

# **ACCESS ARRANGEMENT FOR CARPENTARIA GAS PIPELINE**

**SEPTEMBER 2002**



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### INTRODUCTION

This Access Arrangement has been prepared in accordance with the National Third Party Access Code for Natural Gas Pipelines and the Gas Pipelines Access Law, subject to the provisions of the Gas Pipelines Access (Queensland) Act 1998.

#### **Derogation from Access Code**

As contemplated in the Intergovernmental Natural Gas Pipelines Access Agreement dated 7 November 1997, transitional arrangements under the Act permitted the Minister for Mines and Energy to approve a tariff arrangement for the Pipeline<sup>1</sup>.

In exercise of that power under the Act, the Minister approved the Tariff Arrangement for the Pipeline on 9 June 2000. The Tariff Arrangement forms Schedule A to this Access Arrangement.

The Tariff Arrangement is taken to be approved as the Reference Tariff and Reference Tariff Policy for the Access Arrangement for the Pipeline until the Revisions Commencement Date for this Access Arrangement<sup>2</sup>.

Accordingly, the Regulator is not required to approve the Reference Tariff or the Reference Tariff Policy for the Pipeline, and the provisions of the Access Code in relation to approval of an Access Arrangement do not apply to the Reference Tariff or the Reference Tariff Policy to the extent that it is contained in the Tariff Arrangement.

In addition to the matters contained in the Tariff Arrangement, this Access Arrangement contains the Terms and Conditions of Service, Trading Policy, Queuing Policy, Extensions/Expansions Policy and Capacity Management Policy for the Pipeline.

#### **Capacity to which Access Arrangement applies**

This Access Arrangement applies to the first 175TJ/Day capacity in the Pipeline, and to any capacity above 175TJ/Day or any future geographic extension which is Covered and subject to this Access Arrangement under the Extensions/Expansions Policy.

Section 7 sets out the circumstances in which capacity will be developed in the Pipeline to 175TJ/Day.

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<sup>1</sup> Gas Pipelines Access (Queensland) Act 1998 section 58.

<sup>2</sup> Gas Pipelines Access (Queensland) Act 1998 section 58(2).

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### Owners of Pipeline

At the date of this Access Arrangement, the owners of the Pipeline are:

**Roverton Pty Limited** ACN 011 071 917 (which is also the operator)

**Santos Limited** ACN 007 550 923

**Delhi Petroleum Pty Limited** ACN 007 854 686

**Origin Energy Resources Limited** ACN 007 845 338 (formerly known as Boral Energy Resources Limited)

**Vamgas Pty Limited** ACN 006 245 110

**Santos Australian Hydrocarbons Pty Ltd** ACN 010 850 487 (formerly known as Australian Hydrocarbons Limited)

**Oil Company of Australia Limited** ACN 001 646 331

known as the “Carpentaria Gas Pipeline Joint Venture” and referred to in this Access Arrangement as the Service Provider and/or as CGPJV.

### OVERVIEW

This Access Arrangement is set out as follows:

- Section 1: Services Policy – describes the Services offered under this Access Arrangement and the procedure to obtain access to the Services.
- Section 2: Terms and Conditions of Service – describes together with Schedule A the terms and conditions applicable to the Reference Service.
- Section 3: Reference Tariffs – describes the Reference Tariffs applicable to the Reference Service.
- Section 4: Reference Tariff Policy – describes the principles used to determine the Reference Tariffs.
- Section 5: Trading Policy – allows for Bare Transfer, assignment with consent and change of Delivery and Receipt Points.
- Section 6: Queuing Policy – describes the order in which capacity will be allocated to Prospective Users where there is insufficient capacity in the Pipeline to satisfy all Requests for Service.
- Section 7: Extensions/Expansions Policy – describes the manner in which extensions or expansions to the Pipeline and New Facilities Investment will be dealt with under this Access Arrangement.
- Section 8: Capacity Management Policy – specifies whether the Pipeline is a contract carriage pipeline or a market carriage pipeline for the purposes of the Access Code.
- Section 9: Term and Review of the Access Arrangement – sets out the Revisions Submission Date and the Revisions Commencement Date.

### SCHEDULES:

- Schedule A:** Tariff Arrangement including
  - Attachment A1 (Base Tariff Rate)
  - Attachment A2 (Gas Specification)
  - Attachment A3 (Definitions of terms used in Schedule A)
- Schedule B:** Additional Definitions of terms used in Access Arrangement
- Schedule C:** General Terms and Conditions applying to Services in addition to those in Schedule A
- Schedule D:** Connection of Metering Facilities to Pipeline
- Schedule E:** Request for Service

### 1. SERVICES POLICY

CGPJV's Service Policy for the Pipeline consists of a Reference Service and Negotiated Services as follows:

- *Reference Service*— non-interruptible transportation Service for gas delivered into the Pipeline by or on behalf of the User through any length of the Pipeline in the direction from Southwest Queensland to Mount Isa, including an Overrun Service.
- *Negotiated Services* — agreements negotiated to meet the needs of a User which differ from those in the Reference Service.

