability of *pipeline equipment*;
  - (2) details of any constraints on the availability of *pipeline equipment*;
  - (3) the time and duration of any proposed *maintenance*;
  - (4) full details of the proposed *maintenance*;
  - (5) the longest period likely to be required to recall into operation relevant *pipeline equipment* during the course of *maintenance*; and
  - (6) operational requirements for *maintenance* which is to be performed including:
    - (A) the gas pressure under which the *maintenance* will be performed;
    - (B) gas requirements for testing; and
    - (C) compressor test operations required,
- and this additional information must be provided to *VENCorp* in accordance with clause 5.2.4(a) and also in the form of week-ahead forecasts commencing from Monday in each week which must be provided to *VENCorp* by no later than the immediately preceding Wednesday.
- (e) A *Participant* must notify *VENCorp* as soon as practicable having regard to the nature of the change if it becomes aware of a material change to information previously provided under clauses 5.2.4(b), (c) and (d).
- (f) Subject always to clause 5.2.4(g), information provided to *VENCorp* under this clause 5.2.4 is *confidential information* and is subject to the confidentiality provisions set out in clause 5.4 and *VENCorp* must comply with the confidentiality obligations imposed on *VENCorp* under clause 5.4 when dealing with information provided to it under this clause 5.2.4.
- (g) Nothing in clause 5.2.4(f) is to be read or construed as restricting *VENCorp* from:
- (1) assessing the information provided by *Participants* under this clause 5.2 and including an aggregation of that information in any report which *VENCorp* is required to prepare under this clause 5.2; or

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- (2) preparing, *publishing* or making available any report which it is required to prepare under this clause 5.2.
- (h) *Participants* must provide the information required under this clause 5.2.4 in good faith and must take all reasonable measures to ensure that the information is accurate.

### 5.2.5 Disclosure exemptions

- (a) *VENCorp*, in its absolute discretion, may exempt a *Participant* from all or any of the disclosure obligations under clauses 5.2.4(b), (c) and (d).
- (b) *VENCorp*, in its absolute discretion, may require a *Participant*, who has previously been exempted from the disclosure obligations under clauses 5.2.4(b), (c) and (d), to make all or any of the disclosures required under those clauses.

### 5.2.6 Maintenance planning

- (a) *VENCorp* must, on the basis of information provided to *VENCorp* under clause 5.2.4(d), coordinate all *maintenance* planned by *Transmission Pipeline Owners* or *Storage Providers* to ensure that *system security* is not threatened as a consequence of the unavailability of *pipeline equipment* undergoing *maintenance*.
- (b) *VENCorp*, in consultation with *Pipeline Owners* and *Storage Providers*, must develop, prepare and maintain written operating procedures which must set out relevant information pertaining to the coordination of *maintenance* including:
  - (1) procedures for facilitating the exchange of information; and
  - (2) procedures pursuant to which *Participants* may take offline plant and equipment relevant to the operation of the *market*, including *pipeline equipment*.
- (c) A *Transmission Pipeline Owner* which has provided information under clause 5.2.4(d), concerning time and duration of proposed *maintenance*, must act in accordance with those forecasts unless:
  - (1) those forecasts are updated in the manner specified in the operating procedures more than five days before that *maintenance* is due to commence; or
  - (2) if the update is to occur within five days of the day on which that *maintenance* was due to commence, consent to an update has been obtained from *VENCorp* in the manner specified in the operating procedures.
- (d) If *VENCorp* believes that any *maintenance* proposed by a *Pipeline Owner* or *Storage Provider* will threaten *system security*, *VENCorp* must notify the relevant *Pipeline Owner* or *Storage Provider* accordingly and that *Pipeline Owner* or *Storage Provider* must co-operate with *VENCorp* in good faith to minimise any threat to *system security* which in *VENCorp's* reasonable opinion would be likely to result from that proposed *maintenance*.

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- (e) *VENCorp* may direct a *Pipeline Owner* or *Storage Provider* to cancel, delay or suspend any *maintenance* if in *VENCorp*'s reasonable opinion:
  - (1) the *Pipeline Owner* or *Storage Provider* is conducting or proposing to conduct *maintenance* in a way which does not minimise threats to *system security*; and
  - (2) the relevant *pipeline equipment* will not materially be damaged by deferring that *maintenance*.
- (f) If there is a breakdown, or *VENCorp* reasonably believes there is likely to be a breakdown, of any *pipeline equipment* which *VENCorp* or the relevant *Pipeline Owner* reasonably believes could threaten *system security*, the *Pipeline Owner* or *Storage Provider* which owns that *pipeline equipment* must immediately provide *VENCorp* with:
  - (1) full details of the breakdown, or threatened breakdown; and
  - (2) its planned response to the breakdown, or threatened breakdown,and that *Pipeline Owner* or *Storage Provider* must co-operate with *VENCorp* in good faith to minimise any threat to *system security* which in *VENCorp*'s reasonable opinion would be likely to result from that breakdown.
- (g) If *VENCorp* becomes aware of defective *pipeline equipment*, *VENCorp* must promptly provide all relevant *Pipeline Owners* or *Storage Providers* with full details of the defect.

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## 5.3 MDQ AUTHORISATION

### 5.3.1 Agreement for provision of transportation services

- (a) Prior to the *commencement date*, *VENCorp* and a *Transmission Pipeline Owner* must enter into a *service envelope agreement*, and thereafter must at all times ensure that there is a valid *service envelope agreement* in force between them, under which the *Transmission Pipeline Owner* agrees, amongst other things, to provide to *VENCorp* gas transportation services and *pipeline* capacity by means of the *pipelines* of that *Transmission Pipeline Owner* which form part of the *transmission system* on terms which are not inconsistent with:
- (1) the *access arrangement*, if any, of the *Transmission Pipeline Owner*; and
  - (2) the *Tariff Order*, if applicable.
- (b) A *service envelope agreement* must specify the capacity of the *Transmission Pipeline Owner's pipelines* available for use by *VENCorp* at *system points* on the *pipeline* under various operating conditions.
- (c) If *VENCorp* and a *Transmission Pipeline Owner* are unable to reach agreement (or to continue to agree, as the case may be) for the purposes of entering and maintaining a *service envelope agreement* as required under clause 5.3.1(a), the *Regulator* may refer the matter for resolution by a suitably qualified independent person appointed by the *Regulator* who, in the reasonable opinion of the *Regulator*:
- (1) has an understanding of the gas industry, generally;
  - (2) has an understanding about the roles of both *VENCorp* and the *Transmission Pipeline Owner* in the gas industry operating in Victoria;
  - (3) does not have any interests which could conflict with an impartial resolution of the disagreement; and
  - (4) is appropriate in all the circumstances to hear and resolve the disagreement.
- (d) The independent person appointed by the *Regulator* under clause 5.3.1(c) may request from *VENCorp* and the *Transmission Pipeline Owner* any relevant document, information, statement and other materials that the independent person considers to be reasonably necessary to enable the disagreement to be resolved and *VENCorp* and the *Transmission Pipeline Owner* must promptly comply with all such requests.
- (e) The independent person appointed by the *Regulator* under clause 5.3.1(c) must do all things reasonably necessary to resolve the disagreement within thirty *business days* of referral of the matter by the *Regulator*, if necessary by making a decision about the manner in which the unresolved matter is to be addressed in the *service envelope agreement* between the parties.

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- (f) *VENCorp* and the *Transmission Pipeline Owner* must ensure that the resolution of the disagreement by the independent person appointed by the *Regulator* under clause 5.3.1(c) is reflected in a *service envelope agreement* which is duly entered between them within five *business days* of the resolution of the disagreement under clause 5.1.3(e) and if they fail to enter into or modify an existing *service envelope agreement* which reflects the resolution by the independent person, the *Regulator* may arrange for an appropriate agreement to be prepared which:
    - (1) reflects the resolution of the disagreement by the independent person; and
    - (2) if there was an existing *service envelope agreement*, reflects the provisions of the existing *service envelope agreement* to the extent that those provisions have not been modified by agreement between *VENCorp* and the *Transmission Pipeline Owner* or the subject of a disagreement between *VENCorp* and the *Transmission Pipeline Owner* under clause 5.3.1(c).
  - (g) If the *Regulator* arranges for a *service envelope agreement* to be prepared or modified under clause 5.3.1(f):
    - (1) the *Regulator* must send the completed *service envelope agreement* to *VENCorp* and the *Transmission Pipeline Owner*, respectively, as soon as practicable; and
    - (2) *VENCorp* and the *Transmission Pipeline Owner* must execute that *service envelope agreement* within 5 *business days* of receiving it from the *Regulator*.
  - (h) The independent person is to be appointed by the *Regulator* under clause 5.3.1(c) to act as an expert and not as an arbitrator and the rules of evidence do not apply.
  - (i) If, at the time of any disagreement between *VENCorp* and the *Transmission Pipeline Owner* under clause 5.3.1(c), there is a *service envelope agreement* in place between *VENCorp* and the *Transmission Pipeline Owner* or a *service envelope agreement* has recently expired or terminated, that existing or previous *service envelope agreement*, as the case may be, is deemed to continue to have full force and effect between *VENCorp* and the *Transmission Pipeline Owner* until a new or modified *service envelope agreement* has been entered between them.

### 5.3.2 Initial allocation of authorised MDQ

- (a) Prior to the *commencement date*, *VENCorp* must allocate *authorised MDQ* as follows:
  - (1) a *Customer* is to be allocated *authorised MDQ* in respect of all quantities of gas which it withdraws at a *tariff V withdrawal point*; and
  - (2) a *Customer* is to be allocated *authorised MDQ* in respect of gas which it withdraws at a *tariff D withdrawal point* on the basis of past and/or existing contractual arrangements, or on some other basis that *VENCorp* reasonably considers to be appropriate in all the circumstances.

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- (b) Within a reasonable period after the allocation of *authorised MDQ* under clause 5.3.2(a)(2), *VENCorp* must prepare and make available to all *Market Participants* and *Customers* who withdraw gas at a *tariff D withdrawal point* a report which describes the methodology applied by *VENCorp* in making that allocation of *authorised MDQ*.
  - (c) *VENCorp* must notify:
    - (1) each *Retailer* whose *Customers* are allocated *authorised MDQ* under clause 5.3.2(a)(2) of the *authorised MDQ* allocation made to each of its *Customers*; and
    - (2) each *Market Customer* who is allocated *authorised MDQ* under clause 5.3.2(a)(2) of the *authorised MDQ* allocation made to that *Market Customer*.
  - (d) A *Retailer* who sells gas to *Customers* to whom *authorised MDQ* is allocated under clause 5.3.2(a)(2) must notify each of its *Customers* in respect of whom gas is withdrawn at a *tariff D withdrawal point* of that *Customer's authorised MDQ*.
  - (e) *VENCorp* must advise a *Customer* of that *Customer's authorised MDQ* on request by that *Customer*.
  - (f) Subject to clauses 5.3.2(c), (d) and (e) and clause 5.3.3(e), information relating to *authorised MDQ*, including the identity of the *Customer* or person to whom it has been allocated, is *confidential information*.
  - (g) If a *Customer* changes the *Retailer* from whom it purchases gas, the *Customer's authorised MDQ* allocated under clauses 5.3.2 or 5.3.4:
    - (1) remains assigned to that *Customer*; and
    - (2) is not varied,as a result of the change of *Retailer*.
  - (h) *VENCorp* must, within one year after the *commencement date*, review the appropriateness of allocating *authorised MDQ* in respect of all gas quantities withdrawn from *tariff V withdrawal points* in accordance with clause 5.3.2(a)(1).

### 5.3.3 Subsequent allocations of authorised MDQ - pipeline extensions or expansions

- (a) If a *Transmission Pipeline Owner* extends or expands, or proposes to extend or expand, its *pipeline* or *pipelines* other than in accordance with its obligations under its *service envelope agreement* and its *access arrangement*, if any, it must consult with *VENCorp* for the purposes of reaching agreement with *VENCorp* as to the increase in capacity of the relevant *pipeline* which results from the *extension* or *expansion*.
- (b) *VENCorp* must allocate:
  - (1) such quantity of additional *authorised MDQ* which is made available by an *extension* or *expansion* of a kind referred to in clause 5.3.3(a);

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- (2) to such persons; and
  - (3) for use within such specified *withdrawal zones*,  
for such period as the relevant *Transmission Pipeline Owner* directs.
- (c) Subject to clause 5.3.4(a), *VENCorp* must not allocate *authorised MDQ* made available by an *extension* or *expansion* of the kind referred to in clause 5.3.3(a), except in accordance with a direction of the relevant *Transmission Pipeline Owner* under clause 5.3.3(b).
  - (d) If additional *authorised MDQ* has been allocated by *VENCorp* at the direction of a *Transmission Pipeline Owner* under 5.3.3(b), *VENCorp* and the *Transmission Pipeline Owner* must, as soon as practicable thereafter, modify an existing *service envelope agreement*, to reflect that additional allocation of *authorised MDQ* and if they are unable to agree, the provisions of clauses 5.3.1(c) to (i), inclusive, are to apply.
  - (e) If a *Retailer* holds *authorised MDQ* originally allocated under this clause 5.3.3 and that *Retailer* wishes to attribute that *authorised MDQ* to withdrawals of gas by any one or more of its *Customers*, that *Retailer* must give prior notice to *VENCorp* of the *Customers* to whom that *authorised MDQ* is to be attributed and the location of the *delivery points* from which those *Customers* will withdraw gas.
  - (f) Subject to clause 5.3.3(g), if a *Retailer* has notified *VENCorp* under clause 5.3.3(e) that it wishes to attribute *authorised MDQ* originally allocated under this clause 5.3.3, to any one or more of its *Customers*, that *Retailer*:
    - (1) will be liable for any *uplift payments* which are payable in respect of a *trading interval* as a result of any one or more of those *Customers* withdrawing gas in that *trading interval* in excess of the *authorised MDQ* attributed to that *Customer*; or
    - (2) may agree with *VENCorp* that to the extent that any one or more of that *Retailer's Customers* who withdraw gas using that *authorised MDQ* exceed the amount of *authorised MDQ* attributed to them in any *trading interval*, neither the *Retailer* nor those *Customers* will be liable for payment of *uplift payments* if those *Customers' aggregate* withdrawals of gas are below the aggregate amount of *authorised MDQ* held by that *Retailer* which was originally allocated under this clause 5.3.3.
  - (g) *VENCorp* may agree under clause 5.3.3(f)(2) to allow a *Retailer* who attributes *authorised MDQ* originally allocated under clause 5.3.3 to withdrawals of gas made by any one or more of its *Customers*, to aggregate withdrawals of gas made by those *Customers* in respect of that attributed *authorised MDQ* if, in *VENCorp's* reasonable opinion, that alternative is more practicable, taking into consideration the feasibility and complexity of determining the extent to which a *Customer* withdraws gas in excess of the *authorised MDQ* attributed to that *Customer*.
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**5.3.4 Subsequent allocations and deemed allocations of authorised MDQ - other circumstances**

- (a) A *Customer* who withdraws gas at a *tariff V withdrawal point* is deemed to be allocated *authorised MDQ* to the extent of all withdrawals of gas by that *Customer* at that *tariff V withdrawal point*.
- (b) If a *Customer* who has an *authorised MDQ* in respect of withdrawals of gas by that *Customer* at a *tariff V withdrawal point* becomes (without changing its location) a *Customer* who withdraws gas at a *tariff D withdrawal point*, *VENCorp* is to set the *authorised MDQ* of that *Customer* in a manner which, in *VENCorp*'s reasonable opinion, is fair and equitable.
- (c) A *Customer* who proposes to inject a quantity of gas into the *transmission system* at a *system injection point* other than one located in Longford may request *VENCorp* to allocate to it *authorised MDQ* in respect of a *delivery point* or *delivery points* and, if *VENCorp* determines there is sufficient capacity available within the *transmission system* to accommodate that request, *VENCorp* must allocate *authorised MDQ* to that *Customer* in accordance with the request, subject to such conditions as *VENCorp* reasonably determines.
- (d) Where there is available capacity on a *pipeline* up to the level described in the *service envelope agreement* in respect of which *VENCorp* has not allocated *authorised MDQ*, *VENCorp* must allocate *authorised MDQ* up to that available capacity to any *Customer* or prospective *Customer* who seeks an allocation of *authorised MDQ* in respect of a *delivery point*, in accordance with this clause 5.3.4.
- (e) *VENCorp* must allocate *authorised MDQ* under clause 5.3.4(d) as follows:
  - (1) if there is sufficient available *authorised MDQ* to satisfy the requirements of all *Customers* or prospective *Customers* who have requested an allocation of *authorised MDQ*, *VENCorp* must allocate the available *authorised MDQ* to each of those *Customers* or prospective *Customers* in respect of a *delivery point* at which each of those *Customers* or prospective *Customers* withdraws gas, in accordance with their requirements; and
  - (2) if there is insufficient available *authorised MDQ* to satisfy the requirements of all *Customers* or prospective *Customers* who have requested an allocation of *authorised MDQ*, *VENCorp* must conduct an auction amongst all *Customers* or prospective *Customers* from whom *VENCorp* has received requests for *authorised MDQ* and allocate the available *authorised MDQ* to the *Customer* or prospective *Customer* who offers the highest amount for that *authorised MDQ* and that allocation of *authorised MDQ* will be effective in respect of a *delivery point* at which that *Customer* or prospective *Customer* withdraws gas.
- (f) *VENCorp* may develop procedures pursuant to which it will allocate available *authorised MDQ* under clause 5.3.4(d).

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- (g) All monies received by *VENCorp* from an auction conducted in accordance with clause 5.3.4(e) are to be used by *VENCorp* to offset its costs for the next *financial year* calculated in accordance with the *Tariff Order*.
- (h) This clause 5.3.4, and the principles and procedures *VENCorp* develops and applies to effect an allocation of available *authorised MDQ*, comprise the queuing policy of *VENCorp* as required under the *Access Code*.

### **5.3.5 Trading authorised MDQ**

- (a) An allocation of *authorised MDQ* received under clause 5.3.2 or 5.3.4 is valid only for withdrawals of gas made at the *delivery point* in respect of which it was first allocated.
- (b) If a person who has received *authorised MDQ* originally allocated under clause 5.3.3 wishes to transfer that *authorised MDQ* to another person who will withdraw certain quantities of gas at a *delivery point*, *VENCorp* must advise each of those persons of the amount of *authorised MDQ* which will be attributed to the transferee for withdrawals of gas by that transferee at that *delivery point*.

### **5.3.6 Loss of authorised MDQ**

If a person to whom *authorised MDQ* has been allocated under clause 5.3.2 or 5.3.4 is disconnected from the *transmission system* or a *distribution pipeline*, that person's entitlement to the *authorised MDQ* which was allocated to it in respect of the *delivery point* from which it has been disconnected, will revert to *VENCorp* for reallocation to other persons in accordance with clause 5.3.4.

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## 5.4 CONFIDENTIALITY

### 5.4.1 Confidentiality

- (a) Each *Participant* and *VENCorp* must keep confidential any *confidential information* which comes into the possession or control of that *Participant* or *VENCorp* of which the *Participant* or *VENCorp* (as the case may be) becomes aware.
- (b) A *Participant* and *VENCorp*:
  - (1) must not disclose *confidential information* to any person except as permitted by these Rules;
  - (2) must only use or reproduce *confidential information* for the purpose for which it was disclosed or another purpose contemplated by these Rules; and
  - (3) must not permit unauthorised persons to have access to *confidential information*.
- (c) Each *Participant* and *VENCorp* must use all reasonable endeavours:
  - (1) to prevent unauthorised access to *confidential information* which is in the possession or control of that *Participant* or *VENCorp* (as the case may be); and
  - (2) to ensure that any person to whom it discloses *confidential information* observes the provisions of this clause 5.4 in relation to that information.
- (d) Without limiting the provisions of clauses 5.4.1(a), (b) and (c), each *Participant* which is a *Distributor* must not disclose *confidential information* relating to a *Retailer* which is not a *related body corporate* of that *Distributor* to a *Retailer* which is a *related body corporate* of the *Distributor*.

### 5.4.2 Exceptions

This clause 5.4 does not prevent:

- (a) the disclosure, use or reproduction of information if the relevant information is at the time generally and publicly available other than as a result of breach of confidence by the *Participant* or *VENCorp* who wishes to disclose, use or reproduce the information or any person to whom the *Participant* or *VENCorp* (as the case may be) has disclosed the information;
- (b) the disclosure of information by a *Participant* or *VENCorp* or by persons to whom the *Participant* or *VENCorp* (as the case may be) has disclosed that information to:
  - (1) an employee or officer of the *Participant* or a *related body corporate* (other than a *related body corporate* of the *Retailer*) of the *Participant*; or

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- (2) a legal or other professional adviser, auditor or other consultant of the *Participant* or *VENCorp* (as the case may be),

which requires the information for the purposes of these Rules, or for the purpose of advising the *Participant* or *VENCorp* in relation these Rules;

- (c) the disclosure, use or reproduction of information with the consent of the person or persons who provided the relevant information under these Rules;
- (d) the disclosure, use or reproduction of information to the extent required by law or by a lawful requirement of:
  - (1) any *government authority* having jurisdiction over a *Participant* or *VENCorp* or its *related bodies corporate*; or
  - (2) any stock exchange having jurisdiction over a *Participant* or *VENCorp* or its *related bodies corporate*;
- (e) the disclosure, use or reproduction of information if required in connection with legal proceedings, arbitration, expert determination or other dispute resolution mechanism relating to these Rules, or for the purpose of advising a person in relation thereto;
- (f) the disclosure, use or reproduction of information which is trivial in nature;
- (g) the disclosure of information which is required to protect the safety of personnel or equipment;
- (h) the disclosure, use or reproduction of information by or on behalf of a *Participant* or *VENCorp* to the extent reasonably required in connection with the *Participant's* or *VENCorp's* financing arrangements (as the case may be), investment in a *Participant* or a disposal of a *Participant's* assets;
- (i) the disclosure of information to the *Regulator* or any other regulatory authority having jurisdiction over a *Participant*, pursuant to these Rules or otherwise;
- (j) the disclosure, use or reproduction of information of an historical nature in connection with the preparation and giving of reports under these Rules; or
- (k) the disclosure, use or reproduction of information as an unidentifiable component of an aggregate sum.

### 5.4.3 Conditions

In the case of a disclosure under clause 5.4.2(b), 5.4.2(e) or 5.4.2(h) prior to making the disclosure the *Participant* or *VENCorp* (as the case may be) who wishes to make the disclosure must inform the proposed recipient of the information that it is *confidential information* and must take appropriate precautions to ensure that the recipient keeps the information confidential in accordance with the provisions of this clause 5.4 and does not use the information for any purpose other than that permitted under clause 5.4.1.

### 5.4.4 Indemnity to VENCORP

Each *Participant* indemnifies *VENCorp* against any claim, action, damage, loss, liability, expense or outgoing which *VENCorp* pays, suffers, incurs or is liable for in respect of any

breach by that *Participant* or any officer, agent or employee of that *Participant* of this clause 5.4.

#### **5.4.5 Survival**

Notwithstanding any other provision of these Rules, a person must continue to comply with this clause 5.4 for three years after it has ceased to be a *Participant*.

#### **5.4.6 VENC Corp information**

*VENC Corp* must develop and, to the extent practicable, implement a policy:

- (a) to protect information which it acquires pursuant to the *VENC Corp* functions from use or access which is contrary to the provisions of these Rules;
- (b) to protect information which is commercially sensitive from use or access by members of the board of directors of *VENC Corp* who are officers, directors or employees of a *Participant*; and
- (c) to disseminate such information in accordance with its rights, powers and obligations in a manner which promotes the orderly operation of the *market*.

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## **CHAPTER 6. INTERVENTION AND MARKET SUSPENSION**

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## 6.1 OVERVIEW

### 6.1.1 Scope of chapter 6

This chapter 6 sets out the rules which determine:

- (a) the procedures which must be established by *VENCorp* and *Participants* to ensure that they are able to take all necessary actions in an *emergency*;
- (b) the procedures to be followed by *VENCorp* and *Participants* in an *emergency*;
- (c) the procedures which are to take effect in the event of a threat to *system security*;
- (d) the circumstances and manner in which *VENCorp* may *intervene* or suspend the *market*; and
- (e) the manner in which *Participants* will be compensated following *intervention* in or suspension of the *market* by *VENCorp*.

### 6.1.2 Preparation and responses

- (a) *VENCorp* is responsible for giving directions and co-ordinating the actions which are to be taken by *Participants* when:
  - (1) there is an *emergency*;
  - (2) there is a threat to *system security*;
  - (3) there is an event of *force majeure*; or
  - (4) the *market* is suspended.
- (b) *Participants* acknowledge that:
  - (1) the conveyance of gas through the *transmission system* involves risks to public safety and property and therefore that the provisions of this chapter 6 are appropriate and reasonable;
  - (2) in an *emergency* their business interests will be subordinate to the need for *VENCorp* to implement *emergency procedures* in accordance with clause 6.2.2 and to make declarations and issue *emergency directions* under clause 6.5; and
  - (3) in an *emergency*, *VENCorp* may issue *emergency directions* and require gas injections to be made into, or withdrawals of gas to be taken from, the *transmission system* to be varied in accordance with this chapter 6 even though those injections or withdrawals are not made in accordance with the remainder of these Rules.

### 6.1.3 Liability and discretion of *VENCorp*

- (a) No conduct by *VENCorp* or a *Participant*:
  - (1) in the event of:
    - (A) a threat to *system security*; or

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- (B) an *emergency*; or
  - (C) an event of *force majeure*; or
  - (D) suspension of the *market*;
- (2) in compliance with *emergency procedures*; or
  - (3) in accordance with this chapter 6,

will constitute a breach of the remainder of these Rules or the *Access Code* or the *access arrangement* of any *Pipeline Owner*, and in particular *VENCorp* will not be liable for any loss incurred by a *Participant* as a result of any action taken by *VENCorp* under this chapter 6.

- (b) Nothing in this chapter 6 is to be taken to limit the ability of *VENCorp* to take any action or procedure under this chapter 6 which *VENCorp* considers in its absolute discretion to be necessary to protect the public or property.

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## 6.2 EMERGENCIES

### 6.2.1 Emergency

- (a) An *emergency* will be deemed to occur when:
  - (1) *VENCorp* reasonably believes there to be a situation which may:
    - (A) threaten the personal safety of any person;
    - (B) cause material damage to the *transmission system*;
    - (C) cause material damage to a *distribution pipeline* and impact on the operation of the *transmission system* or the *market*;
    - (D) cause material damage to any property, plant or equipment; or
    - (E) constitute a threat to *system security*,and *VENCorp* in its absolute discretion considers that the situation is an *emergency* and declares there to be an *emergency*; or
  - (2) the Governor in Council or the *Minister* proclaims or declares there to be an *emergency* under Part 6A of the *Gas Industry Act*; or
  - (3) the *Office of Gas Safety* issues a direction under section 149 of the *Gas Industry Act*.
- (b) An escape of gas is not itself an *emergency* but an escape of gas may be a circumstance which gives rise to an *emergency*.
- (c) A *Participant* must notify *VENCorp* as soon as practicable of:
  - (1) any event or situation of which the *Participant* becomes aware where, in the reasonable opinion of the *Participant*, that event or situation is of a kind described in clause 6.2.1(a)(1); and
  - (2) any action taken by the *Participant* under its *safety plan* and *safety procedures* or otherwise in response to that event or situation.
- (d) *VENCorp* may specify procedures from time to time for communicating to *Participants* the existence of an *emergency* and all relevant information relating to the *emergency*.
- (e) Subject to clause 6.2.1(f), the existence of an *emergency* under clause 6.2.1(a)(1) will be determined by *VENCorp* in its absolute discretion, irrespective of the cause of the *emergency*, and whether *VENCorp* or any other person has caused or contributed to the *emergency*.
- (f) Notwithstanding any other provision of this clause 6.2, *Participants* and *VENCorp* acknowledge that the *Office of Gas Safety* may give directions which override an *emergency direction* given by *VENCorp*.
- (g) Each *Participant* must use its best endeavours to ensure that its *safety plan* (if any) permits it to comply with *emergency directions*.

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- (h) An *emergency* will continue until such time as *VENCorp* determines that the *emergency* has ended.
- (i) When an *emergency* has ended in accordance with clause 6.2.1(h), *VENCorp* must notify all *Participants* that the *emergency* has ended.

### 6.2.2 Emergency procedures

- (a) *Emergency procedures* are the procedures to be taken by or at the direction of *VENCorp* to:
  - (1) re-establish *system security*;
  - (2) avert or reduce the scale of an *emergency*;
  - (3) reduce the probability or probable scale of an *emergency*;
  - (4) prepare for the occurrence of an *emergency*; and
  - (5) restore gas supply and normal operation of the *transmission system* in the event of an *emergency*.
- (b) *Emergency procedures* may require a *Participant* to take action, or not to take action, in accordance with *emergency directions* given by *VENCorp*.
- (c) Subject to clause 6.2.2(d), *VENCorp* must, in consultation with the *Minister*, the *Office of Gas Safety* and *Participants*:
  - (1) prepare; and
  - (2) review from time to time,a document which sets out the *emergency procedures*.
- (d) *VENCorp* must ensure that to the extent that the *emergency procedures* may affect *Participants* or require *Participants* to take or refrain from taking certain actions, the *emergency procedures* developed and reviewed by *VENCorp* under clause 6.2.2(c) are consistent with the *safety plans* of *Participants*.
- (e) *VENCorp* must make available the *emergency procedures* to each *Participant* within seven days after each occasion on which the *emergency procedures* have been updated.

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## 6.3 EMERGENCY PLANNING BY PARTICIPANTS

### 6.3.1 Participant emergency contacts

- (a) Each *Participant* must provide *VENCorp* with:
  - (1) a single telephone number and facsimile number at which a representative of the *Participant* is contactable by *VENCorp*, 24 hours a day; and
  - (2) the name and title of the *Participant's* representative who is contactable at those numbers.
- (b) The representative of each *Participant* must be a person having appropriate authority and responsibility within the *Participant's* organisation to act as the primary contact for *VENCorp* in the event of an *emergency*.
- (c) Each *Participant* must immediately notify *VENCorp* of a change to the details required under clause 6.3.1(a) and where possible in advance.

### 6.3.2 Participant procedures

- (a) To the extent that:
  - (1) a *Participant* is not required to have its own *safety plan*; or
  - (2) a *Participant's safety plan* does not provide for the *Participant* to respond to all events and situations included in clause 6.2.1(a),that *Participant* must establish and maintain its own internal *safety procedures* necessary to enable it and, where relevant, its *Customers* to comply with *emergency directions* and this chapter 6.
- (b) Each *Participant* must ensure that the *safety procedures* it establishes under clause 6.3.2(a) are consistent with the *emergency procedures* and its *safety plan* (if any).

### 6.3.3 Emergency procedures awareness

- (a) Each *Participant* must at all times ensure that all of its relevant officers and staff and, where relevant, its *Customers*, are familiar with the *emergency procedures* and the *Participant's safety procedures*.
- (b) For the purposes of clause 6.3.3(a), relevant officers and staff are those whose functions or areas of responsibility are such that they are likely to be required to make decisions or take action in an *emergency*.

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## 6.4 EMERGENCY CURTAILMENT OF CUSTOMERS

### 6.4.1 Distribution Customers - curtailment information

- (a) Subject always to the requirement that a *Distributor* must use its best endeavours to provide information to *VENCorp* under this clause 6.4.1 in a way that does not reveal the identity of a *Customer*, each *Distributor* must provide information to *VENCorp* in accordance with clause 6.4.1(b), for each *transfer point* relating to that *Distributor's distribution pipelines*, by no later than the *commencement date* and thereafter by no later than 28 February in each year.
- (b) Unless otherwise agreed by *VENCorp*, the list provided to *VENCorp* under clause 6.4.1(a) must set out for each *transfer point* referred to in clause 6.4.1(a):
  - (1) the *system withdrawal zone* in which that *transfer point* is located;
  - (2) the name and address of the *Distributor* on whose *distribution pipeline* that *transfer point* is located;
  - (3) a single telephone number and facsimile number at which one or more representatives of the *Distributor* having appropriate authority and responsibility within the *Distributor's* organisation to act as the primary contact for *VENCorp* in the event of an *emergency*, are contactable by *VENCorp*, 24 hours a day and the name and title of those representatives of the *Distributor* who are contactable at those numbers;
  - (4) the number of *Distribution Customers* which withdraw gas from any *distribution delivery point* on the *Distributor's distribution pipelines* after that gas has passed through each of those *transfer points*;
  - (5) the aggregate size of demand of all *Distribution Customers* represented by that *transfer point*;
  - (6) the type of demand of all *Distribution Customers* represented by that *transfer point*; and
  - (7) the time it would take to implement *curtailment* in respect of the *Distribution Customers* represented by that *transfer point*.
- (c) Each *Distributor* must immediately notify *VENCorp* of a change to the details required under clause 6.4.1(b) and where possible in advance.

### 6.4.2 Transmission Customers - curtailment information

- (a) By no later than the *commencement date* and thereafter by no later than 28 February in each year, each *Transmission Customer* must provide to *VENCorp* the information set out in clause 6.4.2(b) and if that *Transmission Customer* is not a *Market Customer*, then the *Transmission Customer* must arrange for the *Retailer* from whom it purchases gas to provide that information on its behalf.

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- (b) The information to be provided to *VENCorp* under clause 6.4.2(a) must set out:
    - (1) the name and address of the *Transmission Customer*;
    - (2) a single telephone number and facsimile number at which a representative of the *Transmission Customer* is contactable by *VENCorp*, 24 hours a day;
    - (3) the name and title of the *Transmission Customer's* representative who is contactable at those numbers and is a person having appropriate authority and responsibility within the *Transmission Customer's* organisation to act as the primary contact for *VENCorp* in the event of an *emergency*;
    - (4) the *system withdrawal zone* in which that *transmission delivery point* is located;
    - (5) the maximum daily and hourly quantity of the *Transmission Customer*;
    - (6) the type of demand of the *Transmission Customer*;
    - (7) the time it would take to implement *curtailment* in respect of that *Transmission Customer*; and
    - (8) the minimum required pressure at the *transmission delivery point*.
  - (c) The person responsible for providing the information to *VENCorp* under clause 6.4.2(a) must immediately notify *VENCorp* of a change to the details required under clause 6.4.2(b) and where possible in advance.

### 6.4.3 Emergency curtailment list

- (a) Subject to clause 6.4.3(d) *VENCorp* must, by the end of March in each year prepare an *emergency curtailment list* which:
  - (1) is to be based on the information received from *Distributors* under clause 6.4.1;
  - (2) is to incorporate the information provided to *VENCorp* by or on behalf of each *Transmission Customer* under clause 6.4.2 in respect of the *transmission delivery points* at which those *Transmission Customers* withdraw gas; and
  - (3) must set out, by *system withdrawal zone*, the order in which the supply of gas to *Customers*, including *Transmission Customers*, will be *curtailed*.
- (b) *VENCorp* must make available to each *Distributor* and *Transmission Customer* a document which sets out categories of *Customers* in the order in which each of those categories of *Customers* would be *curtailed* in an *emergency*.
- (c) *VENCorp* must keep all *Customers*, including *Transmission Customers*, informed of any changes made to the document made available under clause 6.4.3(b).
- (d) *VENCorp* must at all times ensure that it does not release any information or document under this clause 6.4 which reveals the demand for or consumption of gas by any *Customer*.

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## 6.5 RESPONSE TO AN EMERGENCY

### 6.5.1 Declarations and directions in an emergency

- (a) When an *emergency* arises, *VENCorp* must:
  - (1) inform the *Office of Gas Safety*, if *VENCorp* reasonably anticipates that the *emergency* may have implications for safety;
  - (2) inform *Participants*, as soon as reasonably practicable, of the commencement, nature, extent and expected duration of the *emergency* and the way in which *VENCorp* reasonably anticipates it will act in response to the *emergency*; and
  - (3) keep *Participants* informed of any material changes in the nature, extent and expected duration of an *emergency*.
- (b) Upon being informed of an *emergency*, each *Participant* must advise all relevant officers and staff (as defined in clause 6.3.3(b)) and, where relevant, its *Customers*, of the existence and nature of the *emergency*.
- (c) During an *emergency*:
  - (1) *VENCorp* may, subject to clause 6.6.4(a), issue such *emergency directions* as it reasonably considers necessary:
    - (A) in accordance with the *emergency procedures*; and
    - (B) if the *Minister* and/or *Office of Gas Safety* direct or agree, other than in accordance with the *emergency procedures*; and
  - (2) each *Participant* must, subject to clause 6.5.1(e):
    - (A) comply with its *safety plan* (if any), *safety procedures* (if any), the *emergency procedures* applicable to the *Participant* in the circumstances, this chapter 6, and all *emergency directions* given by *VENCorp*;
    - (B) comply with the requirements of clauses 6.5.2 and 6.5.3 in relation to the injection and withdrawal of gas to and from the *transmission system*; and
    - (C) cooperate with *VENCorp* to enable *VENCorp* to implement the *emergency procedures*.
- (d) Where relevant, a *Participant* must use its reasonable endeavours to ensure that during an *emergency*, its *Customers* act in a manner which enables that *Participant* to comply with all its obligations under this chapter 6.
- (e) Where there is any conflict between:
  - (1) the requirements of a *Participant's safety procedures*;

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- (2) the *emergency procedures* applicable to the *Participant* in the circumstances;
  - (3) this chapter 6; and
  - (4) an *emergency direction* given by *VENCorp*,
- VENCorp* must decide which of those requirements or part of those requirements is to prevail.

### 6.5.2 Injection controls

- (a) In an *emergency*, *VENCorp* may in its absolute discretion issue an *emergency direction* requiring one or more *Participants* to:
  - (1) keep *VENCorp* informed of the maximum and minimum rates at which, and/or quantities in which, gas can be injected into the *transmission system* by the *Participant* at all relevant *system injection points* at such times or over such periods as *VENCorp* may specify; and
  - (2) take all steps available to the *Participant* to increase the maximum rates and/or quantities, or decrease the minimum rates and/or quantities, referred to in clause 6.5.2(a)(1), including but not limited to the deferral of *maintenance* or other works.
- (b) In an *emergency*, each *Participant* must comply with all *emergency directions* given by *VENCorp* to inject gas into the *transmission system* in such quantities and at such rates as *VENCorp* may specify, within the minimum and maximum quantities or rates which are available to the *Participant*, irrespective of the commercial terms of those supplies, and irrespective of the quantities of gas being withdrawn from the *transmission system* by the *Participant* at that time.
- (c) For a period of up to and including two years from the *commencement date*, *VENCorp* may make contractual arrangements with persons who are not *Participants* pursuant to which those persons will inject gas into the *transmission system* in an *emergency*, providing that the contract price of such gas must not exceed *VoLL*.
- (d) Subject to clause 6.5.2(c), where *VENCorp* makes an arrangement under clause 6.5.2(c) with a person with whom a *Participant* has contracted to purchase gas, the following provisions apply to ensure that quantities of gas injected are treated as injected under that contract (insofar as those quantities of gas are capable of being treated as injected under that contract):
  - (1) *VENCorp* agrees that it enters into the arrangement with the non-*Participant* as agent of the *Participant*, but *VENCorp* will not be liable to the non-*Participant* under the contract;
  - (2) each *Participant* appoints *VENCorp* as agent for the purposes of this clause 6.5.2(d) and authorises *VENCorp* to notify the non-*Participant* of the appointment; and

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- (3) the amount which *VENCorp* is required to pay the non-*Participant* in respect of an injection called under this clause 6.5.2 is the greater of:
    - (A) the applicable *market price* during the *trading intervals* in which that non-*Participant* injected gas; and
    - (B) the amount payable by *VENCorp* to that non-*Participant* in respect of the gas it has injected in accordance with the contract.
  - (e) Subject to clause 6.5.2(c), to the extent that the *market price* applicable during any *trading interval* in which the non-*Participant* injected gas is lower than the amount payable by *VENCorp* to the non-*Participant* under the contract, the shortfall is to be paid to *VENCorp* by *Market Participants* who withdrew gas in those *trading intervals* as though the *compensation panel* has determined that compensation is payable to that non-*Participant* and the compensation payable is to be calculated in accordance with clause 3.6.6(b).

### 6.5.3 Withdrawal controls

- (a) In an *emergency*, *VENCorp* may in its absolute discretion issue an *emergency direction* requiring one or more *Participants* to:
  - (1) keep *VENCorp* informed of the maximum and minimum rates at which, and/or quantities in which, gas can be withdrawn from the *transmission system* by the *Participant* at all relevant *system withdrawal points* at such times or over such periods as *VENCorp* may specify; and
  - (2) take all steps available to the *Participant* to increase the maximum rates and/or quantities, or decrease the minimum rates and/or quantities, referred to in clause 6.5.3(a)(1), including but not limited to the deferral of *maintenance* or other works.
- (b) In an *emergency*, each *Participant* must comply with all *emergency directions* given by *VENCorp* to withdraw gas from the *transmission system* in such quantities and at such rates as *VENCorp* may specify, within the minimum and maximum quantities or rates which are available to the *Participant*, irrespective of the commercial terms of those supplies, and irrespective of the quantities of gas being injected into the *transmission system* by the *Participant* at that time.
- (c) For a period of up to and including two years from the *commencement date*, *VENCorp* may make contractual arrangements with persons who are not *Participants* pursuant to which those persons will withdraw gas from the *transmission system* in an *emergency*, providing that the contract price of such gas must not exceed *VoLL*.

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- (d) Subject to clause 6.5.3(c), where *VENCorp* makes an arrangement under clause 6.5.3(c) with a person with whom a *Participant* has contracted to sell gas, the following provisions apply to ensure that quantities of gas withdrawn are treated as withdrawn under that contract (insofar as those quantities of gas are capable of being treated as withdrawn under that contract):
- (1) *VENCorp* agrees that it enters into the arrangement with the non-*Participant* as agent of the *Participant*, but *VENCorp* will not be liable to the non-*Participant* under the contract;
  - (2) each *Participant* appoints *VENCorp* as agent for the purposes of this clause 6.5.3(d) and authorises *VENCorp* to notify the non-*Participant* of the appointment; and
  - (3) the amount which a non-*Participant* is required to pay *VENCorp* in respect of a withdrawal called under this clause 6.5.3 is the lower of:
    - (A) the applicable *market price* during the *trading intervals* in which that non-*Participant* withdrew gas; and
    - (B) the amount payable by that non-*Participant* in respect of the gas it has withdrawn in accordance with the contract.
- (e) Subject to clause 6.5.3(c), to the extent that the *market price* applicable during any *trading interval* in which the non-*Participant* withdrew gas is greater than the amount payable for that gas by the non-*Participant* under the contract, the shortfall is to be paid to *VENCorp* by *Market Participants* who withdrew gas in those *trading intervals* as though the *compensation panel* has determined that compensation is payable to that non-*Participant* and the compensation payable is to be calculated in accordance with clause 3.6.6(b).

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## 6.6 SYSTEM SECURITY THREAT

### 6.6.1 Notice of threat to system security

- (a) If *VENCorp* believes that a threat to *system security* is indicated either by:
- (1) the *planning reviews* prepared by *VENCorp* under clause 5.2; or
  - (2) a *preliminary operating schedule* or *final operating schedule* prepared under clause 3.1.12; or
  - (3) any other fact or circumstance of which *VENCorp* becomes aware,
- then it must provide to *Participants* without delay details of that threat to *system security* including *VENCorp's* estimate of:
- (4) the nature and general magnitude of the threat to *system security*, including an estimate of the likely duration of the threat to *system security* and the likely shortfall in gas supplies likely to occur during that period;
  - (5) the latest time *VENCorp* will need to *intervene* in the market if the threat to *system security* does not subside without *intervention* by *VENCorp*; and
  - (6) the *system withdrawal zones* within the *transmission system* in which the threat to *system security* is likely to be located.
- (b) If *VENCorp* provides *Participants* with details under clause 6.6.1(a) regarding a threat to *system security*, *VENCorp* may issue a notice requiring each *Participant* to provide to *VENCorp* the *Participant's* best estimates of the following:
- (1) the ability of that *Participant* to reschedule planned outages of plant and equipment, including *maintenance* and other works, which would enable additional injections and/or withdrawals of gas to be made;
  - (2) the ability of that *Participant* to inject *off-specification* gas into the *transmission system*;
  - (3) the period of notice which that *Participant* will require before additional injections and withdrawals under clauses 6.6.1(b)(1) and (2) could be made; and
  - (4) the costs which that *Participant* will incur in facilitating or implementing an injection or withdrawal under clauses 6.6.1(b)(1) and (2).
- (c) A *Participant* must not unreasonably withhold information required by *VENCorp* under a notice under clause 6.6.1(b) and must provide *VENCorp* with that information as soon as practicable after it has received a notice from *VENCorp* under clause 6.6.1(b).
- (d) *VENCorp* must treat all information provided to it by a *Participant* under clause 6.6.1(b) as *confidential information* and may only use that information for the purpose of maintaining or re-establishing *system security* by issuing directions under clauses 6.6.3 and 6.6.4 or making a decision under clause 6.6.2.

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- (e) *VENCorp* must inform *Participants* immediately when it reasonably considers a threat to *system security* to be at an end.

#### **6.6.2 Response to system security threat**

- (a) If *VENCorp* has identified a threat to *system security* and reasonably considers that sufficient time exists for the threat to subside without *intervention*, *VENCorp* must, in accordance with the procedures set out in clause 6.6.3, facilitate a *market* response to overcome the threat to *system security*.
- (b) If *VENCorp* has identified a threat to *system security* and it does not believe that sufficient time exists for the threat to subside without *intervention* then *VENCorp* must take any measures it believes are reasonable and necessary to maintain or restore *system security* including those set out in clause 6.6.4.

#### **6.6.3 Market response to threat to system security**

- (a) If *VENCorp* believes that sufficient time exists for a threat to *system security* to subside without *intervention*, *VENCorp* must:
- (1) if it has not already done so, provide *Participants* with the information set out under clause 6.6.1(a);
  - (2) advise those *Participants* who *VENCorp* considers would be required to take action or cease taking action if the threat to *system security* is not resolved without *intervention*, including but not limited to any *Market Participants* whose *inc/dec offers* are likely to be *scheduled* in accordance with a *preliminary schedule* or *final schedule*, of the following information:
    - (A) the existence of the threat to *system security*; and
    - (B) the likely nature of any requirement of *VENCorp* if *VENCorp* determines that it should *intervene*;
  - (3) invite *Market Participants* to increase the quantity of gas they inject or decrease the quantity of gas they withdraw as specified in *inc/dec offers* submitted by such *Market Participants* in accordance with clause 3.1.5 in respect of that *trading interval*; and
  - (4) keep all *Market Participants* informed of significant changes to the information provided under this clause 6.6.3.
- (b) *Participants* must comply with all requests and directions issued by *VENCorp* under this clause 6.6.

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#### 6.6.4 Intervention due to system security threat

- (a) If *VENCorp* believes that insufficient time exists for a threat to *system security* to subside without *intervention*, *VENCorp* must *intervene* in the *market* by taking any measures it considers to be reasonable and necessary to overcome the threat to *system security*, including without limitation:
- (1) *curtailment* in accordance with the *emergency curtailment list*, subject to clause 6.6.4(b);
  - (2) injecting gas from *VENCorp's LNG reserve*;
  - (3) increasing withdrawals;
  - (4) requiring any *Participant* to inject *off-specification* gas into the *transmission system*; and
  - (5) requiring *Participants* to do any reasonable act or thing which *VENCorp* believes necessary in the circumstances.
- (b) In the event of a threat to *system security* which is attributable to a *transmission constraint* then to the extent practicable, *VENCorp* must, prior to *curtailing* any other *Customers*, use reasonable endeavours to *curtail* those *Customers* who, in *VENCorp's* reasonable opinion, are using in excess of their *authorised MDQ*.

#### 6.6.5 Compensation of Market Participants in respect of intervention

- (a) Where:
- (1) *VENCorp* requires a *Market Participant* to inject gas; and
  - (2) that *Market Participant* experiences a net auditable financial reduction as a direct result of making that injection,
- then that *Market Participant* may claim compensation from *VENCorp* in respect of the injection.
- (b) A *Market Participant* who wishes to make a claim under clause 6.6.5(a) must submit notice of its claim to *VENCorp* within two *business days* of the day on which the *Market Participant* made the injection of gas referred to in clause 6.6.5(a).
- (c) *VENCorp* must:
- (1) within five *business days* of receiving a claim submitted in accordance with this clause, request the *Adviser* to establish a *compensation panel* to determine whether it is appropriate in all the circumstances for compensation to be paid and, if so, to determine an appropriate amount of compensation; and
  - (2) refer the claim to the *Adviser* for determination of those issues by the *compensation panel*.

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- (d) The *Adviser* must:
    - (1) within five *business days* of receiving a request from *VENCorp*, establish a *compensation panel* of three members from the group of persons referred to in clause 7.2.2; and
    - (2) be satisfied that the persons it chooses to comprise the *compensation panel* do not have any interests which could conflict with an impartial decision.
  - (e) Upon a referral from *VENCorp* pursuant to clause 6.6.5(c), the *compensation panel* must make a determination of the relevant issues and notify *VENCorp* of that determination as soon as practicable but in any event within twenty *business days* of the claim being referred to it.
  - (f) The *compensation panel* must:
    - (1) conduct itself on the same basis and in accordance with the same timeframes as a *dispute resolution panel* under clause 7.2.4;
    - (2) determine whether any compensation should be paid to the *Market Participant* to put the *Market Participant* in the position in which the *Market Participant* would have been, in respect of the gas injection it made under clause 6.6.5(a), had the direction not been issued by *VENCorp*; and
    - (3) base its determination on its assessment of a fair and reasonable amount of compensation taking into account:
      - (A) all the relevant surrounding circumstances;
      - (B) the actions of any relevant *Participants*;
      - (C) the *market price* (if any) applicable in the *trading interval* in which the injection of gas was made;
      - (D) the *compensation panel's* reasonable estimate of the *market price* if the circumstances causing a threat to *system security* had not existed, taking into account all other factors relevant to an assessment of the expected *market price*;
      - (E) other costs incurred by the *Market Participant*, where such costs were directly incurred to enable the gas injection to be made; and
      - (F) any difference between the amount of gas injected by the *Market Participant* under clause 6.6.5(a) determined from *metering data* and the amount of gas which would have been injected by the *Market Participant* if *VENCorp* had not issued the direction.
  - (g) If the *compensation panel* makes a determination that compensation should be paid to the *Market Participant*, *VENCorp* must compensate the *Market Participant* in accordance with the determination of the *compensation panel* and must include that amount in the next *settlement statement* to be provided to that *Market Participant* under clause 3.6.15.
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## 6.7 FORCE MAJEURE AND MARKET SUSPENSION

### 6.7.1 Administered price cap

After consulting *Market Participants*, *VENCorp* must develop, authorise and *publish* and may from time to time in accordance with the *public consultation procedures* vary an *administered price cap* to be used as described in clauses 6.7.2 and 6.7.5.

### 6.7.2 Force majeure events

- (a) A *force majeure event* is the occurrence in a *trading interval* of any one or more of the events or circumstances set out in clause 6.7.2(b) where *VENCorp* reasonably considers that:
- (1) the event has resulted in a reduction in the normal capacity of part or all of the *transmission system* and/or the volume of gas which would otherwise normally flow in the *transmission system* during that *trading interval*; and
  - (2) that reduction is likely to materially affect the operation of the *market* or materially threaten *system security*.
- (b) An event referred to in clause 6.7.2(a) is any of the following events:
- (1) the Governor in Council or the *Minister* proclaims or declares there to be an *emergency* under Part 6A of the *Gas Industry Act*, or any like or analogous event;
  - (2) the *Office of Gas Safety* issues a direction under section 149 of the *Gas Industry Act*, or any like or analogous event; or
  - (3) an event that is:
    - (A) neither anticipated nor controllable by *Participants* who are affected by the relevant event; and
    - (B) restricted to acts of nature, governmental interventions and acts of war,  
or any like or analogous event.
- (c) *VENCorp* must notify all *Market Participants* without delay of the occurrence of any *force majeure event*.
- (d) *Participants* must use all reasonable endeavours to:
- (1) ensure that they do not cause or exacerbate a *force majeure event*; and
  - (2) mitigate the occurrence and effects of a *force majeure event*.
- (e) If any *force majeure event* occurs then *VENCorp* must declare an *administered price period* during which the price will be set by *VENCorp* in accordance with clause 3.2.2.
- (f) Following a declaration by *VENCorp* of an *administered price period* in accordance with clause 6.7.2(e), the *administered price period* is to continue until

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*VENCorp* declares the *force majeure event* and the *administered price period* to be at an end and notifies all *Market Participants* accordingly.