#### 1.1 Reference Service

- The Reference Service for the Pipeline is described in the Tariff Arrangement approved by the Minister<sup>3</sup>. The Tariff Arrangement is set out in Schedule A.
- The Reference Service is offered for capacity up to the first 175TJ/Day in the Pipeline.

#### 1.2 Negotiated Service

- Where a Prospective User has specific needs which differ from those which would be satisfied by the Reference Service, the Prospective User may seek to negotiate different terms and conditions as a Negotiated Service.

#### 1.3 Access and Requests for Services

In order to obtain access to a Service, a Prospective User must observe the following procedures:

- A Prospective User must lodge a Request and meet the Prudential Requirements set out below. A Request must include as a minimum the level of detail envisaged by Schedule E.
- A Prospective User may have only one active Request for the same tranche of capacity to a particular Delivery Point.
- CGPJV will advise the Prospective User where a Request is incomplete. If the Prospective User corrects the deficiency within 7 days, the priority of the Request will depend on the date on which CGPJV first received the Request. Otherwise, the priority will depend on the date on which CGPJV receives the complete Request.
- CGPJV will within the shortest reasonable time and in any event within 30 Days of receiving a complete Request advise whether capacity is available and at what price, and whether a queue exists for the capacity.
- A Request will lapse unless, within 30 Days of CGPJV advising that capacity is available, the Prospective User has either entered into an Access Agreement for a Reference Service or a Negotiated Service, or commenced bona fide negotiations.

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<sup>3</sup> See Introduction, page 1

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- A Request for Service will not lapse in the event of a dispute being notified under the Access Code until that dispute has been resolved in accordance with the Access Code.
- Where there is sufficient capacity to meet a Request, there will be no queue.
- Where there is insufficient capacity to satisfy a Request, then a queue will be formed and the Queuing Policy (set out in Section 6) will apply.
- The Prudential Requirements applicable to Users and Prospective Users of the Pipeline are:
  - the Prospective User must be resident in, or have a permanent establishment in, Australia;
  - the Prospective User must not be under external administration as defined in the Corporations Act or under any similar form of administration in any other jurisdiction;
  - the Prospective User may be required to provide reasonable security in the form of a parent company guarantee or a bank guarantee or similar security. The nature and extent of the security will be determined having regard to the nature and extent of the obligations of the Prospective User under the Access Agreement.

### **2. TERMS AND CONDITIONS OF SERVICE**

- CGPJV will provide Services on the terms and conditions set out in an Access Agreement with the User.
- The terms and conditions of Access Agreements will be consistent with this Access Arrangement including the Tariff Arrangement and Schedule C.
- CGPJV will not discriminate between Prospective Users in the provision of Services on the basis of:
  - past transactions or relationships with any one or more of the owners of the Pipeline;
  - the identity of the Prospective User; or
  - the fact that the Prospective User is a related party of any one or more of the owners of the Pipeline.

### **3. REFERENCE TARIFFS**

- The Reference Tariff for the Reference Service was established under the Tariff Arrangement.
- The Reference Tariff is described in Schedule A.
- Where the Term of an Access Agreement for a Reference Service extends beyond the Revisions Commencement Date, the tariffs payable under the Access Agreement will be the Reference Tariff then payable for a comparable Service, or as otherwise agreed.

### **4. REFERENCE TARIFF POLICY**

- The Reference Tariff Policy was established under the Tariff Arrangement.
- The Reference Tariff Policy is described in section 1 of Schedule A.

### 5. TRADING POLICY

- A User may make a Bare Transfer without the consent of CGPJV provided that prior to utilising it the transferee notifies CGPJV of the portion of Contracted Capacity subject to the Bare Transfer and of the nature of the Contracted Capacity subject to the Bare Transfer.
- A User may only transfer or assign all or part of its Contracted Capacity other than by way of a Bare Transfer with the prior consent of CGPJV, which will only be withheld on reasonable commercial or technical grounds, and which may be given subject to reasonable commercial or technical conditions.
- A User may only change the Receipt Point and/or Delivery Point specified in an Access Agreement with the prior consent of CGPJV, which will only be withheld on reasonable commercial or technical grounds, and which may be given subject to reasonable commercial or technical conditions.

### 6. QUEUING POLICY

#### 6.1 *Forming the Queue*

- Where there is insufficient capacity to satisfy a Request<sup>4</sup>, a queue will be formed.
- A queue will include all relevant Requests which cannot be satisfied. Where an offer has been made in response to a Request received prior to formation of the queue, that Request will take first position in the queue.
- At the time a Request is placed in a new or existing queue, CGPJV will advise the Prospective User of:
  - (a) its position on the queue;
  - (b) the aggregate capacity sought under Requests which are ahead on the queue;
  - (c) its estimate of when capacity may become available; and
  - (d) the size of any surcharge that may apply to Developable Capacity.
- When the position of a Request changes relative to other Requests which are ahead in the queue (such as where a Request ceases to be on the queue) or where the timing of availability of a new tranche of Developable Capacity changes, CGPJV will provide revised information to the Prospective User.