### 6.7.3 Conditions for suspension of the market

- (a) Subject to clause 6.7.3(b), *VENCorp* may declare the *market* to be suspended when:
  - (1) a *force majeure event* occurs;
  - (2) an *emergency* occurs;
  - (3) *VENCorp* has been directed by a *government authority* to suspend the *market* or operate all or part of the *transmission system* in a manner contrary to the provisions of these Rules following the formal declaration by that *government authority* of a state of emergency under emergency services or other legislation; or
  - (4) *VENCorp* determines that it is necessary to suspend the *market* because it has become impossible to operate the *market* in accordance with the provisions of these Rules; and
- (b) *VENCorp* must not suspend the *market* solely because:
  - (1) the *market price* has reached *VoLL*;
  - (2) *VENCorp* has issued an *emergency direction*; or
  - (3) *VENCorp* has *intervened* in the *market* due to a threat to *system security* under clause 6.6.

### 6.7.4 Declaration of market suspension

- (a) The *market* can only be suspended by a declaration by *VENCorp* under clause 6.7.3(a) and if the *market* is suspended, *VENCorp* must notify all *Participants* without delay.
- (b) Subject to clause 6.7.4(c), *VENCorp* must not declare the *market* to be suspended with retrospective effect.
- (c) The *market* is to be deemed to be suspended at the start of the *trading interval* in which *VENCorp* makes a declaration that the *market* is suspended.
- (d) Following a declaration by *VENCorp* under clause 6.7.3(a), the *market* is to remain suspended until *VENCorp* declares and notifies all *Participants* that *market* operation is to resume.
- (e) A notification to *Participants* under clause 6.7.4(d) that *market* operation is to resume must include the time at which *market* operation is to resume.
- (f) Notwithstanding a suspension of the *market*, *VENCorp* may issue *emergency directions* to *Participants* in accordance with clause 6.5; and
- (g) If *VENCorp* declares that the *market* is suspended, *market prices* are to be set by *VENCorp* in accordance with clause 6.7.5.

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### 6.7.5 Effect of market suspension

- (a) The *market price* during a *trading interval* for which *VENCorp* has declared the *market* to be suspended is to be determined by *VENCorp* in accordance with clause 3.2.2.
- (b) During a *trading interval* in which the *market* is suspended, these Rules will continue to apply with such modifications as *VENCorp* reasonably determines to be necessary, taking into consideration the circumstances and conditions giving rise to the decision by *VENCorp* to suspend the *market*.

### 6.7.6 Compensation due to the application of an administered price cap

- (a) *Participants* may claim compensation from *VENCorp* in respect of gas injected into the *transmission system* if, due to the application of an *administered price cap* during either an *administered price period* or a period in which the *market* is suspended, the resultant *market price* payable to that *Participant* in any *trading interval* is less than the price specified in their *injection inc/dec offer* for that *trading interval*.
- (b) Notification of an intent to make a claim under clause 6.7.6(a) must be submitted to *VENCorp* within two *business days* of notification by *VENCorp* that an *administered price period* has ended or that the *market* is no longer suspended.
- (c) *VENCorp* must
  - (1) within five *business days* of receiving a claim submitted in accordance with this clause, request the *Adviser* to establish a *compensation panel* to determine whether it is appropriate in all the circumstances for compensation to be paid and, if so, to determine an appropriate amount of compensation; and
  - (2) refer the claim to the *Adviser* for determination of those issues by the *compensation panel*.
- (d) The *Adviser* must:
  - (1) within five *business days* of receiving a request from *VENCorp*, establish a *compensation panel* of three members from the group of persons referred to in clause 7.2.2; and
  - (2) be satisfied that the persons it chooses to comprise the *compensation panel* do not have any interests which could conflict with an impartial determination.
- (e) Upon a referral from *VENCorp* pursuant to clause 6.7.6(c), the *compensation panel* must make a determination of the relevant issues and notify *VENCorp* of that determination as soon as practicable but in any event within twenty *business days* of the claim being referred to it.

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- (f) The *compensation panel* must:
    - (1) conduct itself on the same basis and in accordance with the same timeframes as a *dispute resolution panel* under clause 7.2.4;
    - (2) determine whether any compensation should be paid to the *Market Participant* to put the *Market Participant* in the position that the *Market Participant* would have been in, in respect of the gas injection referred to in clause 6.7.6(a), had the *administered price cap* not applied; and
    - (3) base its recommendations on its assessment of a fair and reasonable amount of compensation taking into account:
      - (A) all the relevant surrounding circumstances;
      - (B) the actions of any relevant *Participants*; and
      - (C) the difference between the *market price* applicable due to the application of the *administered price cap* and the price specified by the *Participant* in its *injection inc/dec offer*.
  - (g) If the *compensation panel* makes a determination that compensation should be paid to the *Market Participant*, *VENCorp* must compensate the *Market Participant* in accordance with the determination of the *compensation panel* and must include that amount in the next *settlement statement* to be provided to that *Market Participant* under clause 3.6.

#### 6.7.7 Intervention reports

- (a) Within ten *business days* after one or more of the following events:
  - (1) an intervention in the *market* by *VENCorp*;
  - (2) an event which, in *VENCorp*'s reasonable opinion, is or may be a threat to *system security*;
  - (3) a *force majeure event*; or
  - (4) an *emergency*,

*VENCorp* must investigate the circumstances of that event and prepare a report to assess:

  - (5) the adequacy of the provisions of these Rules relevant to the event or events which occurred;
  - (6) the appropriateness of actions taken by *VENCorp* in relation to the event or events which occurred; and
  - (7) the costs incurred by *VENCorp* and/or *Participants* as a consequence of responding to the event or events.
- (b) A copy of the report prepared under clause 6.7.7(a) must be provided to:
  - (1) the *Regulator* on completion of the report; and
  - (2) *Participants* and interested persons on request.

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## 6.8 REVIEW OF CHAPTER 6

### 6.8.1 Timing of review

*VENCorp* must, within:

- (a) eighty *business days* of the third occurrence in any two year period of an event requiring *VENCorp* to direct the *market* to be suspended under clause 6.7.3; or
- (b) five years from the *commencement date*,

whichever is the earlier, conduct a review of chapter 6 of these Rules in accordance with this clause 6.8.

### 6.8.2 Terms of reference

The terms of reference for the review to be performed by *VENCorp* under this clause 6.8 are to be developed by *VENCorp* in consultation with the *Regulator* and must incorporate, but are not to be limited to, the adequacy and appropriateness of:

- (a) the provisions of chapter 6; or
- (b) any alternative provisions to those in chapter 6,

in satisfying and facilitating the achievement of the *market objectives*.

### 6.8.3 Process of review

The review performed by *VENCorp* under this clause 6.8 is to be conducted in accordance with the *public consultation procedures*.

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## **6.9 EMERGENCY LEGISLATION**

### **6.9.1 Part 6A Gas Industry Act**

For the avoidance of doubt, nothing in clause 6 affects the application of Division 2A of Part 2, Part 6A of the *Gas Industry Act* or any other like or analogous applicable emergency laws.

**CHAPTER 7. ENFORCEMENT AND DISPUTES**

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## 7.1 ENFORCEMENT

### 7.1.1 Investigations

- (a) *VENCorp* may request a *Participant* to supply *VENCorp* with information relating to any matter concerning these Rules in such form, covering such matters and within such reasonable time as *VENCorp* may request.
- (b) If *VENCorp* makes a request for information under clause 7.1.1(a), it must provide to the *Participant* to whom the request is made the reasons for the request.
- (c) Notwithstanding that a *Participant* may disagree with the reasons for the request provided by *VENCorp* under clause 7.1.1(b), a *Participant* must comply with a request made by *VENCorp* under clause 7.1.1(a).
- (d) If a *Participant* fails to comply with a request by *VENCorp* for information under clause 7.1.1(a), *VENCorp* may appoint a person to investigate the matter and to prepare a report or such other documentation as *VENCorp* may determine.
- (e) A *Participant* must assist the person to undertake the investigation and to prepare the report or other documentation under clause 7.1.1(d) and must, at the request of the person appointed, use its best endeavours to procure that third parties make available such information as the person may reasonably require.
- (f) The cost of the investigation and of preparing the report or other documentation under clause 7.1.1(d) must be met by the *Participant* requested to supply the information under clause 7.1.1(a) unless *VENCorp* otherwise determines.
- (g) Any report or other documentation referred to in this clause 7.1.1 may be used in any proceeding under or in relation to these Rules or for the purpose of commencing any such proceeding.

### 7.1.2 Procedures concerning alleged breaches of the Code

- (a) If *VENCorp* considers that:
  - (1) a *Participant* may have breached or may be breaching these Rules; and
  - (2) in the circumstances and if the breach is established, it would be appropriate that a sanction or sanctions be imposed on that *Participant*,*VENCorp* must:
  - (3) notify the *Participant* of the alleged breach and details of the sanctions which may be imposed if the breach is established; and
  - (4) notwithstanding clause 5.4, notify the *Regulator* of the alleged breach and provide to the *Regulator* any information relevant to the alleged breach as is known to *VENCorp*.
- (b) If the breach is of a nature that *VENCorp* may make a demand for payment under these Rules, *VENCorp* may make such demand.

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- (c) Notwithstanding a *Participant's* right to bring to the attention of the *Regulator* directly any alleged breach of these Rules, if *VENCorp* receives written information from a *Participant* or any other person which alleges a breach of these Rules by a *Participant*, *VENCorp* must within five *business days* of receipt of the information:
    - (1) determine whether, based on that information, there would appear *prima facie* to be a breach of these Rules; and
    - (2) notify the person making the allegation as to whether *VENCorp* has referred or proposes to refer the matter to the *Regulator*.

### **7.1.3 Sanctions**

- (a) The nature of sanctions which may be imposed under these Rules are set out in the *Gas Industry Act* and any regulations made under the *Gas Industry Act*.
- (b) The classification of certain provisions of these Rules as civil penalty provisions is set out in regulations made under the *Gas Industry Act*;
- (c) The classification of certain provisions of these Rules as:
  - (1) regulatory provisions; or
  - (2) conduct provisions,is set out in schedule 7.1 and, in accordance with the *Gas Industry Act*, this classification is to be used to determine the sanction applicable to a breach of any such provision of these Rules.

### **7.1.4 Actions by agents, employees or officers of Participants**

If any partner, agent, officer or employee of a *Participant* does any act or refrains from doing any act which if done or not done (as the case may be) by a *Participant* would constitute a breach of these Rules, that act or omission is to be deemed for the purposes of this clause 7.1 to be the act or omission of the *Participant*.

### **7.1.5 Publication**

Subject to clause 5.4, *VENCorp* must *publish* a report at least once every six months setting out a summary for the period covered by the report of all decisions made by *VENCorp* during that period in relation to enforcement of these Rules.

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## 7.2 DISPUTE RESOLUTION

### 7.2.1 Application and guiding principles

(a) The dispute resolution procedures set out in this clause 7.2 apply to all disputes which may arise between any of the following:

- (1) *VENCorp*;
- (2) *Participants*;
- (3) *Connection Applicants*;
- (4) *responsible persons* and persons who are able to satisfy *VENCorp* that they have a bona fide intention to become a *responsible person*; and
- (5) persons who have been appointed by *VENCorp* under clause 4.4.20(b) as a *metering database agent*;

as to:

- (6) the application or interpretation of these Rules; or
- (7) a dispute under or in relation to a contract between two or more persons referred to in clauses 7.2.1(a)(1), (2), (3), (4) and (5) where that contract provides that the dispute resolution procedures under these Rules are to apply to any dispute under or in relation to that contract with respect to the application of these Rules; or
- (8) the failure of a person referred to in clauses 7.2.1(a)(1), (2), (3), (4) or (5) to take action other than in accordance with these Rules; or
- (9) a dispute concerning a proposed *connection agreement*; or
- (10) the payment of moneys under or concerning any obligation under these Rules,

and for the avoidance of doubt, the dispute resolution procedures set out in this clause 7.2 apply to disputes between two or more persons from and within each of the categories set out in clauses 7.2.1(a)(1), (2), (3), (4) and (5).

(b) Subject to clause 7.2.1(c), where a dispute of a kind set out in clause 7.2.1(a) arises, the parties concerned must comply with the procedures set out in clauses 7.2.3 to 7.2.13 before pursuing any other dispute resolution mechanism, including but not limited to court action in relation to the dispute.

(c) If the parties to a dispute cannot agree that:

- (1) the matter in dispute is one to which any of the matters set out in clause 7.2.1(a) apply; and
- (2) the matter in dispute would more appropriately be dealt with in accordance with the dispute resolution procedures under another regulatory instrument to which one or both parties are subject,

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a party must apply in writing to the *Regulator* for a decision as to which dispute resolution procedures apply to the dispute and give notice to the other party.

- (d) If the *Regulator* receives an application under clause 7.2.1(c), the *Regulator* must decide, within ten *business days* of receiving the application, whether the dispute would more appropriately be dealt with under dispute resolution procedures applicable under an applicable regulatory instrument other than these Rules and in making its decision, the *Regulator* must:
- (1) decide whether the matter in dispute is relevant to any other applicable regulatory instrument including but not limited to the *Access Code*; and
  - (2) direct the parties to comply with the dispute resolution procedures under the *Access Code* if the matter in dispute is, in the reasonable opinion of the *Regulator*, a matter relating to access to services provided by a *Participant* to which the *Access Code* applies.
- (e) If the *Regulator* receives an application under clause 7.2.1(c), but does not make a decision under clause 7.2.1(d) within ten *business days* of receiving the application, the determination of whether the dispute is one to which this clause 7.2 applies is to be made in accordance with the dispute resolution procedures set out in this clause 7.2.
- (f) Subject to clause 7.2.1(d), the *Regulator* is not otherwise bound to require the parties to a dispute to adopt any dispute resolution process in favour of any other dispute resolution process.
- (g) The parties must comply with a decision of the *Regulator* under clause 7.2.1(d) and the decision of the *Regulator* is final.

### **7.2.2 Appointment of Adviser and panel group**

- (a) *VENCorp* must appoint a person from time to time to be the *Adviser*:
- (1) for a term of three years (subject to clause 7.2.2(d)) and the *Adviser* is then eligible for reappointment;
  - (2) on such other terms and conditions as *VENCorp* may determine; and
  - (3) who must satisfy the criteria set out in clause 7.2.2(b).
- (b) The *Adviser* must, in the reasonable opinion of *VENCorp*, not be a *Participant* or have a current material association, directly or indirectly, with a *Participant*.
- (c) In appointing the *Adviser*, *VENCorp* must have regard to the extent to which the *Adviser*:
- (1) has a detailed understanding and experience of alternative dispute resolution practice and procedures which do not involve litigation;
  - (2) has the capacity to determine the most appropriate alternative dispute resolution procedures in particular circumstances; and
  - (3) has an understanding of the gas industry.

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- (d) If the *Adviser* does not, in the reasonable opinion of *VENCorp*, continue to meet the requirement of clause 7.2.2(b), *VENCorp* may terminate the appointment of the *Adviser* and appoint a new *Adviser*.
  - (e) *VENCorp*, in consultation with the *Adviser*, must select at least seven persons to constitute the group from which a *dispute resolution panel* can be selected in accordance with clause 7.2.4(a)(2) and (3).
  - (f) Subject to clause 7.2.2(h), each person appointed to the group under clause 7.2.2(e):
    - (1) is appointed for one year and is then eligible for reappointment; and
    - (2) is appointed on such other terms and conditions as *VENCorp* determines.
  - (g) In appointing the group under clause 7.2.2(e), *VENCorp* and the *Adviser* must have regard to the extent to which the members of the group between them:
    - (1) have some understanding and experience of alternative dispute resolution practice and procedures which do not involve litigation; and
    - (2) have an understanding of the gas industry.
  - (h) *VENCorp* may change the composition of the group selected under clause 7.2.2(e) from time to time in consultation with the *Adviser*.

### 7.2.3 Dispute resolution process

- (a) Any of the parties involved in a dispute of a kind set out in clause 7.2.1(a) may refer the dispute to the *Adviser* in accordance with clause 7.2.3(b).
- (b) If a party wishes to refer a dispute to the *Adviser* under clause 7.2.3(a), that party must notify the *Adviser* and all other parties to the dispute of which the party is aware:
  - (1) of the existence of a dispute; and
  - (2) setting out a brief history of the dispute including:
    - (A) the names of the parties to the dispute;
    - (B) the grounds of the dispute; and
    - (C) the results of any previous dispute resolution processes undertaken pursuant to these Rules in respect of the dispute.
- (c) If the *Adviser* receives notice of a dispute under clause 7.2.3(b), the *Adviser* must notify all other relevant parties of the dispute and may request from those other parties their own short written history of the dispute or any relevant associated written comments and if the *Adviser* requests such information from a party to the dispute, that information must be provided by that party within two *business days*.
- (d) If a matter has been referred to the *Adviser* under clause 7.2.3(a), then before taking any action to resolve the dispute, the *Adviser* must be reasonably satisfied that the dispute is one to which clause 7.2.1(a) applies and must advise the parties in writing of its decision.

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- (e) If the *Adviser* is not satisfied that the dispute is one to which clause 7.2.1(a) applies, the procedures set out in clause 7.2.3(f) do not apply to the dispute.
  - (f) If the *Adviser* is satisfied that the dispute is one to which clause 7.2.1(a) applies, the *Adviser* must:
    - (1) appoint a *dispute resolution panel* in accordance with clause 7.2.4; and
    - (2) refer the dispute for resolution by the *dispute resolution panel* appointed under clause 7.2.4,within five *business days* of receiving any information from the parties to the dispute under clause 7.2.3(c).
  - (g) Subject to all time limits specified in clause 7.2.3, nothing in this clause 7.2 precludes the *Adviser* from facilitating resolution of the dispute by agreement between the parties to the satisfaction of the parties without appointing or involving a *dispute resolution panel*.

#### **7.2.4 The dispute resolution panel**

- (a) Where the *Adviser* refers a dispute for resolution by a *dispute resolution panel* under clause 7.2.3(f), the *Adviser* must:
  - (1) establish a *dispute resolution panel* consisting of three people chosen by the *Adviser* as appropriate in the particular circumstances of the dispute from the group of persons selected by the *Adviser* under clause 7.2.2(e) unless the *Adviser* reasonably considers the monetary amount to which the dispute relates is less than \$100,000 in which case the *Adviser* may decide to appoint one person to constitute the *dispute resolution panel* from the group of persons selected by the *Adviser* under clause 7.2.2(e);
  - (2) be satisfied that the persons chosen to comprise the *dispute resolution panel* do not have any interests which could conflict with an impartial resolution of the dispute; and
  - (3) nominate one of the members of the *dispute resolution panel* to be the chairperson.
- (b) A person who has previously served on a *dispute resolution panel* is not precluded from being appointed to another *dispute resolution panel* established in accordance with clause 7.2.4(a).
- (c) When a matter is referred to a *dispute resolution panel* under clause 7.2.3(f)(2), the *dispute resolution panel* must select the form of, and procedures to apply to, the dispute resolution process which:
  - (1) the *dispute resolution panel* considers appropriate in the circumstances; and
  - (2) must accord with the following principles:
    - (A) be simple, quick and inexpensive;

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- (B) take account of the skills and knowledge required for the relevant dispute;
  - (C) observe the rules of natural justice; and
  - (D) encourage resolution of disputes without formal legal representation or reliance on legal procedures.
- (d) The dispute resolution process will take place at a venue determined by the *dispute resolution panel* in consultation with the parties and may include either party's premises or any other premises.
  - (e) Subject to clause 7.2.10(c) the parties must comply with any procedural requirements imposed by the *dispute resolution panel* in the determination of the dispute including a requirement to exchange submissions, documents and information.
  - (f) Subject to clause 7.2.4(g), the *dispute resolution panel* must ensure that the dispute resolution process is completed and that the *dispute resolution panel* has given notice of its determination of the dispute as soon as practicable but in any event within twenty *business days* of the dispute being referred to the *dispute resolution panel* (or such longer period as the *Adviser* may permit following a request by the *dispute resolution panel* for an extension of time).
  - (g) Within ten *business days* of receiving notification from the *dispute resolution panel* of their determination of the dispute, the parties must provide written notice to the *dispute resolution panel* describing all action taken in accordance with the resolution or determination of the *dispute resolution panel*.

### 7.2.5 Disputes about payment

If a dispute arises:

- (a) in relation to an obligation to pay moneys owing under these Rules; or
- (b) which affects an obligation to pay moneys under these Rules,

then:

- (c) the dispute must be referred to the *Adviser* in accordance with clause 7.2.3(a), or to the *Regulator* under clause 7.2.1(c), within twelve months of the dispute arising;
- (d) the *Adviser* must notify all *Participants* who may be affected by the resolution of the dispute, including but not limited to *Participants* whose *settlement statement* may be amended as a consequence of the resolution of the dispute; and
- (e) those moneys must be paid without prejudice on the date specified for payment in the relevant *settlement statement*, notwithstanding a dispute regarding the amount.

### 7.2.6 Disputes affecting settlement statements

Where an amount stated to be payable in a *settlement statement* issued under clause 3.6.15 is the subject of a dispute and the resolution of the dispute affects the amount payable, then:

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- (a) when the dispute is resolved in accordance with this clause 7.2, *VENCorp* must issue a revised *settlement statement* to replace each *settlement statement* affected by the resolution of the dispute, in accordance with clause 3.6.19; and
  - (b) the amount specified in a revised *settlement statement* must be paid by the relevant *Participant*, whether or not that *Participant* is a party to the dispute, on the date specified in the revised *settlement statement*.

#### **7.2.7 Legal representation**

Legal representation before the *dispute resolution panel* may be permitted by the *dispute resolution panel* where the *dispute resolution panel* considers it appropriate or desirable.

#### **7.2.8 Cost of dispute resolution**

The reasonable costs of the parties to the dispute may be allocated by the *dispute resolution panel* for payment by one or more parties as part of any determination.

#### **7.2.9 Effect of resolution**

- (a) A determination of the *dispute resolution panel* is binding on the parties to the dispute including without limitation any provision of the resolution or determination relating to the payment of moneys by any of the parties and any provision as to the performance of actions by any of the parties.
- (b) A requirement that a party to the dispute pay moneys under:
  - (1) an agreement reached between the parties to a dispute under clause 7.2.3(g); or
  - (2) a determination of the *dispute resolution panel*,is an obligation under these Rules to pay those moneys.
- (c) If a determination of the *dispute resolution panel* applies to a person referred to in clauses 7.2.1(a)(1), (2), (3), (4) and (5), that person must comply with the determination of the *dispute resolution panel* to the extent that the determination applies to that person, notwithstanding that the person was not a party to the dispute.

#### **7.2.10 Recording and publication**

- (a) When a *dispute resolution panel* resolves a dispute, the chairperson of the *dispute resolution panel* must send written details of the resolution of the dispute to the *Adviser* as soon as practicable.
- (b) The *Adviser* must produce a summary of the resolution of each dispute without identifying the parties, and forward these to *VENCorp* and the parties to the dispute.
- (c) Claims for confidentiality of information disclosed in the dispute resolution process must be dealt with in accordance with the provisions relating to use of information in clause 5.4.

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- (d) At least twice in each year, *VENCorp* must make available to all persons referred to in clauses 7.2.1(a)(1), (2), (3), (4) and (5) the results of dispute resolutions under this clause 7.2 which have been settled since the previous results were made available under this clause 7.2.10(d), including the relevant determinations of the *dispute resolution panel*.

#### **7.2.11 Judicial review**

The parties to a dispute may refer any question of law which may arise in respect of the resolution of a dispute for determination by a court of competent jurisdiction.

#### **7.2.12 Limitation of liability**

To the extent permitted by law, the *Adviser*, the *dispute resolution panel* and its members are not to be liable for any loss or damage suffered or incurred by a *Participant* or any other person as a consequence of any act or omission of those persons unless the *Adviser*, the *dispute resolution panel*, or its members, as the case may be, acted otherwise than in good faith under this clause 7.2.

#### **7.2.13 Indemnity**

Notwithstanding clause 7.2.12, if the *Adviser* or a member of the *dispute resolution panel* is liable to pay any amount for loss or damage suffered or incurred by a person referred to in clauses 7.2.1(a)(1), (2), (3), (4) and (5) or any other person as a consequence of any act or omission of those persons, *VENCorp* must indemnify that person:

- (a) for the full amount; and
- (b) for any costs and expenses incurred by that person in defending related proceedings,

unless the liability arose out of conduct involving a lack of good faith.

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**BACKGROUND NOTE  
TO SCHEDULE 7.1**

**CLASSIFICATION OF RULES**

The following Background Note is included for information purposes only - it does not form part of these Rules. It is intended to provide a general indication of the basis on which the classification of these Rules has been made, and a guide, only, for the classification of future new Rules.

Schedule 7.1 is a table which contains the classification of these Rules, set out after this Background Note. It is part of these Rules and any change, addition or deletion to that table must be made in accordance with the Rule change procedures in chapter 8.

***The Gas Industry Act***

The *Gas Industry Act* provides for a three-way classification of provisions of these Rules into:

- civil penalty provisions;
- conduct provisions;
- regulatory provisions.

The classification of certain Rules as civil penalty provisions will be made in regulations under the *Gas Industry Act*. However, the initial classification of certain Rules as civil penalty provisions is included as part of this Background Note, for information purposes only, to provide an indication of the nature of provisions which are likely to be classified as civil penalty provisions. It is important to note that regulations made under the *Gas Industry Act* may change from time to time and although the initial classification of certain Rules as civil penalty provisions in the relevant regulations is likely to correspond exactly with the indicative classification of those Rules included in this Background Note, in order to obtain an accurate and up-to-date list of Rules classified as civil penalty provisions, you should refer to the relevant regulations made under the *Gas Industry Act*.

The *Gas Industry Act* provides that the classification of other Rules as conduct provisions and regulatory provisions is to be made in these Rules. Schedule 7.1 sets out that classification.

The table below summarises the information contained in this Background Note.

<b>Classification of Rules</b>	<b>Who can bring action</b>	<b>Nature of sanction (imposed by a court)</b>
Civil Penalty Provisions (as classified by regulations)	ACCC	<ul style="list-style-type: none"><li>• penalties</li></ul>
Regulatory Provisions (as classified in Rules - Schedule 7.1)	ACCC	<ul style="list-style-type: none"><li>• injunction</li><li>• declaration</li></ul>
Conduct Provisions (as classified in Rules - Schedule 7.1)	Any person	<ul style="list-style-type: none"><li>• damages</li><li>• injunction</li><li>• declaration</li></ul>

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### ***Provisions requiring classification***

Those provisions of these Rules which impose an obligation on a person have been classified. Where a provision of these Rules allows a discretion on the relevant person as to whether or not to do something, that provision has not been classified, as it will not be a breach of that provision if the person decides not to perform in accordance with that provision.

### ***Civil penalty provisions***

Civil penalty provisions are provisions the breach of which is regarded as most serious. Generally, they are provisions which must be complied with in order to ensure that the market and these Rules work properly.

Civil penalty provisions are enforceable only by the *Regulator*, who may bring proceedings for the levy of a civil penalty, i.e. a fine for an offence provable on the balance of probabilities, payable to the Consolidated Fund. Any person can advise the *Regulator* of an alleged breach of a civil penalty provision, although it is up to the *Regulator* to take the matter further. Clause 7.1.2 of these Rules also provides a mechanism by which *VENCorp*, on its own account or on the advice of a *Participant*, can decide to bring an alleged breach to the attention of the *Regulator*.

### ***Conduct provisions***

A conduct provision is a provision involving an obligation to be performed by a person where the consequences of a breach are less serious than for a civil penalty provision. Most provisions of these Rules that are not of an administrative nature or are to be performed by *VENCorp* will be classified as conduct provisions. However, generally, an obligation to pay money, including one imposed on *VENCorp*, will be classified as a conduct provision.

Conduct provisions are enforceable by any person by bringing injunction proceedings. In addition, anyone who suffers loss or damage by conduct in contravention of a conduct provision will also have a statutory right to recover the loss or damage in a civil action against the person whose breach of these Rules caused it. However, the *Gas Industry Act* and these Rules make it clear that this right is subject to the dispute resolution procedures in clause 7.2, which require a *Participant* to take any action relating to these Rules in accordance with those dispute resolution procedures, before resorting to other formal legal recourse (such as the courts). Finally, the Supreme Court will be vested with jurisdiction to declare, on the application of any interested party, that a person is in breach of a conduct provision.

### ***Regulatory provisions***

Regulatory provisions generally fall into two main categories:

1. obligations to be performed by *VENCorp* (other than obligations to pay money, which will be classified as conduct provisions); and
2. obligations of an administrative nature.

The injunction remedy will be available for breaches of regulatory provisions, on application by the *Regulator*. It will also be possible for the Supreme Court to declare that a person is in breach of a regulatory provision, on application by the *Regulator*. There will be no statutory right to damages.

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***Rules may be in two categories***

A civil penalty provision may be a conduct provision or a regulatory provision as well, but conduct provisions and regulatory provisions are mutually exclusive.

***Indicative classification of Rules as civil penalty provisions***

The following list is an indication, only, of the nature of provisions which are likely to be classified in regulations made under the *Gas Industry Act* as civil penalty provisions. This list is part of the Background Note and does not form part of these Rules:

- Clause 2.1(a) Persons who must register as *Participants*.
- Clause 2.1(b) Persons who must register as *Retailers*.
- Clause 2.1(d) Persons may not participate in the *market* unless registered as a *Market Participant*.
- Clause 2.1(e) If a *Participant* ceases to be eligible, it must notify *VENCorp*.
- Clause 2.2(d) If *VENCorp* notifies *Participants* of cessation of registration of a *Market Participant*, that *Market Participant* must cease activities in the *market*.
- Clause 3.1.13(a) *Market Participants* must comply with *scheduling instructions*.
- Clause 3.5.2(a) *Market Participants* must appoint an *Allocation Agent* at *injection points*.
- Clause 3.5.2(b) *Market Participants* must not inject gas unless an *Allocation Agent* is appointed.
- Clause 3.5.3(a) *Market Participants* must appoint an *Allocation Agent* at *non-SAW points*.
- Clause 3.5.3(b) *Market Participants* must not withdraw gas unless an *Allocation Agent* is appointed.
- Clause 3.7.7(e) *Market Participants* must comply with *suspension notices*.
- Clause 4.1.8(a) *Transmission Pipeline Owners* must prepare and make offers to *connect*.
- Clause 7.2.9 Parties to a dispute must comply with a determination of the *dispute resolution panel*.

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**SCHEDULE 7.1  
 CLASSIFICATION OF RULES**

The table below sets out the classification of Rules as:

1. conduct provisions; and
2. regulatory provisions.

This table, which forms Schedule 7.1, is part of these Rules. Changes to this table must be made in accordance with chapter 8.

**CLASSIFICATION OF RULES**

<b>Rule</b>	<b>Classification*</b>
<b>1. INTRODUCTION</b>	
<b>1.1 Purpose and application of Rules</b>	
1.1.5 Persons who must register with <i>VENCorp</i> .	RP
<b>1.2 <i>VENCorp</i></b>	
1.2.1(a) Operation of <i>transmission system</i> and <i>market</i> by <i>VENCorp</i> .	RP
1.2.1(b) Maintenance and publication of register of <i>Participants</i> by <i>VENCorp</i> .	RP
1.2.1(c) Development and update of <i>system security guidelines</i> by <i>VENCorp</i> .	RP
1.2.1(e) <i>VENCorp</i> must monitor trading activity.	RP
1.2.1(f) <i>VENCorp</i> must prepare report of <i>significant price variations</i> .	RP
1.2.1(g) Availability of report prepared by <i>VENCorp</i> .	RP
1.2.1(h) <i>VENCorp</i> must develop and <i>publish</i> guidelines.	RP
1.2.1(i) Considerations <i>VENCorp</i> must take into account in developing procedures.	RP
1.2.1(j) Compliance with Rules by <i>VENCorp</i> .	RP
1.2.4(c) Standard of performance by <i>VENCorp</i> .	RP
1.2.4(e) Publication of performance indicators by <i>VENCorp</i> .	RP

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\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (*Regulator*, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
<b>1.3 Enforceability and Amendment of these Rules</b>	
1.3.1 Rules enforceable in accordance with chapter 7.	RP
1.3.2 Amendments to be in accordance with chapter 8.	RP
<b>1.4 Public Consultation Procedures</b>	
1.4 Development and minimum requirements of <i>public consultation procedures</i> .	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (*Regulator*, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
<b>2. REGISTRATION</b>	
<b>2.1 Registration with VENC Corp</b>	
2.1(a), (b) Persons who must be registered as a <i>Participant</i> with <i>VENC Corp</i> .	CP
2.1(d) A person may not participate in the <i>market</i> in a category of <i>Market Participant</i> unless the person is registered in that category.	CP
2.1(e) Eligibility requirements/Notice by <i>Participant</i> if it ceases to be eligible.	CP
2.1(f) Form of application.	RP
2.1(h) <i>VENC Corp</i> may require applicant to pay costs associated with a review of additional information.	CP
2.1(i) Approval of application and registration by <i>VENC Corp</i> .	RP
2.1(j) Notice of approval of application by <i>VENC Corp</i> .	RP
2.1(k) Notice that application not approved by <i>VENC Corp</i> .	RP
<b>2.2 Ceasing to be a Participant</b>	
2.2(c) <i>VENC Corp</i> must notify all <i>Participants</i> of cessation by a <i>Participant</i> .	RP
2.2(d) If <i>VENC Corp</i> notifies <i>Participants</i> of cessation of registration, <i>Market Participant</i> must cease activities in the <i>market</i> .	CP
<b>2.5 Intending Participants</b>	
2.5(b) Form of application and payment of fee (if any).	CP
<b>2.6 Market Fees</b>	
2.6(a) <i>Participants</i> must pay <i>market fees</i> .	CP
2.6(c) Description of components of <i>market fees</i> payable by <i>Participants</i> .	CP
2.6(d) <i>VENC Corp</i> must produce initial budget report and conduct presentation for next <i>financial year</i> .	RP

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\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (*Regulator*, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
2.6(e) Availability and publishing report.	RP
2.6(f) <i>VENCorp</i> must invite submissions.	RP
2.6(g) <i>VENCorp</i> must prepare a final report.	RP
2.6(h) <i>VENCorp</i> to provide final report to <i>Regulator</i> .	RP
<b>2.7 Previous Financial Year Report</b>	
2.7(a) <i>VENCorp</i> must produce report for previous <i>financial year</i> containing certain matters.	RP
2.7(b) Availability of report.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (*Regulator*, only, can bring action) - injunction/declaration

Rule	Classification*
<b>3. MARKET OPERATION AND ADMINISTRATION</b>	
<b>3.1 Nominations, Gas Scheduling and Market Operations</b>	
3.1.1 Operation and <i>scheduling</i> of gas by <i>VENCorp</i> .	RP
3.1.2 Submission of <i>nominations</i> and optional <i>inc/dec offers</i> by <i>Market Participants</i>	CP
3.1.3(a) Submission by <i>Market Participants</i> of a separate <i>injection nomination</i> for each <i>system injection point</i> .	CP
3.1.3(b) Information which must be included in an <i>injection nomination</i> .	CP
3.1.4(a) Submission by <i>Market Participants</i> of separate <i>withdrawal nomination</i> for each <i>system withdrawal zone</i> .	CP
3.1.4(b) Information which must be included in a <i>withdrawal nomination</i> .	CP
3.1.5(g) <i>Inc/dec offers</i> may be made only by <i>Market Participants</i> who have nominated a <i>controllable quantity</i> .	CP
3.1.7(a), (b), (c), (d) Timing of <i>nominations</i> .	CP
3.1.9(a) <i>Market Participants</i> responsible for verifying information posted on <i>market information bulletin board</i> correct.	CP
3.1.9(c) <i>VENCorp</i> must acknowledge receipt of <i>inc/dec offers, nominations</i> and <i>EoD linepack bids</i> .	RP
3.1.9(d) <i>VENCorp</i> must use information on <i>market information bulletin board</i> for <i>scheduling</i> .	RP
3.1.9(e) If a <i>nomination, inc/dec offer</i> or <i>EoD linepack bid</i> is invalid, <i>VENCorp</i> must not <i>schedule</i> it, but must notify <i>Market Participant</i> .	RP

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\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
3.1.10(a) <i>Market Participants</i> must submit <i>nominations, inc/dec offers</i> and <i>EoD linepack bids</i> in accordance with <i>electronic communications procedures</i> .	CP
3.1.10(e) Variations and revocations of <i>standing nominations</i> and <i>standing inc/dec offers</i> must be made in accordance with the <i>electronic communication procedures</i> .	CP
3.1.10(f) <i>Market Participants'</i> warranties.	CP
3.1.10(h) Notification by <i>Market Participant</i> of inability to comply with <i>final nomination</i> .	CP
3.1.11 Application by <i>VENCorp</i> of principles to schedule equal priced <i>inc/dec offers</i> .	RP
3.1.12(a) Inputs and assumptions to be used by <i>VENCorp</i> for producing <i>preliminary operating schedules</i> and <i>final operating schedules</i> .	RP
3.1.12(b) <i>VENCorp</i> must apply the inputs and assumptions in an optimisation program to produce <i>preliminary operating schedule</i> and <i>final operating schedule</i> .	RP
3.1.12(c) Publication of <i>preliminary operating schedules</i> and <i>final operating schedules</i> .	RP
3.1.12(d) <i>VENCorp</i> must <i>publish</i> a revised <i>preliminary operating schedule</i> or <i>final operating schedule</i> if there is a material change to circumstances.	RP
3.1.12(e) Each <i>preliminary operating schedule</i> and <i>final operating schedule</i> must include information in clause 5.1.4(b).	RP
3.1.12(f) All material factors taken into account by <i>VENCorp</i> in producing a <i>preliminary operating schedule</i> or <i>final operating schedule</i> must be recorded.	RP
3.1.12(g) <i>VENCorp</i> must maintain records relating to the <i>scheduling process</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
3.1.12(h) <i>VENCorp</i> must issue <i>scheduling instructions</i> by 9am each day.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
3.1.12(i) <i>VENCorp</i> may issue further <i>scheduling instructions</i> in accordance with the <i>gas scheduling procedures</i> .	RP
3.1.12(j) <i>VENCorp</i> must log or record <i>scheduling instructions</i> .	RP
3.1.13(a) <i>Market Participant</i> must comply with <i>scheduling instruction</i> (subject to clause 3.1.13(b) and (d)).	CP
3.1.13(b) Notification by <i>Market Participant</i> of inability to comply with scheduled <i>inc/dec offer</i> .	CP
3.1.13(c) Notification by <i>VENCorp</i> if <i>Market Participant</i> unable to comply with <i>scheduling instruction</i> .	RP
3.1.13(e) <i>VENCorp</i> may declare non-conforming if <i>Market Participant</i> fails to comply with <i>scheduling instructions</i> , (subject to 3.1.13(b) and (d)).	RP
3.1.13(f) Notification by <i>VENCorp</i> that injections/withdrawals do not conform, (and if certain matters satisfied, <i>VENCorp</i> may <i>intervene</i> ).	RP
3.1.15(a) <i>Storage Providers</i> and <i>Producers</i> must verify quantities of gas intended to be injected into and withdrawn from the <i>transmission system</i> .	CP
3.1.15(b) <i>Storage Providers</i> and <i>Producers</i> must notify <i>VENCorp</i> of a material change to the quantity of gas intended to be injected or withdrawn.	CP
3.1.16(b) <i>VENCorp</i> must establish rules for determining ownership of gas in the <i>transmission system</i> .	RP
3.1.16(c) <i>VENCorp</i> must resolve any dispute relating to ownership of gas in the <i>transmission system</i> .	RP
3.1.16(d) Warranties by <i>Market Participants</i> to <i>VENCorp</i> relating to title of gas.	CP

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<b>Rule</b>	<b>Classification*</b>
3.1.16(e) Unconditional and irrevocable authorisation by each <i>Market Participant</i> to <i>VENCorp</i> to effect transfers of title to gas.	CP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
3.1.16(f) Indemnification by <i>Market Participants</i> of <i>VENCorp</i> against loss, liability, damage, claim, etc for breach of warranties in clause 3.1.16(d).	CP
<b>3.2 Determination of market price</b>	
3.2.1(a) Determination of <i>market price</i> by <i>VENCorp</i>	RP
3.2.1(b) <i>VENCorp</i> must produce a <i>pricing schedule</i> at the end of each <i>gas day</i> .	RP
3.2.1(c) Inputs to be used by <i>VENCorp</i> in producing <i>pricing schedule</i> .	RP
3.2.1(e) Inputs and assumptions to be applied by <i>VENCorp</i> in an optimisation program to produce <i>pricing schedule</i> .	RP
3.2.1(g) <i>VENCorp</i> must <i>publish the market price</i> .	RP
3.2.2 Obligations of <i>VENCorp</i> to set <i>market price</i> if <i>force majeure event</i> or <i>market suspension</i> .	RP
3.2.3 Obligations of <i>VENCorp</i> to set <i>market price</i> if no <i>force majeure event</i> and/or no <i>market suspension</i> .	RP
3.2.4(c) <i>VENCorp</i> must conduct a review of the value of <i>VoLL</i> within twelve months of the <i>commencement date</i> .	RP
3.2.4(d) <i>VENCorp</i> must conduct a review of the value of <i>VoLL</i> every two years.	RP
<b>3.3 Participant Compensation Fund</b>	
3.3.1 Establishment and maintenance of the <i>participant compensation fund</i> by <i>VENCorp</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
3.3.2(a) Collection by <i>VENCorp</i> of amount from <i>Market Participants</i> and payment by <i>Market Participants</i> of contribution to <i>participant compensation fund</i> .	CP
3.3.2(c) Variation and review of funding requirement by <i>VENCorp</i> .	RP
3.3.2(d) <i>VENCorp</i> to determine contribution rate of <i>participant compensation fund</i> .	RP

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RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
3.3.2(e) <i>VENCorp</i> must <i>publish</i> funding requirement for <i>participant compensation fund</i> .	RP
3.3.2(f) Payment by <i>Market Participants</i> of a proportion of the funding requirement.	CP
3.3.2(g) Component of <i>settlement amount</i> payable by <i>Market Participants</i> must be paid into <i>participant compensation fund</i> .	CP
3.3.2(i) Maintenance of fund by <i>VENCorp</i> .	RP
3.3.2(k) Payment of tax on interest, fees and compensation payments by <i>VENCorp</i> .	CP
<b>3.4 Linepack and settlement linepack</b>	
3.4.2(b), (c), (d) <i>VENCorp</i> must allocate <i>EoD linepack</i> .	RP
3.4.2(e), (f), (g) Determination of price of <i>EoD linepack</i> .	RP
3.4.2(h) Notification by <i>VENCorp</i> of <i>EoD linepack</i> allocation and price.	RP
3.4.4(a) <i>VENCorp</i> must determine <i>linepack capacity</i> to be made available to <i>Market Participants</i> applicable on <i>commencement date</i> and <i>publish</i> allocations.	RP
3.4.4(b) If there is a material change in <i>EoD linepack capacity</i> , <i>VENCorp</i> must determine and <i>publish</i> the amount of new <i>EoD linepack capacity</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
<b>3.5 Allocation and Reconciliation</b>	
3.5.2(a) <i>Market Participants</i> must appoint <i>Allocation Agents</i> at injection points.	CP
3.5.2(b) <i>Market Participants</i> must not submit <i>nomination</i> unless conditions satisfied.	CP
3.5.2(c) Only one <i>Allocation Agent</i> shall be appointed for each <i>system injection point</i> .	CP
3.5.2(d) Notification by <i>Market Participant</i> if <i>Allocation Agent</i> ceases to be approved.	CP

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 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
3.5.2(e) <i>Market Participant</i> must ensure <i>Allocation Agent</i> complies with clause 3.5.	CP
3.5.2(g) <i>Allocation Agents</i> must give statement to <i>VENCorp</i> .	CP
3.5.2(h) Amount of total quantity of gas allocated by each <i>Allocation Agent</i> must equal total gas injected.	CP
3.5.2(l) <i>VENCorp</i> must determine quantities of gas which are to be treated as injected.	RP
3.5.2(m) <i>VENCorp</i> must determine quantities of gas treated as injected according to formula.	RP
3.5.3(a) <i>Market Participant</i> must appoint an <i>Allocation Agent</i> at <i>non-SAW points</i> .	CP
3.5.3(b) <i>Market Participant</i> must not submit <i>nominations</i> unless <i>Allocation Agent</i> appointed and confirmed to <i>VENCorp</i> .	CP
3.5.3(c) Only one <i>Allocation Agent</i> shall be appointed for each <i>non-SAW point</i> .	CP
3.5.3(d) Notification by <i>Market Participant</i> if <i>Allocation Agent</i> ceases to be appointed by it.	CP
3.5.3(e) <i>Market Participant</i> must ensure <i>Allocation Agent</i> complies with clause 3.5.	CP

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<b>Rule</b>	<b>Classification*</b>
3.5.3(g) <i>Allocation Agents</i> must provide statement to <i>VENCorp</i> .	CP
3.5.3(h) Amount of gas allocated by <i>Allocation Agent</i> must equal total quantity withdrawn.	CP
3.5.3(l) <i>VENCorp</i> must determine quantities of gas to be treated as withdrawn, if no <i>Allocation Agent</i> .	RP
3.5.3(m) <i>VENCorp</i> must determine quantity of gas treated as withdrawn according to formula.	RP
3.5.4 <i>VENCorp</i> must establish <i>allocation algorithm</i> , give copy to <i>Market Participants</i> , review the <i>allocation algorithm</i> .	RP

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RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
3.5.5(a)-(f) Establishment and review of <i>reconciliation procedures</i> by <i>VENCorp</i> , consultation with <i>Market Participants</i> , provision of copies.	RP
3.5.5(g) <i>Market Participants</i> must comply with <i>reconciliation procedures</i> .	CP
<b>3.6 Settlements</b>	
3.6.1(a) <i>VENCorp</i> must determine <i>market fees</i> and facilitate billing and <i>settlement</i> of transactions by <i>VENCorp</i> .	RP
3.6.1(b) <i>Market Participants</i> must pay <i>market fees</i> .	CP
3.6.2(a) <i>VENCorp</i> must ensure <i>EFT facility</i> is provided.	RP
3.6.2(b) <i>Market Participants</i> must use the <i>EFT facility</i> .	CP
3.6.3 <i>VENCorp</i> must determine <i>trading amounts</i> for each <i>Market Participant</i> .	RP
3.6.4 Method by which the <i>trading imbalance</i> of a <i>Market Participant</i> shall be calculated.	RP
3.6.5 <i>VENCorp</i> must determine <i>settlement amounts</i> for each <i>Market Participant</i> in accordance with this clause.	RP
3.6.6(a) Payment by <i>Market Participants</i> of amount	CP

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<b>Rule</b>	<b>Classification*</b>
determined in accordance with clause 3.6.6(b).	
3.6.6(b) <i>VENCorp</i> must determine amount of compensation payments payable by <i>Market Participants</i> in accordance with this clause.	RP
3.6.6(d) Inclusion of amounts and details by <i>VENCorp</i> in <i>settlement statement</i> .	RP
3.6.7 <i>VENCorp</i> to determine and pay <i>ancillary payments</i> in accordance with clause 3.6.7.	CP
3.6.8(a) <i>VENCorp</i> must establish and <i>publish</i> principles and procedures for determining <i>ancillary payments</i> .	RP
3.6.8(c) A <i>Retailer</i> who sells gas to <i>Customers</i> is liable to pay <i>uplift payments</i> in respect of withdrawals of gas by those <i>Customers</i> .	CP

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<b>Rule</b>	<b>Classification*</b>
3.6.8(e) <i>VENCorp</i> must <i>publish</i> details of <i>ancillary payments</i> due.	RP
3.6.8(f) If <i>VENCorp</i> determines <i>ancillary payments</i> are attributable to <i>transmission constraints</i> , <i>VENCorp</i> must determine and <i>publish</i> certain information relating to the <i>transmission constraint</i> .	RP
3.6.9 Determination by <i>VENCorp</i> of <i>EoD linepack credits</i> and <i>EoD linepack debits</i> .	RP
3.6.10(a) <i>VENCorp</i> must maintain a <i>linepack account</i> .	RP
3.6.10(b) <i>VENCorp</i> must record <i>linepack credits</i> and <i>linepack debits</i> in <i>linepack account</i> .	RP
3.6.10(c) Formula for <i>VENCorp</i> to determine the amount of any <i>linepack credit</i> or <i>linepack debit</i> .	RP
3.6.11 <i>VENCorp</i> must establish, document and make available to <i>Market Participants</i> procedures for review of the <i>linepack account</i> .	RP
3.6.12(a) <i>VENCorp</i> must clear the balance of the <i>linepack</i>	RP

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<b>Rule</b>	<b>Classification*</b>
<i>account</i> each month.	
3.6.12(b) Payments by <i>Market Participants</i> .	CP
3.6.12(c) Payments by <i>VENCorp</i> to <i>Market Participants</i> .	CP
3.6.13(a) Payment of <i>settlement amounts</i> by <i>Market Participants</i> .	CP
3.6.13(b) Payment of <i>settlement amounts</i> by <i>VENCorp</i> .	CP
3.6.14(a) Provision of preliminary statement by <i>VENCorp</i> .	RP
3.6.14(c) <ul style="list-style-type: none"> <li>♦ Notification of errors in preliminary statements by <i>Market Participants</i>;</li> <li>♦ review of preliminary statement by <i>VENCorp</i>.</li> </ul>	RP
3.6.14(d) Notification and correction by <i>VENCorp</i> of errors in preliminary statements.	CP
3.6.15 Provision of <i>final statements</i> by <i>VENCorp</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
3.6.16 Payment by <i>Market Participants</i> of <i>settlement amounts</i> .	CP
3.6.17 Payment by <i>VENCorp</i> of <i>settlement amounts</i> .	CP
3.6.18 Settlement disputes must be resolved in accordance with the <i>dispute resolution procedures</i> .	RP
3.6.19 <i>VENCorp</i> must issue <i>revised statements</i> .	CP
3.6.20(a) <i>VENCorp</i> must specify time by which and date on which payment under a <i>revised statement</i> is due.	RP
3.6.20(b) Payment by <i>Market Participants</i> of the revised amount payable.	CP
3.6.20(c) Payment by <i>VENCorp</i> of the revised amount payable.	CP
3.6.23(a) Payment of interest by <i>VENCorp</i> and <i>Market</i>	CP

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<b>Rule</b>	<b>Classification*</b>
<i>Participants.</i>	
<b>3.7 Prudential Requirements</b>	
3.7.2(a) Provision and maintenance of security by <i>Market Participants.</i>	CP
3.7.3 The form of security which must be provided by a <i>Market Participant.</i>	CP
3.7.4(a) <i>VENCorp</i> must determine and confirm each <i>Market Participant's</i> minimum exposure.	RP
3.7.4(c) <i>Market Participants</i> must procure that at all times security held by <i>VENCorp</i> is not less than their <i>minimum exposure.</i>	CP
3.7.5(a) Provision of replacement security by <i>Market Participant.</i>	CP
3.7.5(b) If <i>Market Participant</i> fails to comply, <i>VENCorp</i> must give an <i>Market Participant</i> a <i>suspension notice.</i>	RP
3.7.6(a) <i>VENCorp</i> must notify <i>Market Participant</i> if it exercises rights in accordance with clause 3.6.21 (issue of <i>default notice.</i> )	RP

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<b>Rule</b>	<b>Classification*</b>
3.7.6(b) <i>Market Participant</i> must provide additional security.	CP
3.7.6(c) <i>VENCorp</i> must give <i>Market Participant</i> a <i>suspension notice</i> if it fails to comply.	RP
3.7.7(a), (b), (c) Publication of <i>suspension notices</i> and revocation by <i>VENCorp.</i>	RP
3.7.7(e) <i>Market Participants</i> must comply with <i>suspension notices.</i>	CP
3.7.7(g) Publication of notices by <i>VENCorp.</i>	RP
3.7.7(h) <i>VENCorp</i> must deregister suspended <i>Market Participants</i> where incapable of rectifying <i>default event</i> or failure.	RP

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<b>Rule</b>	<b>Classification*</b>
3.7.8 Setting of <i>trading limits</i> by <i>VENCorp</i> .	RP
3.7.9 Monitoring of exposures by <i>VENCorp</i> and notification by <i>VENCorp</i> .	RP
3.7.10(a) Making of <i>margin calls</i> by <i>VENCorp</i> .	RP
3.7.10(b) Satisfaction of <i>margin calls</i> by <i>Market Participants</i> .	CP
3.7.10(e) <i>VENCorp</i> must give <i>Market Participant</i> a <i>suspension notice</i> if <i>Market Participant</i> fails to satisfy a <i>margin call</i> .	RP
3.7.11 Information to be treated as confidential by <i>VENCorp</i> .	RP

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 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
<b>4. TECHNICAL MATTERS</b>	
<b>4.1 Connection to the Transmission System</b>	
4.1.3 Obligations of <i>Transmission Pipeline Owner</i> .	CP
4.1.4 Obligations of <i>VENCorp</i> .	RP
4.1.5 Obligations of <i>Connected Parties</i> .	CP
4.1.6(d) <i>VENCorp</i> must determine application fee for <i>connection</i> .	RP
4.1.7(a) Submission of information by <i>Transmission Pipeline Owner</i> to <i>VENCorp</i> .	CP
4.1.7(b) & (d) <i>VENCorp</i> obligations in relation to	RP

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<b>Rule</b>	<b>Classification*</b>
approval/rejection of <i>connection</i> .	
4.1.7(e) Provision of information by <i>Transmission Pipeline Owner</i> and <i>Connection Applicant</i> .	CP
4.1.7(f) <i>VENCorp</i> must determine <i>connection</i> principles and procedures and incorporate into these Rules.	RP
4.1.8(a) <i>Transmission Pipeline Owner</i> must prepare and make offer to <i>connect</i> .	CP
4.1.8(b) The offer to <i>connect</i> must contain the proposed terms and conditions for <i>connection</i> to the <i>transmission system</i> .	CP
4.1.8(c) Offer to <i>connect</i> must satisfy certain conditions.	CP
4.1.8(d) <i>Transmission Pipeline Owner</i> must use reasonable endeavours to provide an offer in accordance with certain requirements.	CP
4.1.8(e) Conduct of negotiations between <i>Transmission Pipeline Owner</i> and <i>Connection Applicant</i> must be in good faith.	CP
4.1.8(f) Offer to <i>connect</i> must define the basis for determining charges.	CP
4.1.9(a) Obligations of <i>Connection Applicant</i> if <i>Connection Applicant</i> accepts offer.	CP
4.1.9(c) <i>Connection agreement</i> must be based on the offer to <i>connect</i> .	CP

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RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
4.1.10(a) <i>Connection agreement</i> must not be entered unless approved by <i>VENCorp</i> .	CP
4.1.10(b) Submission of <i>connection agreement</i> by <i>Transmission Pipeline Owner</i> to <i>VENCorp</i> .	CP
4.1.10(c) Provision of information by <i>Transmission Pipeline Owner</i> to <i>VENCorp</i> .	CP
4.1.10(d) Approval or rejection of <i>connection agreement</i> by <i>VENCorp</i> within ten <i>business days</i> .	RP
4.1.10(f) Provision of information by <i>Transmission</i>	CP

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<b>Rule</b>	<b>Classification*</b>
<i>Pipeline Owner and Connection Applicant.</i>	
4.1.11 <i>Transmission Pipeline Owner must consult with VENC Corp in relation to proposed connection.</i>	CP
4.1.12(a) <ul style="list-style-type: none"> <li>♦ Information must be prepared, given and used in good faith.</li> <li>♦ Information must be treated as confidential and protected from disclosure.</li> </ul>	CP
4.1.12(b) <i>Notification of change to information by Transmission Pipeline Owner/Connection Applicant.</i>	CP
4.1.13 <i>Interconnecting Pipeline Owner must enter into connection agreement.</i>	CP
<b>4.2 LNG Storage</b>	
4.2.2(a) <i>VENC Corp is responsible for scheduling of LNG injection offers and managing LNG reserve.</i>	RP
4.2.2(b) <i>VENC Corp must establish committee to review VENC Corp's entitlement to LNG reserve.</i>	RP
4.2.3 <i>Obligations of the LNG Storage Provider.</i>	CP
4.2.4(a), (b) <i>Provision of information by LNG Storage Provider to VENC Corp in relation to BOC Agreement.</i>	CP
4.2.4(d) <i>LNG Storage Provider must not terminate/vary BOC Agreement without consent of VENC Corp.</i>	CP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
4.2.5(a) <i>VENC Corp must not adversely affect BOC's LNG storage entitlement.</i>	RP
4.2.5(b) <i>Provision of LNG storage capacity by LNG Storage Provider.</i>	CP
4.2.5(c) <i>LNG storage capacity must be made available to VENC Corp.</i>	CP
4.2.5(d) <i>Market Participant must hold LNG storage</i>	CP

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<b>Rule</b>	<b>Classification*</b>
<i>capacity in order to use LNG storage facility.</i>	
4.2.5(e) <i>LNG Storage Provider must maintain register.</i>	CP
4.2.6(b) <i>Market Participant may not transfer LNG storage/stock under certain conditions.</i>	CP
4.2.6(d) <i>LNG Storage Provider must not reject transfer which satisfies requirements.</i>	CP
4.2.6(e), (f) <i>Notification of proposed LNG storage transfer by transferor and transferee.</i>	CP
4.2.6(g) <i>Registration of LNG storage transfer by LNG Storage Provider and notification to VENC Corp.</i>	CP
4.2.6(j) <i>Registration by LNG Storage Provider of cessation of entitlement to LNG storage capacity.</i>	CP
4.2.7(a) <i>LNG Storage Provider must order maximum quantity of gas.</i>	CP
4.2.7(c) <i>Determination of quantity of gas by LNG Storage Provider and notification to VENC Corp.</i>	CP
4.2.8(a) <i>Market Participants must submit LNG injection offers.</i>	CP
4.2.8(b)-(d) <i>VENC Corp's obligations in relation to the acceptance and scheduling of LNG injection offers.</i>	RP
4.2.9(a) <i>VENC Corp may utilise LNG Reserve in accordance with this clause.</i>	RP
4.2.9(b) <i>Compliance by LNG Storage Provider with VENC Corp directions.</i>	CP
4.2.9(c) <i>Review of LNG Reserve by VENC Corp.</i>	RP

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 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
4.2.9(d) <i>Consultation by VENC Corp with Market Participants and LNG Storage Provider for the purpose of carrying out review of LNG reserve.</i>	RP
4.2.9(e) <i>Action which must be taken by LNG Storage</i>	CP

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<b>Rule</b>	<b>Classification*</b>
<i>Provider and Market Participants.</i>	
4.2.10(a) Establishment and operation of information exchange system by <i>LNG Storage Provider</i> and <i>VENCorp</i> .	RP
4.2.10(d) Provision of information referred to in clause 4.2.7(d) by <i>VENCorp</i> on request.	RP
<b>4.3 Gas Quality</b>	
4.3.1(b) <i>VENCorp</i> is responsible for ensuring gas complies with <i>prescribed specifications</i> .	RP
4.3.1(d) <i>Participants</i> must comply with <i>gas quality specifications</i> .	CP
4.3.1(e) Requirement of gas quality monitoring at all <i>system injection points</i> .	CP
4.3.2(b)(1) If <i>VENCorp</i> considers contract not being complied with or that conditions can no longer be satisfied, <i>VENCorp</i> must notify Market Participants that gas quality standards no longer approved (and <i>VENCorp</i> may refuse to accept gas).	RP
4.3.2(b)(2) <i>Market Participant</i> must not inject any further gas.	CP
4.3.3(a) Provision of <i>gas quality monitoring system</i> by <i>Transmission Pipeline Owner</i> .	CP
4.3.3(b) <i>Gas quality monitoring system</i> must be approved by <i>VENCorp</i> .	CP
4.3.3(c) <i>Gas quality monitoring system</i> must perform certain functions.	CP
4.3.3(d) <i>Gas quality monitoring system</i> must include certain equipment.	CP
4.3.3(e) Provider of <i>gas quality monitoring system</i> must ensure data transmitted in form and manner compatible with database.	CP

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RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
4.3.3(f) Submission of plan to <i>VENCorp</i> by provider of	CP

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<b>Rule</b>	<b>Classification*</b>
<i>gas quality monitoring system.</i>	
4.3.3(g) Provision of information by provider of the <i>gas quality monitoring system</i> and payment of costs by party requesting information.	CP
4.3.4(a) <i>Participant</i> must use reasonable endeavours to ensure that any gas complies with the <i>gas quality specifications</i> .	CP
4.3.4(c) <i>VENCorp</i> must not refuse to accept gas which complies with <i>gas quality specifications</i> .	RP
4.3.4(d) Notification by <i>Participants</i> if aware gas does not comply with <i>gas quality specifications</i> .	CP
4.3.4(f) Notification by <i>VENCorp</i> if it intends to accept <i>off-specification gas</i> .	RP
<b>4.4 Metering</b>	
4.4.1(e)(3) Costs of new <i>metering installations</i> , modifications to existing <i>metering installations</i> and decommissioning to be borne by <i>affected Participant</i> .	CP
4.4.3(c) Agreement by <i>Participants</i> under this clause must not be unreasonably withheld.	CP
4.4.3(d) A person who is not a <i>Participant</i> may only be a <i>responsible person</i> if it agrees with <i>VENCorp</i> to be bound by this clause and other conditions <i>VENCorp</i> may reasonably require.	CP
4.4.3(e) Notification by person who would otherwise be the <i>responsible person</i> .	CP
4.4.4 Obligations of <i>responsible person</i> .	CP
4.4.5 <i>Affected Participant</i> may provide additional equipment provided such equipment complies with certain requirements.	CP
4.4.6 <i>Metering installation</i> must comply with certain requirements.	CP

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<b>Rule</b>	<b>Classification*</b>
4.4.7 <i>Responsible person</i> must ensure <i>metering installation</i> is located as close as practicable to relevant point.	CP
4.4.8 Accuracy requirements for <i>metering installation</i> .	CP
4.4.9(b) <i>Responsible person</i> must ensure <i>metering installation</i> is calibrated in accordance with schedule.	CP
4.4.9(c) <i>VENCorp</i> must review calibration requirements and <i>publish</i> changes.	RP
4.4.9(d) Establishment of calibration procedures by <i>responsible person</i> .	CP
4.4.9(f) Making of results of tests available by <i>responsible person</i> .	CP
4.4.9(h) <i>Responsible person</i> must permit representatives to be present at calibration.	CP
4.4.9(i) <i>Responsible person</i> must give notice of calibration.	CP
4.4.9(j) Notification by <i>affected Participants</i> who wish to have representative present. Parties must use reasonable endeavours to agree time and date.	CP
4.4.9(m) Cost of calibration must be borne by person requiring calibration or <i>responsible person</i> .	CP
4.4.9(n) Monitoring of <i>metering installations</i> by <i>responsible person</i> on regular basis.	CP
4.4.9(o) Obligations of <i>responsible person</i> if it becomes aware that the accuracy of a <i>metering installation</i> does not comply with clause 4.4.	CP
4.4.9(p) Obligation of <i>responsible person</i> to provide report and estimate quantity of gas transferred after it becomes aware of any matter described in clause 4.4.9(o).	CP
4.4.9(q) Notification by <i>responsible person</i> of modification, adjustment, etc, of <i>metering installations</i> .	CP
4.4.10(a) Protection of <i>metering installation</i> by <i>responsible person</i> .	CP

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Rule	Classification*
4.4.10(b) Notification by <i>Participant</i> if evidence of tampering found.	CP
4.4.10(c) Testing by <i>responsible person</i> if evidence that accuracy might have been affected by tampering.	CP
4.4.10(d) Payment of costs by a <i>Participant</i> who interferes with a <i>metering installation</i> without approval.	CP
4.4.11 Protection of <i>metering data</i> by <i>responsible person</i> .	CP
4.4.12(a),(b) Notification and confirmation to <i>VENCorp</i> by a <i>responsible person</i> of changes to parameters or settings.	CP
4.4.12(c) Recording of changes to parameters or settings by <i>VENCorp</i> in <i>metering register</i> .	RP
4.4.13(a) <i>Responsible person</i> must ensure that the <i>metering installation</i> complies with this clause 4.4.13.	CP
4.4.13(b), (c) & (e) <i>Metering installations</i> must be capable of determining the energy content.	CP
4.4.13(g) Determination by <i>VENCorp</i> of the source of data used for determining the energy content of gas.	RP
4.4.13(h) <i>VENCorp's</i> obligations associated with determining appropriate source of data.	RP
4.4.13(i) <i>VENCorp</i> to ensure heating values are to be applied.	RP
4.4.13(j) Data must be averaged and applied by <i>responsible person</i> for the purpose of measuring energy content of gas.	CP
4.4.13(k) <i>Metering installation</i> must be capable of recording <i>metering data</i> transmitted to <i>metering database</i> .	CP
4.4.14(a) <i>Responsible person</i> must procure that <i>metering data</i> is transmitted to <i>metering database</i> .	CP

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<b>Rule</b>	<b>Classification*</b>
4.4.14(b) <i>Responsible person</i> to procure repairs are made to <i>metering installations</i> .	CP
4.4.14(c) Advice by <i>Participant</i> to <i>VENCorp</i> of <i>metering installation</i> malfunction or defect.	CP
4.4.15(a) Meter clocks must be referenced to Australian Eastern Standard Time.	CP
4.4.15(b) <i>Metering data</i> must be set within specified accuracy limits.	CP
4.4.16(a) Provision of pulse outputs by <i>responsible person</i> .	CP
4.4.16(b) Payment of costs by person requesting the pulse output.	CP
4.4.17 Protection of data in <i>metering installation</i> by <i>responsible person</i> .	CP
4.4.18(a) <i>VENCorp</i> must collect <i>metering data</i> so as to determine certain matters.	RP
4.4.18(b) <i>Participants</i> to use reasonable endeavours to provide <i>metering data</i> .	CP
4.4.18(c), (d) Obligation of <i>responsible person</i> to ensure data capable of transmission/accessible by <i>VENCorp</i> .	CP
4.4.19 Creation of <i>installation database</i> by <i>responsible person</i> and ensuring <i>VENCorp</i> and affected <i>Participants</i> have access.	CP
4.4.20 Creation and maintenance of <i>metering database</i> and granting of access to <i>metering database</i> by <i>VENCorp</i> .	RP
4.4.21(a),(b) Maintenance of <i>metering register</i> by <i>VENCorp</i> .	RP
4.4.21(c)(1) Advice by <i>VENCorp</i> if information in <i>metering register</i> indicates that a <i>metering installation</i> does not comply with this clause.	RP

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Rule	Classification*
4.4.21(c)(2) Obligation of <i>responsible person</i> to procure that the <i>metering installation</i> does comply.	CP
4.4.21(d) <i>VENCorp</i> must establish transfer procedures to deal with registration procedures of <i>Non-Franchise Customers</i> transferring between <i>Retailers</i> .	RP
4.4.22(e) <i>Responsible person</i> to ensure congestion does not occur.	CP
4.4.22(f) Responsibility of <i>responsible person</i> to ensure that persons have access.	CP
4.4.22(g) Obligation of <i>responsible person</i> to provide local reading.	CP
4.4.23 Payment for access to <i>metering data</i> by <i>Participant</i> to whom access provided.	CP
4.4.24(a)-(f), (h) Validation and substitution of <i>metering data</i> by <i>VENCorp</i> .	RP
4.4.24(g) Obligations of <i>affected Participant</i> and <i>VENCorp</i> if an <i>affected Participant</i> disputes a substitution made by <i>VENCorp</i> .	RP
4.4.25 Obligation of <i>Participants</i> to ensure passwords and <i>metering data</i> are treated as <i>confidential information</i> .	CP
4.4.26(a) <i>Metering data</i> must be used by <i>VENCorp</i> as the primary source of data for <i>settlements</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
4.4.26(c) <ul style="list-style-type: none"> <li>Where <i>metering installation</i> used for additional purpose, must not be inconsistent with, or cause <i>Participant</i> to breach Rules or laws;</li> <li><i>Responsible person</i> must co-ordinate with persons who use <i>metering installation</i> for other purposes.</li> </ul>	CP CP
4.4.28 <i>VENCorp</i> must undertake review of the <i>metering</i> provisions.	RP

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<b>Rule</b>	<b>Classification*</b>
<b>5. MARKET INFORMATION AND SYSTEM PLANNING</b>	
<b>5.1 Market Information</b>	
5.1.1(b) Information concerning the operation of the <i>market</i> must be made available by <i>VENCorp</i> . <i>VENCorp</i> may charge a fee.	RP
5.1.1(c) Information in relation to the <i>market price</i> must be made available by <i>VENCorp</i> .	RP
5.1.2(a) All information by <i>Participants</i> to <i>VENCorp</i> must be provided by means of the <i>electronic communication system</i> .	CP
5.1.2(b) Information must be provided using templates.	CP
5.1.2(c) Information must be <i>time stamped</i> by <i>VENCorp</i> .	RP
5.1.2(e) Development of <i>electronic communication procedures</i> by <i>VENCorp</i> .	RP
5.1.3 Establishment, maintenance and publication of <i>Participant</i> data by <i>VENCorp</i> .	RP
5.1.4 Publication of schedules by <i>VENCorp</i> .	RP
5.1.5 Market information must be made available by <i>VENCorp</i> .	RP
5.1.6 <i>VENCorp</i> must retain records for seven years.	RP
5.1.7 <i>VENCorp</i> must arrange <i>market</i> audit.	RP

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<b>Rule</b>	<b>Classification*</b>
5.2.1(b), (c), (d) <i>VENCorp</i> must provide planning reviews and use reasonable endeavours to ensure that <i>planning reviews</i> accurately reflect the information provided to <i>VENCorp</i> .	RP
5.2.2 Preparation and provision of <i>annual planning reviews</i> by <i>VENCorp</i> .	RP
5.2.3(a) Preparation and provision of <i>quarterly planning reviews</i> by <i>VENCorp</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
5.2.3(b),(c),(d) Information which must be included by <i>VENCorp</i> in the <i>quarterly planning reviews</i> .	RP
5.2.3(e) <i>VENCorp</i> must update <i>quarterly planning review</i> if previous review becomes materially inaccurate.	RP
5.2.4(a)-(e) Provision of forecasts by <i>Participants</i> .	CP
5.2.4(f) Confidentiality obligations of <i>VENCorp</i> .	RP
5.2.4(h) Obligations of <i>Participants</i> to provide information in good faith and to ensure the information is accurate.	CP
5.2.6(a) Co-ordination of maintenance by <i>VENCorp</i> to ensure <i>system security</i> .	RP
5.2.6(b) Development of operating procedures by <i>VENCorp</i> .	RP
5.2.6(c) Obligation of <i>Transmission Pipeline Owner</i> to act in accordance with forecasts.	CP

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<b>Rule</b>	<b>Classification*</b>
5.2.6(d) <ul style="list-style-type: none"> <li>Obligation of <i>Pipeline Owner/Storage Providers</i> to act in accordance with forecasts.</li> <li>Co-operation by <i>Pipeline Owners/Storage Providers</i>.</li> </ul>	CP CP
5.2.6(f) Provision of information by <i>Pipeline Owners/Storage Providers</i> if breakdown or potential breakdown of equipment.	CP
5.2.6(g) Provision of details of defect in equipment by <i>VENCorp</i> .	RP
<b>5.3 MDQ authorisation</b>	
5.3.1(a), (b) <i>VENCorp</i> and a <i>Transmission Pipeline Owner</i> must enter into a <i>service envelope agreement</i> .	CP
5.3.1(d) <i>VENCorp</i> and <i>Transmission Pipeline Owner</i> must supply information requested by independent person.	RP

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<b>Rule</b>	<b>Classification*</b>
5.3.1(f) <i>VENCorp</i> and <i>Transmission Pipeline Owner</i> must ensure resolution of disagreement reflected in <i>service envelope agreement</i> .	CP
5.3.2(a) <i>VENCorp</i> must allocate <i>authorised MDQ</i> .	RP
5.3.2(b) <i>VENCorp</i> must prepare and make available to <i>Market Participants</i> a report on methodology for allocating <i>authorised MDQ</i> .	RP
5.3.2(c) <i>VENCorp</i> must notify <i>Market Participants</i> to whom <i>authorised MDQ</i> is allocated.	RP
5.3.2(d) A <i>Retailer</i> must notify its <i>Customers</i> of the <i>Customer's authorised MDQ</i> .	CP
5.3.2(e) <i>VENCorp</i> must advise a <i>Customer</i> of the <i>Customer's authorised MDQ</i> .	RP
5.3.2(h) <i>VENCorp</i> must review <i>authorised MDQ</i> allocated under clause 5.3.2(a)(1).	RP

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<b>Rule</b>	<b>Classification*</b>
5.3.3(a) <i>A Transmission Pipeline Owner who extends or expands its pipeline must consult with VENC Corp.</i>	CP
5.3.3(b) <i>VENC Corp must allocate additional authorised MDQ according to the direction of Transmission Pipeline Owner.</i>	RP
5.3.3(c) <i>VENC Corp must not allocate authorised MDQ except in accordance with the direction of relevant Transmission Pipeline Owner.</i>	RP
5.3.3(d) <i>VENC Corp and Transmission Pipeline Owner must modify existing service envelope agreement.</i>	CP
5.3.3(e) <i>Retailer must give prior notice to VENC Corp of Customers to whom additional authorised MDQ is to be attributed.</i>	CP
5.3.3(f) <i>Retailer's liability for payment of uplift payments if withdrawals by Customers exceed authorised MDQ.</i>	CP
5.3.4(b) <i>VENC Corp to set authorised MDQ of Customers who transfer from tariff D to tariff V in a fair and equitable manner.</i>	RP

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<b>Rule</b>	<b>Classification*</b>
5.3.4(c) <i>VENC Corp must allocate authorised MDQ to Customers who inject gas at injection points other than Longford if there is sufficient capacity available.</i>	RP
5.3.4(d) <i>VENC Corp must allocate spare authorised MDQ.</i>	RP
5.3.4(e) <i>Requirements to be observed by VENC Corp in allocating spare authorised MDQ.</i>	RP
5.3.4(g) <i>VENC Corp must use monies received from auctioning authorised MDQ to offset its costs.</i>	RP
5.3.5(a) <i>Authorised MDQ is valid only for withdrawals of gas at delivery points in respect of which it was first allocated.</i>	CP

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<b>Rule</b>	<b>Classification*</b>
5.3.5(b) <i>VENCorp</i> must advise transferees of <i>authorised MDQ</i> of amount attributable to that <i>authorised MDQ</i> (as transferred).	RP
5.3.6 <i>Authorised MDQ</i> of a person disconnected from the <i>transmission system</i> reverts to <i>VENCorp</i> .	CP
<b>5.4 Confidentiality</b>	
5.4.1 Obligation of <i>VENCorp/Participants</i> to keep information confidential.	RP
5.4.3 Precautions by <i>VENCorp/Participants</i> to ensure recipients keep information confidential if information disclosed.	RP
5.4.4 Indemnification of <i>VENCorp</i> by <i>Participants</i> .	CP
5.4.5 Obligation of <i>Participants</i> to comply for three years after ceasing to be a <i>Participant</i> .	CP
5.4.6 Development and implementation of confidentiality policy by <i>VENCorp</i> .	RP

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<b>6. INTERVENTION AND MARKET SUSPENSION</b>	
<b>6.1 Overview</b>	
6.1.2 Responsibility of <i>VENCorp</i> (and acknowledgments by <i>Participants</i> ).	RP
<b>6.2 Emergencies</b>	
6.2.1(c) <i>Participant</i> must notify <i>VENCorp</i> of <i>emergencies</i> /action taken.	CP
6.2.1(g) <i>Participants</i> must ensure its <i>safety plan</i> permits it to comply with <i>emergency</i> directions.	CP
6.2.1(i) Notification by <i>VENCorp</i> of end of <i>emergency</i> .	RP

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6.2.2.(c)-(e)	Obligation of <i>VENCorp</i> to prepare <i>emergency procedures</i> and make available <i>emergency procedures</i> to each <i>Participant</i> .	RP
<b>6.3</b>	<b>Emergency Planning by Participants</b>	
6.3.1	Provision of <i>emergency</i> contact information by <i>Participants</i> .	CP
6.3.2	Establishment and maintenance of internal <i>safety procedures</i> by <i>Participants</i> .	CP
6.3.3	Obligation of <i>Participants</i> to ensure officers/staff/customers familiar with procedures.	CP
<b>6.4</b>	<b>Emergency Curtailment of Customers</b>	
6.4.1	Provision of <i>curtailment</i> information by <i>Distributors</i> .	CP
6.4.2	Provision of <i>curtailment</i> information by <i>Transmission Customers</i> .	CP
6.4.3	Preparation of <i>emergency curtailment</i> list and notification by <i>VENCorp</i> .	RP

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Rule		Classification*
<b>6.5</b>	<b>Response to Emergency</b>	
6.5.1(a)	Obligation of <i>VENCorp</i> to provide information when an <i>emergency</i> arises.	RP
6.5.1(b)	Obligation of each <i>Participant</i> to advise officers/staff of the nature and existence of an <i>emergency</i> .	RP
6.5.1(c)(1)	<i>VENCorp</i> may issue such <i>emergency directions</i> as it reasonably considers necessary.	RP
6.5.1(c)(2)	Obligations of each <i>Participant</i> during an <i>emergency</i> .	CP
6.5.1(d)	<i>Participants</i> must use reasonable endeavours to ensure that its <i>Customers</i> act in a manner which enables the <i>Participant</i> to comply with its	RP

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<b>Rule</b>	<b>Classification*</b>
obligations.	
6.5.1(e) <i>VENCorp</i> must decide which requirements are to prevail in the event of conflict between procedures, chapter 6 and an <i>emergency direction</i> .	RP
6.5.2(b) Obligation of each <i>Participant</i> to comply with all such <i>emergency directions</i> .	CP
6.5.2(e) Shortfall to be paid to <i>VENCorp</i> by <i>Market Participants</i> .	CP
6.5.3(b) Obligation of <i>Participants</i> to comply with such <i>emergency directions</i> .	CP
6.5.3(e) Shortfall to be paid to <i>VENCorp</i> by <i>Market Participants</i> .	CP
<b>6.6 System Security Threat</b>	
6.6.1(a) Provision of details of threat to <i>system security</i> to <i>Participants</i> by <i>VENCorp</i> .	RP
6.6.1(c) Obligation of <i>Participants</i> to provide information to <i>VENCorp</i> .	CP
6.6.1.(d) <i>VENCorp</i> must treat information as <i>confidential</i> and only use it for certain purposes.	RP

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<b>Rule</b>	<b>Classification*</b>
6.6.1(e) Obligation of <i>VENCorp</i> to inform to <i>Participants</i> when threat to <i>system security</i> at an end.	RP
6.6.2(a) Facilitation of response to <i>system security</i> threat by <i>VENCorp</i> .	RP
6.6.2(b) Obligations on <i>VENCorp</i> to take certain action if insufficient time for a threat to <i>system security</i> to subside.	RP

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<b>Rule</b>	<b>Classification*</b>
6.6.3(a) If <i>VENCorp</i> believes that sufficient time exists for a threat to <i>system security</i> to subside without <i>intervention</i> , <i>VENCorp</i> must take certain action.	RP
6.6.3(b) Obligation of <i>Participants</i> to comply with all requests and directions issued by <i>VENCorp</i> .	CP
6.6.4 If <i>VENCorp</i> believes insufficient time exists for threat to <i>system security</i> to subside without <i>intervention</i> , <i>VENCorp</i> must <i>intervene</i> .	RP
6.6.5.(c) Obligation of <i>VENCorp</i> to request the <i>Adviser</i> to establish a <i>compensation panel</i> and to refer the claim to the <i>Adviser</i> .	RP
6.6.5.(d) Obligation of <i>Adviser</i> to establish <i>compensation panel</i> .	RP
6.6.5.(e) Determination of issues by <i>compensation panel</i> .	RP
6.6.5.(f) Conduct and bases of determination by <i>compensation panel</i> .	CP
6.6.5.(g) Compensation of <i>Market Participant</i> by <i>VENCorp</i> .	CP
<b>6.7 Force Majeure and Market Suspension</b>	
6.7.1 Development and publication by <i>VENCorp</i> of <i>administered price cap</i> .	RP
6.7.2(c) Notification by <i>VENCorp</i> of <i>force majeure event</i> .	RP
6.7.2(d) <i>Participants</i> must use reasonable endeavours not to exacerbate and must mitigate effects of <i>force majeure event</i> .	CP

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<b>Rule</b>	<b>Classification*</b>
6.7.2(e) If any <i>force majeure event</i> occurs <i>VENCorp</i> must declare <i>administered price period</i> .	RP
6.7.3(b) <i>VENCorp</i> must not declare the <i>market</i> to be suspended solely because of certain factors.	RP
6.7.4 Declaration and notification of <i>market</i> suspension by <i>VENCorp</i> .	RP

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<b>Rule</b>	<b>Classification*</b>
6.7.5(a) <i>Market price during market suspension must be determined by VENC Corp in accordance with clause 3.2.2.</i>	RP
6.7.6(c) <i>VENC Corp must request the Adviser to establish a compensation panel and to refer the claim to the Adviser for determination.</i>	RP
6.7.6(d) <i>Adviser must establish compensation panel.</i>	RP
6.7.6(e) <i>Compensation panel must make determination and notify VENC Corp.</i>	RP
6.7.6(f) <i>Conduct and bases of determination of compensation panel.</i>	RP
6.7.6(g) <i>VENC Corp must compensate the Market Participant in accordance with determination.</i>	CP
6.7.7 <i>VENC Corp must publish intervention report.</i>	RP
<b>6.8 Review of Chapter 6</b>	
6.8.1 <i>Timing of review.</i>	RP
6.8.2 <i>Terms of reference.</i>	RP
6.8.3 <i>Process of review.</i>	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
<b>7. ENFORCEMENT AND DISPUTES</b>	
<b>7.1 Enforcement</b>	
7.1.1(b) <i>If VENC Corp requests information from Participants, VENC Corp must provide reasons.</i>	RP

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<b>Rule</b>	<b>Classification*</b>
7.1.1(c) <i>Participants</i> must comply with a request made by <i>VENCorp</i> .	CP
7.1.1(e) Provision of assistance to investigator by <i>Participants</i> .	CP
7.1.1(f) Cost of investigation to be met by <i>Participants</i> .	CP
7.1.2 <i>VENCorp</i> obligations concerning alleged breaches of Rules.	RP
7.1.5 Publication by <i>VENCorp</i> of report summarising decisions of <i>VENCorp</i> in relation to enforcement.	RP
<b>7.2 Dispute Resolution</b>	
7.2.1(b) Obligation of parties to comply with the procedures.	RP
7.2.1(c) Party must apply to the <i>Regulator</i> if parties cannot agree on procedures.	RP
7.2.1(d) <i>Regulator</i> must decide and direct the parties.	RP
7.2.1(g) Parties must comply with the decision of the <i>Regulator</i> .	RP
7.2.2(a)-(c) <i>VENCorp</i> must appoint <i>Adviser</i> , having regard to certain matters.	RP
7.2.2(d) <i>VENCorp</i> may terminate appointment if, in its reasonable opinion, the <i>Adviser</i> does not meet the requirements.	RP
7.2.2(e)-(h) <i>VENCorp</i> , in consultation with the <i>Adviser</i> , must select group to constitute <i>dispute resolution panel</i> , having regard to certain matters.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

<b>Rule</b>	<b>Classification*</b>
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Rule	Classification*
7.2.3(c) <ul style="list-style-type: none"> <li>◆ <i>Adviser</i> must notify all other parties of the dispute;</li> <li>◆ Provision of information by parties if requested by <i>Adviser</i>.</li> </ul>	RP
7.2.3(f) Appointment of <i>dispute resolution panel</i> and reference of dispute to <i>dispute resolution panel</i> by the <i>Adviser</i> .	RP
7.2.4(a) <i>Adviser</i> must establish <i>dispute resolution panel</i> .	RP
7.2.4(c) <i>Dispute resolution panel</i> must select procedures to apply to the dispute resolution process.	RP
7.2.4(d) Venue to be determined by the <i>dispute resolution panel</i> .	RP
7.2.4(e) Compliance by parties with any procedural requirements imposed by the <i>dispute resolution panel</i> .	CP
7.2.4(f) Period within which the <i>dispute resolution panel</i> must give notice of its determination.	RP
7.2.4(g) Provision of written notice to <i>dispute resolution panel</i> by the parties describing action taken following <i>dispute resolution panel's</i> determination.	RP
7.2.5(d) <i>Adviser</i> must notify all <i>Participants</i> who may be affected.	RP
7.2.5(e) Monies must be paid on the date specified for payment in the <i>settlement statement</i> .	CP
7.2.6(a) Issue of revised <i>settlement statement</i> by <i>VENCorp</i> .	RP
7.2.6(b) Payment by relevant <i>Participant</i> of the amount specified.	CP
7.2.9 Determination is binding on the parties and the parties are obliged to comply with a determination.	CP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

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<b>Rule</b>	<b>Classification*</b>
7.2.10(a) Written details of the resolution must be sent to the <i>Adviser</i> by the chairman of the <i>dispute resolution panel</i> .	RP
7.2.10(b) Summary of resolution to be sent by <i>Adviser</i> to <i>VENCorp</i> and the parties.	RP
7.2.10(d) Results of dispute resolutions must be made available by <i>VENCorp</i> to certain persons.	RP
7.2.13 Indemnification by <i>VENCorp</i> of <i>Adviser</i> and members of <i>dispute resolution panel</i> .	CP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

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Rule	Classification*
<b>8. RULES CHANGES</b>	
8.1(a) Rules may only be changed by the board of directors of <i>VENCorp</i> if certain matters are satisfied.	RP
8.1(b) Implementation of rule change by <i>VENCorp</i> on effective date.	RP
8.1(c) Rule change report must be developed and made available by <i>VENCorp</i> to <i>Participants</i> .	RP
8.3 <i>VENCorp</i> must consider certain matters in assessing a proposed Rule change.	RP
8.4(a) Decision by <i>VENCorp</i> on Rule change proposed by other person as soon as possible unless <i>VENCorp</i> reasonably considers it has insufficient information or it is not practicable.	RP
8.4(b) <i>VENCorp</i> Board must not approve Rule change unless satisfied of certain matters.	RP
8.4(c) If <i>VENCorp</i> Board rejects proposed Rule change, <i>VENCorp</i> must give notice.	RP
8.5 Submission of proposed change by <i>VENCorp</i> to <i>Regulator</i> .	RP
8.6 Assessment and notification by <i>Regulator</i> of proposed Rule change.	RP
8.7 <i>VENCorp</i> must take certain action following <i>Regulator's</i> decision.	RP
8.8(a) Notification by <i>Regulator</i> of approval of Rule change to <i>VENCorp</i> .	RP
8.8(b) Written notice of rule change by <i>VENCorp</i> to all <i>Participants</i> .	RP
8.8(c) Notification to <i>Participants</i> by <i>VENCorp</i> of the date on which the rule change is to take effect.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

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Rule	Classification*
<b>9. TRANSITIONAL ARRANGEMENTS</b>	
9.1.1(a) <i>VENCorp</i> must establish a <i>gas market review committee</i> by 1 September 1999.	RP
9.1.1(b) <i>Gas market review committee</i> to consist of certain members.	RP
9.1.1(c) <i>VENCorp</i> must appoint one member of the <i>gas market review committee</i> to act as Chairman.	RP
9.1.1(d) <i>VENCorp</i> must provide administrative support.	RP
9.1.1(e) The <i>gas market review committee</i> must prepare procedures for governing its operation and review the need for a change to locational and hourly pricing.	RP
9.1.1(f) The <i>gas market review committee</i> must undertake a review in accordance with <i>public consultation procedures</i> and may engage suitably qualified external consultants.	RP
9.1.1(g) <i>VENCorp</i> is to fund the costs of engaging consultants from <i>market fees</i> .	RP
9.1.1(h) The <i>gas market review committee</i> must take into account certain factors.	RP
9.1.1(i) The <i>gas market review committee</i> must prepare and submit a report by 1 December 1999.	RP
9.1.1(j) The report submitted by the <i>gas market review committee</i> must include certain information (if the committee endorses the change to hourly and locational pricing).	RP
9.1.1(k) If the <i>gas market review committee</i> concludes that hourly, locational pricing should not be introduced, the report (submitted under clause 9.1.1(i)) must contain a recommendation for Rules changes.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
 RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

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<b>Rule</b>	<b>Classification*</b>
9.1.1(l) <i>VENCorp</i> must establish procedures for transition to locational and hourly pricing if recommended by gas <i>market review committee</i> .	RP
9.1.1(m) If gas <i>market review committee</i> does not reach a conclusion, <i>VENCorp</i> must proceed with transition to hourly and locational pricing.	RP
9.1.2 <i>VENCorp</i> must give effect to contract for Interconnect between Victoria and New South Wales and amend these Rules.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

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<b>Rule</b>	<b>Classification*</b>
<b>10. INTERPRETATION</b>	
10.5 <i>Participants</i> must not assign rights or obligations under these Rules.	CP
10.7 Method of payment under Rules.	CP
10.9 Records and documents must be retained for seven years.	RP

\* CP = conduct provision (any person can bring action) - damages/declaration/injunction  
RP = regulatory provision (Regulator, only, can bring action) - injunction/declaration

## **CHAPTER 8. RULES CHANGES**

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## 8. RULES CHANGES

### 8.1 Changing these Rules

- (a) These Rules may only be changed by the Board of Directors of *VENCorp* in accordance with clause 8.1(b) if:
- (1) any person including *VENCorp* proposes a Rule change; and
  - (2) where the Rule change is proposed:
    - (A) by a person other than *VENCorp*, the Board of Directors of *VENCorp* approves the proposed Rule change under clauses 8.3 and 8.4; or
    - (B) by *VENCorp*, *VENCorp* has complied with clause 8.3 and the Board of Directors of *VENCorp* is satisfied that the Rule change satisfies the provisions of clause 8.2(b)(3) and is consistent with the performance by *VENCorp* of the *VENCorp functions*; and
  - (3) when clause 8.1(a)(2) is satisfied, the *Regulator* then approves the proposed Rule change and if necessary, grants an authorisation in respect of these Rules as amended by the proposed Rule change in accordance with clauses 8.6, 8.7 and 8.8.
- (b) A Rule change will become effective on the date specified in a notice sent to *Participants* by *VENCorp* in accordance with clause 8.8 and *VENCorp* must do all things necessary to implement the Rule change on that date.
- (c) *VENCorp* must develop and, during March and September each year, make available to *Participants* a report which sets out:
- (1) all Rule change proposals which have been made in the previous six month period and any decisions (but not the reasons for those decisions) and any requests for further information made by *VENCorp* under clause 8.4 in relation to those Rule change proposals;
  - (2) the progress of those Rule change proposals in accordance with the procedures prescribed in this chapter 8;
  - (3) the reason for any delays in relation to the progress of those Rule change proposals and any action *VENCorp* has taken to overcome those delays; and
  - (4) any other matter which *VENCorp* reasonably considers to be relevant to the progress of Rule change proposals, including but not limited to any policies developed by *VENCorp* in relation to:
    - (A) the way in which it intends to deal with any procedure specified in this chapter 8; and

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(B) the facts, matters or circumstances which *VENCorp* may take into account in making a decision and otherwise discharging its functions and obligations under this chapter 8,

providing that nothing in this clause 8.1(c)(4) is to be taken to limit the exercise by *VENCorp* of its discretion under this chapter 8.

## **8.2 Proposals by persons other than *VENCorp***

- (a) If a person other than *VENCorp* proposes a Rule change, that person must submit the proposed Rule change to *VENCorp*.
- (b) A submission made under clause 8.2(a) must:
  - (1) be in writing;
  - (2) include the name and address of the applicant;
  - (3) demonstrate that the Rule change is:
    - (A) consistent with the *market objectives*;
    - (B) feasible;
    - (C) not unreasonably costly to implement; and
    - (D) a more appropriate or better means of achieving the criteria set out in clauses 8.2(b)(3)(A) to (C), where the effect of the Rule change will be to replace an existing Rule;
  - (4) include a brief statement of the reasons why a Rule change is necessary or desirable; and
  - (5) contain sufficient information to permit a proper consideration by *VENCorp* of those reasons, including the public benefit (if any) of making the Rule change.
- (c) A submission made under clause 8.2(a) may include a draft of the relevant Rule change.

## **8.3 *VENCorp*'s consideration of proposed Rule change**

In considering a Rule change proposed by a person other than *VENCorp*, or before itself proposing a Rule change, *VENCorp*:

- (a) must take into account any information and documents which *VENCorp* reasonably considers to be relevant to its consideration of the proposed Rule change;
- (b) must consult with persons who *VENCorp* reasonably considers will be likely to be affected by the proposed Rule change; and
- (c) may seek such information and views from any person in relation to the submission as may be practicable in the circumstances, having regard to the nature of the proposed Rule change.

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#### **8.4 VENC Corp decision on Rule change proposed by other person**

- (a) Subject to clauses 8.4(b) and (c), the Board of Directors of *VENC Corp* must make a decision to approve or reject a Rule change proposed in accordance with clause 8.2 as soon as practicable but in any event within sixty days of making or receiving a proposal for a Rule change unless:
- (1) *VENC Corp* reasonably considers that it has insufficient information to enable it to make a decision under this clause 8.4 in which case *VENC Corp* may request the person who made the submission under clause 8.2(a) to provide to *VENC Corp* that further information and the sixty day period within which *VENC Corp* is otherwise required to make a decision under this clause 8.4 is then to be extended by the number of days in the period commencing on the day of *VENC Corp's* request for further information to and including the day on which *VENC Corp* received that information; or
  - (2) *VENC Corp* reasonably considers that due to the nature of the proposed Rule change and the supporting information to be assessed by the Board of Directors of *VENC Corp* in making its decision under this clause 8.4, it is not practicable for *VENC Corp* to make a decision within sixty days in which case *VENC Corp* may extend the period within which it must make a decision under this clause 8.4 by a maximum further period of thirty days, resulting in a total maximum period of ninety days.
- (b) The Board of Directors of *VENC Corp* must not decide to approve a Rule change proposed in accordance with clause 8.2 unless satisfied that the Rule change is consistent with the performance by *VENC Corp* of the *VENC Corp functions*.
- (c) If the Board of Directors of *VENC Corp* decides to reject a Rule change proposed in accordance with clause 8.2:
- (1) *VENC Corp* must give notice of its decision to the person or persons who made the submission; and
  - (2) that decision is final.

#### **8.5 Application to the Regulator for approval**

- (a) If a Rule change is:
- (1) proposed by *VENC Corp*; or
  - (2) proposed by a person other than *VENC Corp* and approved by the Board of Directors of *VENC Corp* in accordance with clauses 8.3 and 8.4,
- that proposed Rule change must then be submitted to the *Regulator* by *VENC Corp* as soon as practicable for consideration.
- (b) A proposed Rule change which is submitted to the *Regulator* under clause 8.5(a) must be accompanied by:
- (1) any supporting information that *VENC Corp*:
    - (A) considers relevant and appropriate; and

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- (B) is able to provide to the *Regulator*,  
to enable the *Regulator* properly to assess the merits of the Rule change;
  - (2) a description of the possible effect (if any) of the Rule change on *access arrangements* given under the *Access Code*;
  - (3) a description of the possible effect (if any) of the Rule change on any authorisations granted by the *Regulator* in respect of these Rules or whether the Rule change otherwise requires authorisation by the *Regulator*;
  - (4) a statement from *VENCorp* confirming that the procedures set out in this chapter 8 have been followed in relation to the proposed Rule change;
  - (5) the date on which the proposed Rule change is to take effect; and
  - (6) if the proposed Rule change is to be made with retrospective effect, the reasons for applying the Rule change retrospectively.

#### **8.6 The Regulator's assessment of Rule change**

- (a) When a proposed Rule change is submitted to the *Regulator* under clause 8.5, the *Regulator* must assess the proposed Rule change and provide an indicative opinion to *VENCorp* as to whether:
  - (1) the proposed Rule change would or would be likely to:
    - (A) materially change the circumstances or conditions of any authorisation granted by the *Regulator* in respect of these Rules; or
    - (B) materially change the circumstances of any *access arrangement* given to the *Regulator* under the *Access Code*; or
    - (C) result in a contravention of a provision of the Trade Practices Act 1974 (Comm) for which no authorisation granted by the *Regulator* exists; or
  - (2) the procedures in this chapter 8 were not substantially followed in relation to the proposed Rule change; or
  - (3) any combination of these matters applies.
- (b) The *Regulator* may, before providing its indicative opinion under clause 8.6(a), require *VENCorp* to provide more information in relation to the proposed Rule change.
- (c) For the avoidance of doubt:
  - (1) the functions and powers conferred on the *Regulator* under this clause 8.6 are conferred pursuant to section 48M(3) of the *Gas Industry Act* and not pursuant to any other Act or law; and
  - (2) the indicative opinion given by the *Regulator* under clause 8.6(a) will in no way bind the *Regulator* nor constrain or fetter the *Regulator's* functions,

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powers or discretions under the Trade Practices Act, the *Access Code*, the *Gas Industry Act* or any other applicable Act or law.

### **8.7 VENC Corp response to the Regulator's decision**

- (a) If the *Regulator* gives an indicative opinion that any of the matters set out in clause 8.6(a)(1) apply, *VENC Corp* must submit an application to the *Regulator* for the purpose of:
  - (1) obtaining an authorisation (or varying an existing authorisation) in respect of the proposed Rule change; and/or
  - (2) amending an existing approval (or seeking approval) of an *access arrangement* given under the *Access Code* as amended by the proposed Rule change.
- (b) If the *Regulator* gives an indicative opinion that the procedures in this chapter 8 were not substantially followed, *VENC Corp* must take such action as may be necessary to satisfy the *Regulator* that those procedures have substantially been followed.
- (c) If the *Regulator* requires further information to enable the *Regulator* to give an indicative opinion under clause 8.6(a), then subject to clause 5.4, *VENC Corp* must use reasonable endeavours to obtain and provide to the *Regulator* that further information.
- (d) Nothing in this clause 8.7 prevents *VENC Corp* making an application to the *Regulator* for a variation to an existing authorisation or for a new authorisation or for an amendment to an approved *access arrangement* or for approval of a new *access arrangement* at any time and notwithstanding any indicative opinion given under clause 8.6(a) indicating that such an application is not required.
- (e) If the *Regulator* declines jurisdiction to grant an authorisation in response to an application made to the *Regulator* for an authorisation (including a variation of an existing authorisation) then *VENC Corp* may implement the Rule change in accordance with clause 8.8(a) as if the *Regulator* had granted the authorisation (or the variation).

### **8.8 Implementation of Rule change**

- (a) If the *Regulator* has granted an authorisation (including a variation of an existing authorisation) or approved an *access arrangement* (including amendment of an existing *access arrangement*) as contemplated by clause 8.7, *VENC Corp* must provide written notice of the Rule change to all *Participants* as soon as practicable and in any event within ten *business days* of receiving notification of the *Regulator's* approval.
- (b) A notice to *Participants* provided by *VENC Corp* under clause 8.8(a) must specify the date on which the Rule change is to take effect which, subject to clause 8.8(d), must be a date no more than seven days after that notice is sent to *Participants* by *VENC Corp*, unless:

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- (1) *VENCorp* in its absolute discretion considers there to be justification for implementing the Rule change with effect from a date more than seven days after that notice is sent to *Participants*; or
- (2) these Rules require the Rule change to take effect after or within a particular period which is more than seven days after that notice is sent to *Participants*,

in which case the Rule change will take effect on the date specified in that notice.

- (c) A Rule change may be made with retrospective effect, if the Board of Directors of *VENCorp* considers that it is necessary to do so in the circumstances, including but not limited to where these Rules contain a manifest error or where procedural requirements in these Rules produce unintended consequences.
- (d) Nothing in this clause 8.8 prevents *VENCorp* from implementing a Rule change in circumstances where the *Regulator* has given an indicative opinion under clause 8.6(a) indicating that:
  - (1) no application for authorisation (including a variation of an existing authorisation) is required; and/or
  - (2) no application for approval of an *access arrangement* (including an amendment to an existing *access arrangement*) is required.
- (e) If a Rule change is made under clause 8.8(d), then that Rule change will be implemented:
  - (1) by *VENCorp* providing written notice of the Rule change to *Participants* in accordance with clauses 8.8(a) and (b); and
  - (2) with retrospective effect if clause 8.8(c) applies.

**CHAPTER 9. TRANSITIONAL ARRANGEMENTS  
AND DEROGATIONS**

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## 9.1 TRANSITIONAL ARRANGEMENTS

### 9.1.1 Change to locational hourly pricing

- (a) *VENCorp* must, by 1 September 1999, establish a *gas market review committee* in accordance with clause 9.1.1(b) to determine the need for and detailed requirements for implementing a change to the mechanism by which the *market price* is set under clause 3.2, to a pricing mechanism which comprises *trading intervals* of one hour duration and more than one pricing *zone*.
- (b) The *gas market review committee* established by *VENCorp* under clause 9.1.1(a), is to be comprised of at least the following members:
  - (1) two persons nominated by the *VENCorp* Board;
  - (2) three persons nominated by *Retailers*;
  - (3) one person nominated by a *Transmission Pipeline Owner*;
  - (4) one person nominated by *Market Customers*; and
  - (5) at least one person nominated by *Producers* and *Storage Providers*.
- (c) *VENCorp* must appoint one of the members of the *gas market review committee* to act as chairman of the *gas market review committee*.
- (d) *VENCorp* must provide administrative support to enable the *gas market review committee* to fulfil its obligations under this clause 9.1.1.
- (e) The *gas market review committee* must:
  - (1) by 8 September 1999, prepare, and submit for approval by the Board of *VENCorp*, procedures for governing its operation; and
  - (2) as soon as practicable after its establishment under clause 9.1.1(a), undertake a review, in accordance with clauses 9.1.1(f) and 9.1.1(h), of past and projected future operation of the *market* to determine the need for the introduction of locational and hourly pricing by 1 December 2000 in accordance with clause 3.2.5.
- (f) When conducting its review under clause 9.1.1(e)(2), the *gas market review committee*:
  - (1) must, by 1 December 1999, undertake a review regarding a change to locational and hourly pricing, in accordance with the *public consultation procedures*; and
  - (2) may, subject to the approval of cost by the Board of *VENCorp*, engage suitably qualified external consultants to assist with the review or to participate in the committee.
- (g) The costs of engaging external consultants in accordance with clause 9.1.1(f)(2) must be funded by *VENCorp* from *market fees* raised under clause 2.6.

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- (h) When conducting its review under clause 9.1.1(e)(2), the *gas market review committee* must take into account all factors it considers relevant including but not limited to:
    - (1) the extent of historical and projected future *ancillary payments* in relation to gross *market* turnovers;
    - (2) the effectiveness of these Rules in dealing with transportation capacity, access, and facilitation of investment;
    - (3) likely future *market* or *transmission system* developments, such as increased diversity in the sources of gas supply;
    - (4) the equitable preservation (as far as practicable) of *Participants' market* rights and risk positions;
    - (5) the interests of *Customers*;
    - (6) the *market objectives*; and
    - (7) overall *market* efficiency and competitiveness.
  - (i) The *gas market review committee* must, by 1 December 1999, prepare, and submit to the Board of *VENCorp*, a report which sets out:
    - (1) its conclusion as to whether the change to locational and hourly pricing by 1 December 2000 in accordance with clause 3.2.5, should, or should not, be made; and
    - (2) a reasonably detailed justification for its conclusion.
  - (j) If the *gas market review committee* endorses the change to hourly and locational pricing, the report which it provides to *VENCorp* under clause 9.1.1(i) must also include:
    - (1) a reasonably detailed functional description of the proposed new *market* arrangements, including mechanisms and procedures (if any) for *Participants* to manage the risks associated with the change to hourly and locational pricing; and
    - (2) details of any pre-conditions which must be met prior to implementation of the change including:
      - (A) satisfactory implementation of appropriate risk management mechanisms; and
      - (B) satisfactory implementation of necessary infrastructure, *scheduling* software and systems to reliably and effectively support locational and hourly pricing.
  - (k) If the *gas market review committee* concludes locational and hourly pricing should not be introduced in accordance with these Rules, the report which it provides to *VENCorp* under clause 9.1.1(i) must contain a recommendation for appropriate Rules changes to be made in accordance with chapter 8.
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- (l) If the *gas market review committee* report to the *VENCorp* Board under clause 9.1.1(i) endorses the change to locational and hourly pricing in accordance with clause 3.2.5, *VENCorp* must establish, and co-ordinate appropriate procedures to ensure the smooth and timely transition to locational and hourly pricing including:
- (1) the drafting of necessary changes to these Rules in accordance with chapter 8 to make provision for the functional arrangements determined by the *gas market review committee* under clause 9.1.1(j)(1);
  - (2) the determination of how any surpluses and/or deficits which may accrue in the *VENCorp settlements* function as a consequence of the existence of locational and hourly pricing will be applied; and
  - (3) if appropriate, the establishment of mechanisms by which *Participants* can manage their risks and exposures associated with locational and hourly price differences;
  - (4) subject to clause 9.1.1(l)(5), make an allocation of rights to enable the management of risks and exposures associated with locational and hourly price differences;
  - (5) prior to making an allocation of rights under clause 9.1.1(l)(4), appoint a suitably qualified independent person who must, in accordance with terms of reference to be prepared by *VENCorp* in accordance with clause 9.1.1(l)(6), provide recommendations to *VENCorp* as to the most appropriate methodology to be adopted for the allocation of those rights;
  - (6) a requirement that the independent person undertakes its analysis and make its recommendations under clause 9.1.1(l)(5), taking into consideration each of the following:
    - (A) to the extent practicable, there should be equitable preservation of *Participants' market* rights and risk positions; and
    - (B) to the extent practicable, persons who have received an allocation of *authorised MDQ* under clause 5.3.3 should receive an allocation of rights that leaves that person in a position that is no less favourable to them in respect of that allocation; and
  - (7) arrange for the implementation, testing and operational acceptance of systems and procedures of *VENCorp* and *Participants*, as required, to effect the gas market review committee's recommendations.
- (m) If the *gas market review committee* is unable to reach a conclusion under clause 9.1.1(i) by 1 December 1999, the Board of *VENCorp* is to proceed in accordance with clause 9.1.1(l) as if the *gas market review committee* had concluded that the change to hourly and locational pricing should proceed.

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### 9.1.2 Interconnect between Victoria/New South Wales

- (a) *VENCorp* must:
- (1) give effect to any agreement reached by *VENCorp* or any other person with East Australian Pipelines Limited (A.C.N. 064 629 009) for the purpose of providing for the carriage of gas through the interconnected transmission pipeline between Barnawartha in the State of Victoria and Culcairn in the State of New South Wales (commissioned on or about 12 August 1998); and
  - (2) in consultation with any consultative committee established by *VENCorp* and on which there are representatives of *Market Participants*, develop rules to be incorporated into these Rules to give effect to the terms of an agreement referred to in clause 9.1.2(1) and any ancillary and consequential matters.
- (b) For the avoidance of doubt, all rules developed under clause 9.1.2(a) must be proposed in accordance with the rule change procedures in chapter 8.

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## 9.2 DEROGATIONS

### 9.2.1 Longford measuring station

- (a) The provisions of clause 4.4 (other than the provisions of clauses 4.4.2(a)(1) and (3), 4.4.3, 4.4.5, 4.4.6(b) and (e), 4.4.12, 4.4.14 (a)(2) and (3), (b) and (c), 4.4.15(a), 4.4.17, 4.4.18, 4.4.19, 4.4.20, 4.4.21(a), (b), (d) and (e), 4.4.22, 4.4.23, 4.4.24, 4.4.25, 4.4.26 and 4.4.27) do not apply to the *metering installation* which is adjacent to the *system injection point* at Longford and which is the subject of the gas sales agreement dated 20 November 1996 between Esso Australia Resources Ltd, BHP Petroleum (Bass Strait) Pty Ltd and Gascor.
- (b) The derogation contained in clause 9.2.1(a) ceases when the *metering installation* referred to in that clause is replaced, upgraded or materially modified.

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## **CHAPTER 10 INTERPRETATION**

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## 10 INTERPRETATION

### 10.1 Interpretation

In interpreting or applying any provision of these Rules, such fair large and liberal interpretation shall be given as will best achieve the intent and object of these Rules both generally and in any specific case.

### 10.2 General

In these Rules, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these Rules;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) where italicised, a word or phrase has the definition given to that word or phrase in chapter 11;
- (e) other parts of speech and grammatical forms of a word or phrase defined in these Rules have a corresponding meaning;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency;
- (g) a reference to any thing (including, but not limited to, any right) includes a part of that thing;
- (h) a reference to a clause, paragraph, part, annexure, exhibit or schedule is a reference to a clause and paragraph and part of, and an annexure, exhibit and schedule to these Rules and a reference to these Rules includes any annexure, exhibit and schedule;
- (i) a reference to a statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, and by-laws issued under that statute;
- (j) a reference to these Rules or to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, these Rules or that document or that provision of that document;
- (k) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assignees;

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- (l) a reference to a body other than a *Participant* or *VENCorp* (including, without limitation, an institute, association or authority), whether statutory or not:
    - (1) which ceases to exist; or
    - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
  - (m) a reference in the context of any provision of these Rules to a “representative” of any person is a reference to any director, officer or employee of that person or any agent, consultant or contractor appointed or engaged by that person for purposes connected with the subject matter of the relevant provision of these Rules;
  - (n) nothing contained in a document referred to in these Rules, beyond what is expressly contemplated by these Rules as being contained in such document or is necessary for the purposes of giving effect to a provision of these Rules, shall modify or have any effect for the purposes of these Rules or be construed as relevant to the interpretation of these Rules; and
  - (o) a reference to any act, matter or thing to be done is a reference to an act, matter or thing to be done in Victoria.

### 10.3 Times and dates

- (a) Unless the context otherwise requires, a reference in these Rules:
  - (1) to a calendar day (such as 1 January) or a day of the week (such as Sunday) is to the day which begins at 00:00 hours on that day;
  - (2) to a week is to the period from 00:00 hours on a day until 00:00 hours on the seventh day following;
  - (3) to a month (or a number of months) or a calendar month is to the period from 00:00 hours on a day in one month until 00:00 hours on the same day of the month which follows (or follows by the relevant number of months), or if there is no such day in that month, 00:00 hours on the first day of the next following month;
  - (4) to a year is to the period from 00:00 hours on a day in one year until 00:00 hours on the same day (or where the day in the first year was 29 February, on 1 March) in the following year, and a reference to a calendar year (such as 1997) is to be construed accordingly; and
  - (5) to times of the day are to Eastern Standard Time.
- (b) Unless the context otherwise requires, a period of time:
  - (1) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (2) which commences on a given day or the day of an act or event is to be calculated inclusive of that day.

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- (c) Where under any provision of these Rules a person is required to provide any information by a certain date or time, the relevant provision is to be taken to include a requirement that that information must be provided not earlier than is reasonable before that date or time.
  - (d) Notwithstanding any other provision of these Rules, *VENCorp* may with the prior agreement of all *affected Participants* amend any amount, date, time or period of time specified in these Rules in any particular case or generally, whether before or after the expiry of that date, time or period of time as the case may be, provided that if such agreement is not obtained, *VENCorp* may, on notice given to all *affected Participants* and with the approval of the *Regulator*, amend any such amount, date, time or period of time in any particular case or generally, whether before or after the expiry of that date, time or period of time, as the case may be.

#### 10.4 Technical interpretation

- (a) Unless the context otherwise requires, for the purposes of these Rules:
  - (1) a “quantity” of gas is a quantity in joules; and
  - (2) a “volume” of gas is a volume in standard cubic metres.
- (b) The following terms have the following meanings in these Rules:
  - (1) “gas” means any naturally occurring:
    - (A) hydrocarbon in a gaseous state consisting principally of methane; or
    - (B) mixture of hydrocarbons in a gaseous state consisting principally of methane which may contain other gases (including the residue resulting from the treatment of processing of natural gas),and includes gas that has been injected into and stored in a *storage facility*;
  - (2) “gigajoule” or “GJ” means 1,000 megajoules;
  - (3) “joule” means the joule as defined in AS1000-1979 “The International Systems of Units (SI) and its Application”;
  - (4) “kPa” or “kilopascal” means 1,000 pascals as defined in AS1000-1979 “The International System of Units (SI) and its Application”;
  - (5) “megajoule” or “MJ” means 1,000,000 joules;
  - (6) “standard cubic metre” or “m<sup>3</sup>” means the quantity of dry gas at a temperature of 15 degrees celsius and an absolute pressure of 101.325 kPa enclosed in a volume of one cubic metre; and
  - (7) “terajoule” or “TJ” means 1,000 gigajoules.
- (c) Unless otherwise expressly defined, all reference to units of measurements in these Rules are references to the units of measurement defined in or for the purposes of the National Measurement Act 1960 (Commonwealth).
- (d) Gas measured and stated for the purposes of these Rules is to be measured and stated by reference to its energy content.

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- (e) Where to give effect to any provision of these Rules it is necessary to do so, a rate of injection or withdrawal of gas, or any amount of capacity or storage capacity, expressed in quantity or volume units per day, or per hour, must be treated as expressed in any other such units on the basis of the appropriate conversion.
  - (f) Unless the context otherwise requires, a reference to an injection of gas into, or a withdrawal of gas from, the *transmission system* by a person (or any obligation, right, intention or undertaking by or of a person in respect of such an injection or withdrawal) includes an injection or withdrawal of gas by another person on behalf of that person and a person is to be taken as having injected or withdrawn gas if it arranges for another person to inject or withdraw gas on its behalf.

### **10.5 Assignment**

Unless otherwise expressly permitted by these Rules, a *Participant* must not assign or transfer and must not purport to assign or transfer any of its rights or obligations under these Rules.

### **10.6 Waiver**

A person does not waive its rights, powers and discretions under these Rules by:

- (a) failing to exercise its rights;
- (b) only exercising part of its rights; or
- (c) delaying the exercise of its rights.

### **10.7 Payment**

- (a) Unless otherwise provided in these Rules, any payment to be made under these Rules must be made either by the *EFT facility* or in cash or by a draft or cheque drawn by a bank as defined in the Banking Act 1959 (Comm).
- (b) Unless the context otherwise requires, a reference in these Rules to an *interest rate* published in respect of a specified day must, if that *interest rate* is not published, authorised or otherwise available in respect of that day, be taken to be the relevant *interest rate* published immediately prior to that day; and if that *interest rate* is suspended, modified, discontinued, or its method of calculation substantially alters or if the relevant publication ceases to publish that *interest rate* for more than seven consecutive days, *VENCorp* must provide a substitute rate of interest that in *VENCorp's* reasonable opinion is the nearest equivalent to the *interest rate* and that substitute rate of interest must be taken to be the applicable *interest rate*.

### **10.8 Notices**

- (a) A notice is properly given under these Rules to a person if:
  - (1) it is personally served;
  - (2) a letter containing the notice is prepaid and posted to the person at an address (if any) supplied by the person to the sender for service of notices or, where the person is a *Participant*, an address shown for that person in

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- the register of *Participants* maintained by *VENCorp*, or, where the addressee is *VENCorp*, the registered office of *VENCorp*;
- (3) it is sent to the person by facsimile or electronic mail to a number or reference which corresponds with the address referred to in clause 10.8(a)(2) or which is supplied by the person to *VENCorp* for service of notices and, if sent by electronic mail, the person sending the notice also sends a copy of the notice by letter or facsimile to the person on the same day; or
  - (4) the person receives the notice.
- (b) A notice is treated as being given to a person by the sender:
- (1) where sent by post in accordance with clause 10.8(a)(2) to an address in the central business district of a capital city of Australia, on the second *business day* after the day on which it is posted; and
  - (2) where sent by post in accordance with clause 10.8(a)(2) to any other address, on the third *business day* after the day on which it is posted;
  - (3) where sent by facsimile in accordance with clause 10.8(a)(3) and a complete and correct transmission report is received:
    - (A) where the notice is of the type in relation to which the addressee is obliged under these Rules to monitor the receipt by facsimile outside of, as well as during, business hours, on the day of transmission; and
    - (B) in all other cases, on the day of transmission if a *business day* or, if the transmission is on a day which is not a *business day* or is after 4.00 pm (addressee's time), at 9.00 am on the following *business day*;
  - (4) where sent by electronic mail in accordance with clause 10.8(a)(3):
    - (A) where the notice is of a type in relation to which the addressee is obliged under these Rules to monitor receipt by electronic mail outside of, as well as during, business hours, on the day when the notice is recorded as having been first received at the electronic mail destination; and
    - (B) in all other cases, on the day when the notice is recorded as having been first received at the electronic mail destination, if a *business day* or if that time is after 4.00 pm (addressee's time), or the day is not a *business day*, at 9.00 am on the following *business day*; or
  - (5) in any other case, when the person actually receives the notice.
- (c) Any notice to or by a person under these Rules:
- (1) must be in legible writing and in English; and

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- (2) where the sender is a company, must be signed by a director or secretary of that company or under the common seal of the sender (except where the notice is sent by electronic mail).
- (d) Where a specified period (including, without limitation, a particular number of days) must elapse or expire from or after the giving of a notice before an action may be taken neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.
- (e) In this clause 10.8, a reference to:
  - (1) an addressee includes a reference to an addressee's officers, agents, or employees or any person reasonably believed by the sender to be an officer, agent or employee of the addressee; and
  - (2) a notice includes any request, demand, consent or approval or other communication to or by a person under these Rules.

#### **10.9 Retention of records and documents**

Unless otherwise specified in these Rules, all records and documents prepared for or in connection with these Rules must be retained for a period of at least seven years.

#### **10.10 Severability**

Each part or all of a provision of these Rules:

- (a) will be construed so as to be valid and enforceable to the greatest extent possible; and
- (b) may be so construed (or deleted if necessary) regardless of the effect which that may have on the provision in question or any other provision or these Rules as a whole.

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## **CHAPTER 11. GLOSSARY**

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## 11. GLOSSARY

<b>access arrangement</b>	An arrangement for access to a <i>pipeline</i> or part of a <i>pipeline</i> , including the associated <i>access arrangement</i> information, that has been approved by the <i>Regulator</i> or the <i>ORG</i> pursuant to sections 2.11 or 2.23 of the <i>Access Code</i> .
<b>Access Code</b>	The Victorian Third Party Access Code for Natural Gas Pipeline Systems established under the <i>Gas Industry Act</i> , and where applicable, subject to sections 24A and 24B of the Gas Pipelines Access (Victoria) Act 1998, the new Access Code as more particularly described in section 24A of that Act.
<b>actual deviation</b>	The positive or negative amount by which the actual injection or withdrawal of gas (as the case may be) for the hour exceeds the injection or withdrawal (as the case may be) specified in the <i>pricing schedule</i> for that hour.
<b>adjusted withdrawals</b>	The adjusted quantities of gas withdrawn as determined in accordance with clause 3.6.4(d).
<b>administered price cap</b>	A price cap determined in accordance with clause 6.7.1 which will apply during an <i>administered price period</i> .
<b>administered price period</b>	A period declared by <i>VENCorp</i> in accordance with clause 6.7.2, during which an <i>administered price cap</i> will apply.
<b>Adviser</b>	A person appointed by <i>VENCorp</i> under clause 7.2.2(a).
<b>affected Participant</b>	In relation to a <i>metering installation</i> , a <i>Participant</i> who is entitled to access to <i>metering data</i> from that <i>metering installation</i> in accordance with clause 4.4.22.
<b>allocate</b>	The process of determining an <i>allocation</i> .
<b>allocation</b>	The quantity of gas treated as having been injected or withdrawn by a <i>Market Participant</i> at a <i>system point</i> in a <i>trading interval</i> as determined in accordance with clause 3.5.
<b>Allocation Agent</b>	A person who has been appointed by a <i>Market Participant</i> to submit <i>injection allocation statements</i> or <i>withdrawal allocation statements</i> under clauses 3.5.2 or 3.5.3.
<b>allocation algorithm</b>	The algorithm which <i>VENCorp</i> is required to establish under clause 3.5.4(a).

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<b>ancillary payment</b>	A payment made to a <i>Market Participant</i> under clause 3.6.7.
<b>annual planning review</b>	The forecasts to be provided by <i>VENCorp</i> under clause 5.2.2.
<b>authorised MDQ</b>	In respect of a <i>Customer</i> , the maximum daily quantity of gas, expressed in GJ/day, which is authorised by <i>VENCorp</i> to be withdrawn by or on behalf of that <i>Customer</i> , in accordance with the allocation of <i>MDQ</i> under clauses 5.3.2, 5.3.3 and 5.3.4.
<b>available LNG capacity</b>	The amount of <i>LNG storage capacity</i> which a person holds at any time on a <i>gas day</i> less the amount of that person's <i>LNG stock</i> at that time.
<b>billing period</b>	The period of one calendar month commencing on 9.00 am on the first day of each calendar month.
<b>BOC</b>	BOC Gases Australia Limited.
<b>BOC Agreement</b>	The agreement dated 17 May 1995 between <i>BOC</i> and <i>TPA</i> relating to the <i>LNG storage facility</i> and any amendments or variations to that agreement.
<b>business day</b>	A day other than Saturday, Sunday or a day which has been proclaimed to be a public holiday in Victoria.
<b>commencement date</b>	The date on which these Rules first apply in accordance with clause 1.1.4.
<b>communication link</b>	All communication equipment and arrangements that lie between the <i>meter</i> or <i>data logger</i> and the <i>metering database</i> .
<b>compensation panel</b>	A panel selected by the <i>Adviser</i> under clauses 6.6.5 and 6.7.6 to make determinations relating to compensation during <i>administered price periods</i> and periods of <i>intervention</i> and <i>market suspension</i> .
<b>confidential information</b>	Information which is or has been provided to or by a <i>Participant</i> or <i>VENCorp</i> under or in connection with these Rules and is stated under these Rules to be, or is classified by <i>VENCorp</i> as, confidential information or is otherwise confidential or commercially sensitive information or is information which is derived from any such information.
<b>connect</b>	To connect a <i>pipeline</i> or <i>pipeline equipment</i> to the <i>transmission system</i> or modify an existing <i>connection</i> .

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<b>Connected Party</b>	A person (other than a <i>Transmission Pipeline Owner</i> ) who is party to a <i>connection agreement</i> or who owns, operates or controls a <i>pipeline</i> or <i>pipeline equipment</i> which is <i>connected</i> to the <i>transmission system</i> .
<b>connection</b>	A physical connection between a <i>pipeline</i> or <i>pipeline equipment</i> and the <i>transmission system</i> or a modification of such a connection.
<b>connection agreement</b>	An agreement between a <i>Transmission Pipeline Owner</i> and another person pursuant to which a <i>pipeline</i> or <i>pipeline equipment</i> owned, operated or controlled by that other person is <i>connected</i> to the <i>transmission system</i> .
<b>Connection Applicant</b>	A person who wants to establish a <i>connection</i> to the <i>transmission system</i> and who makes a <i>connection</i> application pursuant to clause 4.1.6.
<b>connection equipment</b>	Any <i>pipeline equipment</i> which, in the reasonable opinion of <i>VENCorp</i> , is associated with a <i>connection point</i> , including valves, pressure regulators and <i>metering</i> equipment.
<b>connection point</b>	A <i>delivery point</i> , a <i>transfer point</i> or a <i>receipt point</i> .
<b>consumer surplus</b>	In respect of a <i>Market Participant</i> who withdraws gas, the deemed value of the <i>Market Participant's</i> withdrawals as implied by its <i>inc/dec offers</i> , less the product of the <i>market price</i> multiplied by the quantity of those withdrawals.
<b>controllable quantity</b>	A quantity of gas which may be withdrawn at a <i>delivery point</i> and modified on a <i>gas day</i> in accordance with a <i>withdrawal inc/dec offer</i> which has been accredited by <i>VENCorp</i> .
<b>credit support</b>	An obligation owed to <i>VENCorp</i> by a third party supporting the obligations of a <i>Market Participant</i> under clause 3.7.2.
<b>Credit Support Provider</b>	The party which assumes <i>credit support</i> obligations to <i>VENCorp</i> under clause 3.7.2.
<b>curtailment</b>	The curtailment or interruption of a <i>Customer's</i> supply of gas at its <i>delivery point</i> which occurs when <i>VENCorp intervenes</i> or issues an <i>emergency direction</i> .
<b>Customer</b>	A person who purchases gas and consumes that gas at particular premises.

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<b>daily EoD linepack credit</b>	An amount determined in respect of each <i>gas day</i> for each <i>Market Participant</i> in accordance with clause 3.6.9(a).
<b>daily EoD linepack debit</b>	An amount determined in respect of each <i>gas day</i> for each <i>Market Participant</i> in accordance with clause 3.6.9(a).
<b>data collection system</b>	All equipment and arrangements that lie between the <i>metering database</i> and the point where the <i>metering data</i> enters the public telecommunications network.
<b>data logger</b>	A device that collects <i>energy data</i> and is capable of being accessed electronically by <i>VENCorp</i> via the <i>data collection system</i> .
<b>default event</b>	Any one or more of the events listed in clause 3.6.21.
<b>default interest rate</b>	An interest rate of 2% above the <i>interest rate</i> .
<b>default notice</b>	A notice issued by <i>VENCorp</i> under clause 3.6.21(b).
<b>delivery point</b>	A point on a <i>pipeline</i> at which gas is withdrawn from the <i>pipeline</i> and delivered to a <i>Customer</i> or injected into a <i>storage facility</i> .
<b>dispute resolution panel</b>	A panel of persons or person appointed by the <i>Adviser</i> under clause 7.2.4(a) to resolve a dispute or disputes under or in connection with these Rules.
<b>Distribution Customer</b>	A <i>Customer</i> who withdraws gas at a <i>distribution delivery point</i> .
<b>distribution delivery point</b>	A point on a <i>distribution pipeline</i> at which gas is withdrawn from that <i>distribution pipeline</i> and delivered to a <i>Customer</i> or injected into a <i>storage facility</i> .

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<b>distribution pipeline</b>	A <i>pipeline</i> for the conveyance of gas: <ul style="list-style-type: none"> <li>(a) which has a maximum allowable operating pressure of up to 1050 kPa; or</li> <li>(b) which: <ul style="list-style-type: none"> <li>(1) has a maximum allowable operating pressure greater than 1050 kPa;</li> <li>(2) is functionally distribution in nature (ie few inputs and many outputs); and</li> <li>(3) is individually and uniquely identified by a pipeline licence number in the <i>Distributor's access arrangement</i>.</li> </ul> </li> </ul>
<b>Distribution System Code</b>	The Distribution System Code which forms part of a <i>Distributor's access arrangement</i> .
<b>Distributor</b>	A person who operates a <i>distribution pipeline</i> and who is required to submit or has submitted an <i>access arrangement</i> .
<b>EFT facility</b>	The Reserve Bank real time gross settlement facility which is made available to all <i>Market Participants</i> in accordance with clause 3.6.2 or where a Reserve Bank real time gross settlement facility is not available, an electronic funds transfer facility to be arranged by <i>VENCorp</i> and made available for all <i>Market Participants</i> in accordance with clause 3.6.2.
<b>electronic communication system</b>	A system used by <i>Participants</i> and <i>VENCorp</i> for exchange of information in accordance with clause 5.1.2(a).
<b>electronic communication procedures</b>	The procedures established by <i>VENCorp</i> and updated from time to time in accordance with clause 5.1.2(e).
<b>emergency</b>	An event or situation described in clause 6.2.1(a).
<b>emergency curtailment list</b>	The list to be prepared by <i>VENCorp</i> under clause 6.4.3.
<b>emergency directions</b>	Directions issued by <i>VENCorp</i> in an <i>emergency</i> under clause 6.5.
<b>emergency procedures</b>	The procedures described in clause 6.2.2(a) and set out in the document described in clause 6.2.2(c).

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<b>energy calculation</b>	The calculation of the energy content of a quantity of gas in accordance with clause 4.4.13.
<b>energy data</b>	Data relating to the volume, pressure and temperature of gas.
<b>EoD linepack</b>	A notional quantity of gas, expressed in GJ, which a <i>Market Participant</i> may bid for in accordance with clause 3.4 and which, if allocated to a <i>Market Participant</i> , confers on that <i>Market Participant</i> the rights and obligations set out in clause 3.4.3.
<b>EoD linepack bid</b>	A bid by a <i>Market Participant</i> to purchase <i>EoD linepack</i> made in accordance with clause 3.4.2(a).
<b>EoD linepack capacity</b>	A notional quantity of gas, expressed in GJ, which represents the physical linepack capacity of the <i>transmission system</i> as determined by <i>VENCorp</i> in accordance with clause 3.4.
<b>EoD linepack price step</b>	An offer by a <i>Market Participant</i> to purchase any quantity of <i>EoD linepack</i> up to a specified maximum quantity at a specified price.
<b>Exempt Person</b>	GASCOR, being the body established by Division 2 of Part 2 of the <i>Gas Industry Act</i> , and any other person who <i>VENCorp</i> agrees to be exempt.
<b>expansion or extension</b>	An expansion or extension as defined in the Tariff Order.
<b>final nomination</b>	In respect of a <i>gas day</i> , the last <i>nomination</i> received by <i>VENCorp</i> from a <i>Market Participant</i> in respect of an <i>injection point</i> or a <i>system withdrawal zone</i> for that <i>gas day</i> prior to 8.00 am on the day on which that <i>gas day</i> starts.
<b>final operating schedule</b>	The schedule which <i>VENCorp</i> is required to <i>publish</i> pursuant to clause 3.1.12(c)(3) in respect of each <i>trading interval</i> and each <i>injection point</i> and <i>system withdrawal zone</i> .
<b>final statement</b>	A statement issued by <i>VENCorp</i> under clause 3.6.15.
<b>financial year</b>	A period commencing on 1 July in a calendar year and terminating on 30 June in the following calendar year.
<b>flow rate</b>	The rate at which gas flows passes a point on the <i>transmission system</i> in an hour, expressed in GJ/hour.
<b>force majeure event</b>	An event which satisfies the requirements of clause 6.7.2.

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<b>Franchise Customer</b>	A <i>Customer</i> who is not a “non-franchise customer” under the <i>Gas Industry Act</i> .
<b>gas day</b>	A period of 24 consecutive hours beginning at 9.00am.
<b>Gas Industry Act</b>	The Gas Industry Act 1994 (Vic).
<b>gas production facility</b>	Any gas processing plant and associated facilities, excluding any <i>LNG</i> processing or <i>storage facility</i> .
<b>gas quality monitoring system</b>	A system for monitoring gas quality which a <i>Participant</i> is required to provide at a <i>system injection point</i> pursuant to clause 4.3.3.
<b>Gas Quality Regulations</b>	Regulations made under sections 33 and 118 of the Gas Safety Act 1997 (Vic) relating to standards of quality of gas, or under sections 46 and 102 of the <i>Gas Industry Act</i> , relating to standards of quality of gas, as the case may be.
<b>gas quality specifications</b>	In respect of a <i>system injection point</i> :  (a) the <i>prescribed specifications</i> ; or  (b) such other gas quality standard as <i>VENCorp</i> may approve in respect of that <i>system injection point</i> pursuant to clause 4.3.2(a).
<b>gas scheduling procedures</b>	The <i>scheduling</i> procedures which <i>VENCorp</i> is required to develop, document and make available to <i>Market Participants</i> in accordance with clause 3.1.1(d).
<b>government authority</b>	Any government or governmental, semi-governmental, administrative or judicial body, department, commission, authority, tribunal, agency or entity.
<b>inc/dec offer</b>	An offer made by a <i>Market Participant</i> in accordance with clause 3.1.5 to modify the quantities of gas which it will inject into, or withdraw from, the <i>transmission system</i> on a <i>gas day</i> .
<b>injection allocation statement</b>	A statement which an <i>Allocation Agent</i> is required to give pursuant to clause 3.5.2(g).
<b>injection inc/dec offer</b>	An <i>inc/dec offer</i> made in respect of a <i>system injection point</i> .
<b>injection nomination</b>	A <i>nomination</i> in respect of a quantity of gas to be injected into the <i>transmission system</i> .

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<b>installation database</b>	The database of calibration data which a <i>responsible person</i> is required to keep in respect of its <i>metering installations</i> pursuant to clause 4.4.19.
<b>Intending Participant</b>	A person who registers with <i>VENCorp</i> as an <i>Intending Participant</i> under clause 2.5 of these Rules.
<b>Interconnected Pipeline Owner</b>	The owner or operator of a <i>transmission pipeline</i> that is <i>connected</i> to the <i>transmission system</i> .
<b>interest rate</b>	The ninety day bank bill swap reference rate as published in the Australian Financial Review from time to time.
<b>intervene/intervention</b>	Measures taken by <i>VENCorp</i> where there is a threat to <i>system security</i> under clause 6.6.4.
<b>linepack account</b>	The account recording <i>linepack credits</i> and <i>linepack debits</i> which <i>VENCorp</i> must maintain in accordance with clause 3.6.10(a).
<b>linepack credit</b>	A credit which <i>VENCorp</i> is required to record in the <i>linepack account</i> as determined in accordance with clause 3.6.10(c).
<b>linepack debit</b>	A debit which <i>VENCorp</i> is required to record in the <i>linepack account</i> as determined in accordance with clause 3.6.10(c).
<b>linepack transactions</b>	Sales and disposals of linepack by <i>VENCorp</i> which are required to be reflected by <i>linepack credits</i> and <i>linepack debits</i> in the <i>daily linepack account</i> .
<b>LNG</b>	Liquefied natural gas.
<b>LNG connection point</b>	The point on the <i>transmission system</i> at which gas is permitted to flow into or out of the <i>LNG storage facility</i> .
<b>LNG injection offer</b>	An offer by a <i>Market Participant</i> to <i>VENCorp</i> to withdraw <i>LNG stock</i> from the <i>LNG storage facility</i> and inject gas into the <i>transmission system</i> at the <i>LNG connection point</i> .
<b>LNG reserve</b>	The <i>LNG storage capacity</i> to which <i>VENCorp</i> is entitled under its <i>LNG storage agreement</i> .
<b>LNG stock</b>	The amount of <i>LNG</i> in the <i>LNG storage facility</i> held on behalf of <i>VENCorp</i> , a <i>Market Participant</i> or any other person.
<b>LNG storage agreement</b>	An agreement between the <i>LNG Storage Provider</i> and <i>VENCorp</i> , a <i>Market Participant</i> or any other person relating to the provision

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	of <i>LNG storage capacity</i> (including the <i>BOC Agreement</i> ).
<b>LNG storage facility</b>	The <i>LNG storage facility</i> owned by <i>TPA</i> located at Dandenong.
<b>LNG storage capacity</b>	Rights to hold capacity in the <i>LNG storage facility</i> granted by the <i>LNG Storage Provider</i> to a <i>Market Participant</i> , <i>VENCorp</i> or any other person pursuant to an <i>LNG storage agreement</i> .
<b>LNG Storage Provider</b>	<i>TPA</i> or any person who, as a successor of <i>TPA</i> , operates the <i>LNG storage facility</i> .
<b>LNG storage transfer</b>	A transfer of <i>LNG storage capacity</i> or <i>LNG stock</i> in accordance with clause 4.2.6.
<b>maintenance</b>	<p>Works conducted by <i>Pipeline Owners</i> and <i>Storage Providers</i> which, in <i>VENCorp</i>'s opinion, may impact on:</p> <ul style="list-style-type: none"> <li>(a) <i>VENCorp</i>'s ability to supply gas through the <i>transmission system</i>;</li> <li>(b) <i>VENCorp</i>'s ability to operate the <i>transmission system</i>;</li> <li>(c) <i>transmission system</i> capacity;</li> <li>(d) <i>system security</i>; or</li> <li>(e) the efficient operation of the <i>transmission system</i> generally,</li> </ul> <p>and includes, but is not limited to, work conducted on <i>pipeline equipment</i> but does not include maintenance required to avert or reduce the impact of an <i>emergency</i>.</p>
<b>margin call</b>	An amount which <i>VENCorp</i> calls to be made by a <i>Market Participant</i> in accordance with clause 3.7.10(b) to make up any anticipated shortfall between that <i>Market Participant</i> 's <i>trading limit</i> and <i>VENCorp</i> 's exposure in respect of that <i>Market Participant</i> .
<b>market</b>	A market administered by <i>VENCorp</i> for the injection of gas into, and the withdrawal of gas from, the <i>transmission system</i> and the balancing of gas flows in or through the <i>transmission system</i> .
<b>Market Customer</b>	A <i>Customer</i> who is a <i>Market Participant</i> .

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<b>market fees</b>	The fees payable by a <i>Market Participant</i> determined in accordance with clause 2.6 in respect of participating in the <i>market</i> .
<b>market information bulletin board</b>	A facility to be established by <i>VENCorp</i> on the <i>electronic communication system</i> on which it may <i>publish</i> information which is then available to and may be accessed by <i>Market Participants</i> .
<b>market objectives</b>	The market objectives specified in section 48N(2) of the <i>Gas Industry Act</i> .
<b>Market Participant</b>	A <i>Participant</i> who is entitled to participate in the <i>market</i> by submitting <i>nominations</i> and <i>inc/dec offers</i> in accordance with these Rules.
<b>market price</b>	The price for gas set by <i>VENCorp</i> for each <i>trading interval</i> as determined in accordance with clause 3.2.
<b>market transaction</b>	A sale or purchase of gas which occurs when a <i>Market Participant</i> has a <i>trading imbalance</i> in a <i>trading interval</i> .
<b>maximum total payment</b>	The maximum amount payable by <i>VENCorp</i> in respect of a <i>billing period</i> as determined by clause 3.6.22.
<b>meter</b>	A device which measures and records volumes and/or quantities of gas.
<b>metering communications procedures</b>	The procedures determined and <i>published</i> by <i>VENCorp</i> from time to time relating to the transfer of <i>energy data</i> from <i>metering installations</i> to the <i>metering database</i> .
<b>metering</b>	Recording the volume and quantity of gas.
<b>metering data</b>	The data obtained or derived from a <i>metering installation</i> , including <i>energy data</i> .
<b>metering database</b>	The database kept by <i>VENCorp</i> pursuant to clause 4.4.20.
<b>metering installation</b>	The <i>meter</i> and associated equipment and installations installed or to be installed for the collection of <i>metering data</i> required for <i>settlement</i> purposes.
<b>metering point</b>	The point of physical connection of a <i>meter</i> to a <i>pipeline</i> .

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<b>metering register</b>	A register of information relating to <i>metering installations</i> kept by <i>VENCorp</i> pursuant to clause 4.4.21 and forming part of the <i>metering database</i> .
<b>metering substitution threshold</b>	The threshold <i>metering</i> error equal to twice the uncertainty limit (energy) set out in clause 3 of schedule 4.1 and which if exceeded requires substitution of readings in accordance with clause 4.4.24.
<b>minimum exposure</b>	<i>VENCorp</i> 's estimate of a <i>Market Participant</i> 's <i>market fees</i> in respect of which that <i>Market Participant</i> is required to provide a bank guarantee under clause 3.7.4(a).
<b>Minister</b>	The Minister referred to in Part 6A of the <i>Gas Industry Act</i> .
<b>monitoring point</b>	A <i>system injection point</i> or any other point on the <i>transmission system</i> at which <i>VENCorp</i> requires a <i>gas quality monitoring system</i> to be installed in accordance with clause 4.3.3.
<b>NDM meter</b>	A <i>meter</i> at a <i>distribution delivery point</i> which is not read daily.
<b>negative reconciliation amount</b>	An amount which a <i>Market Participant</i> is required to pay to <i>VENCorp</i> in respect of a <i>billing period</i> following reconciliation in accordance with clause 3.5.5.
<b>nomination</b>	A nomination by a <i>Market Participant</i> in respect of a quantity of gas to be injected into or withdrawn from the <i>transmission system</i> on a <i>gas day</i> .
<b>Non-Franchise Customer</b>	A <i>Customer</i> who is a “non-franchise customer” under the <i>Gas Industry Act</i> .
<b>non-SAW point</b>	A <i>system withdrawal point</i> other than a <i>SAW point</i> .
<b>off-specification gas</b>	Gas which is injected into the <i>transmission system</i> at a <i>system injection point</i> which does not comply with the <i>gas quality specifications</i> for that <i>system injection point</i> .
<b>Office of Gas Safety</b>	The Office of Gas Safety established under Part 14 of the <i>Gas Industry Act</i> or Part 2 of the Gas Safety Act 1997, as the case may be.
<b>ORG</b>	The Office of the Regulator-General established under section 6 of the Office of the Regulator-General Act 1994 (Vic).
<b>Participant</b>	A person who is registered with <i>VENCorp</i> in accordance with

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	clause 2.1(a), (b) and/or (c) and clause 2.5.
<b>participant compensation fund</b>	The fund established under clause 3.3.1.
<b>payment date</b>	The date on which payment is due in respect of a <i>billing period</i> as determined by clauses 3.6.12 and 3.6.13.
<b>peak flow rate</b>	The highest hourly <i>flow rate</i> of gas passing a <i>system point</i> under normal conditions (as determined by <i>VENCorp</i> ) in the immediately preceding twelve month period or, if gas has passed a <i>system point</i> for a period of less than twelve months, the highest hourly <i>flow rate</i> which in the reasonable opinion of <i>VENCorp</i> is likely to occur in respect of that <i>system point</i> under normal conditions for the following twelve month period.
<b>pipeline</b>	A pipe or system of pipes for or incidental to the conveyance of gas and includes a part of such a pipe or system.
<b>pipeline equipment</b>	In relation to a <i>pipeline</i> : <ul style="list-style-type: none"> <li>(a) all structures for protecting or supporting the <i>pipeline</i>;</li> <li>(b) facilities for the compression of <i>gas</i>, the maintenance of the <i>pipeline</i> or the injection or withdrawal of gas;</li> <li>(c) all fittings, appurtenances, compressor stations, odourisation plants, scraper stations, valves, telemetry systems (including communications towers) and works and buildings used in connection with the <i>pipeline</i>.</li> </ul>
<b>Pipeline Owner</b>	A person who owns (either legally or equitably) the whole or any part of a <i>pipeline</i> .
<b>planning review</b>	An <i>annual planning review</i> or a <i>quarterly planning review</i> .
<b>positive reconciliation amount</b>	An amount which <i>VENCorp</i> is required to pay to a <i>Market Participant</i> in respect of a <i>billing period</i> following reconciliation in accordance with clause 3.5.5.
<b>preliminary operating schedule</b>	A schedule which <i>VENCorp</i> is required to <i>publish</i> pursuant to clauses 3.1.12(c)(1) or (2).
<b>prescribed specifications</b>	The uniform gas quality specifications prescribed by the <i>Gas Quality Regulations</i> .

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<b>price step</b>	An offer by a <i>Market Participant</i> to inject quantities of gas into, or withdraw quantities of gas from, the <i>transmission system</i> on a <i>gas day</i> at a specified price as specified in an <i>inc/dec offer</i> in accordance with clause 3.1.5(b)(4).
<b>pricing schedule</b>	A schedule which <i>VENCorp</i> is required to produce pursuant to clause 3.2.1(b).
<b>pricing zone</b>	A geographical area within which the <i>market price</i> in any <i>trading interval</i> is the same.
<b>Producer</b>	A person who owns or operates a <i>gas production facility</i> or is engaged in the production and processing of gas.
<b>prudential requirements</b>	The requirements imposed on a <i>Market Participant</i> to provide and maintain a security in accordance with clause 3.7.
<b>public consultation procedures</b>	The procedures set out in clause 1.4.
<b>publish</b>	The posting of information on the <i>market information bulletin board</i> .
<b>quarterly planning reviews</b>	The forecasts to be provided by <i>VENCorp</i> under clause 5.2.3.
<b>receipt point</b>	A point at which gas is received into a <i>pipeline</i> , other than a <i>transfer point</i> , including a point at which gas is received into the <i>pipeline</i> from a <i>storage facility</i> or a <i>gas production facility</i> .
<b>reconciliation amount</b>	A <i>positive reconciliation amount</i> or a <i>negative reconciliation amount</i> .
<b>reconciliation procedures</b>	The procedures for the purpose of carrying out reconciliation and adjustment which <i>VENCorp</i> is required to establish under clause 3.5.5(a).
<b>Regulator</b>	The Australian Competition and Consumer Commission established by section 6A of the Trade Practices Act 1974 (Cth).

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<b>related body corporate</b>	In relation to a body corporate, a body corporate that is related to the first-mentioned body in accordance with the Corporations Law.
<b>responsible person</b>	The person who is responsible for providing a <i>metering installation</i> for a particular <i>system point</i> or a <i>distribution delivery point</i> in accordance with clause 4.4.3.
<b>Retailer</b>	A person who holds a retail licence under the <i>Gas Industry Act</i> and is registered under clause 2.1(b).
<b>revised statement</b>	A statement issued by <i>VENCorp</i> under clause 3.6.19 following the resolution of a dispute or correction of an error relating to a <i>final statement</i> .
<b>safety plan</b>	A plan which must be developed by certain <i>Participants</i> in accordance with section 138 of the <i>Gas Industry Act</i> .
<b>safety procedures</b>	The procedures established and maintained by each <i>Participant</i> in accordance with clause 6.3.2.
<b>SAW point</b>	A <i>system withdrawal point</i> at which gas is withdrawn from the <i>transmission system</i> and injected into a <i>distribution pipeline</i> and which is designated by <i>VENCorp</i> as a <i>system withdrawal point</i> to which the <i>allocation algorithm</i> applies.
<b>scheduled deviation</b>	The positive or negative amount by which the injection or withdrawal of gas (as the case may be) for the hour specified in the <i>scheduling instruction</i> exceeds the injection or withdrawal (as the case may be) for the hour specified in the <i>pricing schedule</i> .
<b>scheduling</b>	The process of scheduling <i>nominations</i> and <i>inc/dec offers</i> which <i>VENCorp</i> is required to carry out in accordance with these Rules for the purpose of balancing gas flows in the <i>transmission system</i> and maintaining the security of the <i>transmission system</i> .
<b>scheduling error</b>	An error made in <i>scheduling</i> , as determined in accordance with clause 3.1.14, which results in a <i>scheduling instruction</i> that differs from the <i>scheduling instruction</i> that would have been issued if <i>VENCorp</i> had complied with the <i>gas scheduling procedures</i> , which (for the avoidance of doubt) does not include an error made in determining the <i>market price</i> .
<b>scheduling instruction</b>	An instruction given by <i>VENCorp</i> to a <i>Market Participant</i> or, in the case of an <i>LNG injection offer</i> , to the <i>LNG Storage Provider</i> , pursuant to clauses 3.1.12(h) and (i).

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<b>service envelope agreement</b>	An agreement entered between <i>VENCorp</i> and a <i>Transmission Pipeline Owner</i> , as required under clause 5.3.1, pursuant to which the <i>Transmission Pipeline Owner</i> agrees to provide to <i>VENCorp</i> gas transportation services and <i>pipeline</i> capacity in respect of that <i>Transmission Pipeline Owner's pipelines</i> and, which, for the avoidance of doubt, may be part of an agreement between <i>VENCorp</i> and the <i>Transmission Pipeline Owner</i> which relates also to other matters.
<b>settlement</b>	The determination of <i>trading imbalances</i> , <i>trading amounts</i> and <i>settlement amounts</i> in respect of <i>Market Participants</i> who trade in the <i>market</i> .
<b>settlement amount</b>	The amount payable by or to a <i>Market Participant</i> in respect of a <i>billing period</i> as determined by <i>VENCorp</i> under clause 3.6.5.
<b>settlement statement</b>	A statement issued by <i>VENCorp</i> in the form of a <i>final statement</i> under clause 3.6.15.
<b>significant price variation</b>	A significant variation in the <i>market price</i> as determined by <i>VENCorp</i> in accordance with guidelines developed under clause 1.2.1(h).
<b>standing EoD linepack bid</b>	An <i>EoD linepack bid</i> that is expressed to apply in respect of each consecutive <i>gas day</i> until a future specified date or until revoked or deemed to be revoked.
<b>standing inc/dec offer</b>	An <i>inc/dec offer</i> that is expressed to apply in respect of each consecutive <i>gas day</i> until a future specified date or until revoked or deemed to be revoked.
<b>standing nomination</b>	A <i>nomination</i> that is expressed to apply in respect of each consecutive <i>gas day</i> until a future specified date or until revoked or deemed to be revoked.
<b>storage facility</b>	A facility for the storage of gas, including the <i>LNG storage facility</i> and underground storage.
<b>Storage Provider</b>	A person who owns or operates a <i>storage facility</i> .

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<b>storage space</b>	In relation to <i>LNG storage capacity</i> , the right of a <i>Market Participant</i> , expressed in tonnes, to store gas in the <i>LNG storage facility</i> in accordance with its <i>LNG storage agreement</i> and these Rules.
<b>Sub-allocation Agent</b>	A person who has been appointed by a <i>Market Participant</i> or other person to submit <i>sub-allocation statements</i> under clauses 3.5.2(i) or 3.5.3(i).
<b>sub-allocation statement</b>	A statement which a <i>Sub-allocation Agent</i> may submit under clauses 3.5.2(i) or 3.5.3(i).
<b>supplier surplus</b>	In respect of a <i>Market Participant</i> who injects gas, the product of the <i>market price</i> and the amount of that <i>Market Participant's</i> actual injections, less the deemed cost of those injections as implied by the <i>Market Participant's inc/dec offers</i> .
<b>suspension notice</b>	A notice issued by <i>VENCorp</i> under clause 3.7.7.
<b>system injection point</b>	A <i>connection point</i> on the <i>transmission system</i> which is designed to permit gas to flow through a single pipe into the <i>transmission system</i> , which may also be, in the case of a <i>transfer point</i> , a <i>system withdrawal point</i> .
<b>system point</b>	A <i>system injection point</i> , a <i>system withdrawal point</i> or a <i>system withdrawal zone</i> .
<b>system security</b>	The operation of the <i>transmission system</i> in a safe and reliable manner and in accordance with the <i>system security guidelines</i> .
<b>system security guidelines</b>	The guidelines developed by <i>VENCorp</i> under clause 1.2.1(c).
<b>system withdrawal point</b>	A <i>connection point</i> on the <i>transmission system</i> which is designed to permit gas to flow through a single pipe out of the <i>transmission system</i> , which may also be, in the case of a <i>transfer point</i> , a <i>system injection point</i> .
<b>system withdrawal zone</b>	Part of the <i>transmission system</i> which contains one or more <i>system withdrawal points</i> and in respect of which <i>VENCorp</i> has determined that a single <i>withdrawal nomination</i> or a single <i>withdrawal inc/dec offer</i> must be made.
<b>tariff D withdrawal point</b>	A <i>system withdrawal point</i> to which transmission delivery tariff D is assigned or a <i>distribution delivery point</i> to which distribution tariff D is assigned under the <i>Tariff Order</i> .

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<b>Tariff Order</b>	The Victorian Gas Industry Tariff Order 1998 (as amended from time to time) made under section 48A of the <i>Gas Industry Act</i> and any tariffs and charges which are approved under an <i>access arrangement</i> .
<b>tariff V withdrawal point</b>	A <i>system withdrawal point</i> to which transmission delivery tariff V is assigned or a <i>distribution delivery point</i> to which distribution tariff V is assigned under the <i>Tariff Order</i> .
<b>tariffed VENCORP services</b>	The services provided by <i>VENCORP</i> under these Rules as described in clause 1.2.1.
<b>time stamp</b>	The means of identifying the time and date at which data is transmitted or received.
<b>TPA</b>	Transmission Pipelines Australia Pty Ltd ACN 079 089 268
<b>Trader</b>	A person, other than a <i>Retailer</i> , <i>Customer</i> or <i>Producer</i> , who injects gas, or tenders gas for injection, into the <i>transmission system</i> and/or withdraws gas, or tenders gas for withdrawal, from the <i>transmission system</i> .
<b>trading amount</b>	The sum calculated in accordance with clause 3.6.3(b).
<b>trading limit</b>	In respect of a <i>Market Participant</i> at any time means the last <i>trading limit</i> set by <i>VENCORP</i> for the <i>Market Participant</i> under clause 3.7.8(a).
<b>trading imbalance</b>	The quantity of gas determined in respect of each <i>Market Participant</i> for each <i>trading interval</i> in accordance with clause 3.6.4.
<b>trading interval</b>	A period of one <i>gas day</i> .
<b>transfer point</b>	A point at which gas is transferred from the <i>transmission system</i> to a <i>transmission pipeline</i> ; from a <i>transmission pipeline</i> to a <i>transmission pipeline</i> ; or from the <i>transmission system</i> to a <i>distribution pipeline</i> .

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<b>transmission constraint</b>	A constraint in or affecting the <i>transmission system</i> at any time as a result of which (having regard to operational requirements relating to pressures) gas flows in any part of the system are or (but for anything done by <i>VENCorp</i> ) would be restricted, whether such constraint results from the size of any part of the <i>transmission system</i> , the operation or failure to operate any part of the <i>transmission system</i> or the extent or distribution of supply or demand in any part of the <i>transmission system</i> .
<b>Transmission Customer</b>	A <i>Customer</i> who withdraws gas from a <i>transmission delivery point</i> .
<b>transmission delivery point</b>	A point on the <i>transmission system</i> at which gas is withdrawn from the <i>transmission system</i> and delivered to a <i>Transmission Customer</i> or injected into a <i>storage facility</i> .
<b>transmission pipeline</b>	A <i>pipeline</i> that is not a <i>distribution pipeline</i> .
<b>Transmission Pipeline Owner</b>	A person who owns or holds under a lease a <i>transmission pipeline</i> which is or is to be operated by <i>VENCorp</i> .
<b>transmission system</b>	The <i>transmission pipelines</i> or system of <i>transmission pipelines</i> which consists of the “gas transmission system” as defined under the <i>Gas Industry Act</i> .
<b>uplift payment</b>	A payment made by a <i>Market Participant</i> to <i>VENCorp</i> under clause 3.6.8.
<b>VENCorp</b>	The Gas Transmission System Operator established under the <i>Gas Industry Act</i> .
<b>VENCorp functions</b>	The functions of <i>VENCorp</i> set out in section 16C of the <i>Gas Industry Act</i> .
<b>VoLL</b>	A price cap, being the maximum, on the <i>market price</i> , as also described in clause 3.2.4.
<b>withdrawal allocation statement</b>	A statement which an <i>Allocation Agent</i> is required to give pursuant to clause 3.5.3(g).
<b>withdrawal inc/dec offer</b>	An <i>inc/dec offer</i> made in respect of a <i>system withdrawal zone</i> .
<b>withdrawal nomination</b>	A <i>nomination</i> in respect of a quantity of gas to be withdrawn from the <i>transmission system</i> .