#### 6.2 *Conditions Applicable on Queue*

- A Prospective User may reduce but not increase the capacity sought in a Request which is in a queue.
- Once every three months, CGPJV may seek confirmation from a Prospective User that it wishes to continue with its Request. If a Prospective User fails to respond affirmatively within 14 Days the Request will lapse.
- A Prospective User will advise CGPJV if it does not wish to proceed with a Request, which will then lapse.
- Any lapsed Request will be removed from the queue and priority will be lost.
- A Prospective User may only assign a Request on a queue to a bona fide purchaser of the Prospective User's business and/or assets, subject to CGPJV's Prudential Requirements<sup>5</sup>.
- A Request may lapse if, on assignment of a controlling interest in the shares of the Prospective User, the assignee fails to provide a guarantee as required by CGPJV or to meet CGPJV's Prudential Requirements.

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<sup>4</sup> See section 1.3.

<sup>5</sup> See section 1.3.

### **6.3 Procedure when Capacity can be made available**

- When capacity can be made available which meets the requirements of any Request in a queue:
  - that capacity will be progressively offered to each Prospective User in the queue in order of priority (notwithstanding that such capacity is not sufficient to meet the needs of that Prospective User);
  - CGPJV will advise each of those Prospective Users of its plans to make capacity available, and the terms and conditions on which the capacity will be available.
- A Prospective User will have 30 Days after an offer is made to enter into an Access Agreement (conditional if necessary on CGPJV entering into Access Agreements with other Prospective Users), failing which the Request will lapse or lose priority to those entering into such an Access Agreement (upon that Agreement becoming unconditional).

### **6.4 Priority of Prospective Users in Obtaining Services**

- A Request for a Reference Service will have priority over a Request for the same Service at a tariff less than the Reference Tariff. Otherwise, the priority of a Request for any Service depends on its priority date.
- The priority date of a Request is the date a completed Request is received by CGPJV.
- Where CGPJV determines that two or more Requests relate to the same tranche of capacity for the same Delivery Point, all those Requests will have the priority date of the earliest Request.

### **6.5 General**

- A Request will not lapse and will retain its priority in a queue in the event of a dispute being notified under the Access Code, until that dispute has been resolved in accordance with the Access Code.
- Where a queue exists a Prospective User must on request demonstrate to CGPJV that the Prospective User will have access to a supply of gas at the time it is anticipated that the Prospective User will be offered access to the Service.
- If CGPJV requests a Prospective User to demonstrate that it will have access to gas, and this will require the Prospective User to provide to CGPJV commercially sensitive information regarding the Prospective User's arrangements for access to gas, the Prospective User may either:
  - provide such information to CGPJV on the basis that the information is confidential and commercially sensitive in which case CGPJV will keep that information confidential as required by the Code<sup>6</sup>; or

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<sup>6</sup> Sections 4.1(f) and (g) of the Access Code require a Service Provider to use Confidential Information provided by a Prospective User only for the purpose for which the information was provided, and to not disclose Confidential Information without the approval of the Prospective User. "Confidential Information" is defined in section 10.1 of the Access Code.

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- provide such information to an independent person mutually agreed by CGPJV and the Prospective User, and CGPJV will rely on certification by that independent person as to the Prospective User's access to a supply of gas at the time it is anticipated that the Prospective User will be offered access to the Service.

The independent person must undertake to keep the information confidential. The Prospective User must pay the independent person's costs.

### 7. EXTENSIONS/EXPANSIONS POLICY

#### 7.1 *Extension*

- In the event that CGPJV undertakes a geographic extension to the Pipeline it will elect, after consultation with the Regulator, whether the extension is Covered and subject to this Access Arrangement.
- Where an extension is Covered and is subject to this Access Arrangement, access through that extension will be offered as a Negotiated Service at a negotiated tariff<sup>7</sup>.

#### 7.2 *Expansion of Capacity up to 175TJ per Day*

- This Access Arrangement applies to all capacity up to 175 TJ/Day.
- CGPJV will undertake an expansion of capacity of the Pipeline up to a maximum capacity of 175TJ/Day on the request of a User or Prospective User if :
  - there are, in the reasonable opinion of CGPJV, sufficient proven reserves to cover the economic life of the expanded Pipeline; and
  - the User or Prospective User commits to the use of the expanded capacity at Reference Tariffs.
- The Reference Tariff for the Pipeline will apply for all capacity up to 175TJ/Day.
- If CGPJV requests a Prospective User to demonstrate the existence of reserves as outlined above, and if such demonstration will require the Prospective User to provide to CGPJV commercially sensitive information regarding such reserves, the Prospective User may either:
  - provide such information to CGPJV on the basis that the information is confidential and commercially sensitive in which case CGPJV will keep that information confidential as required by the Code<sup>8</sup>; or
  - provide such information to an independent person mutually agreed by CGPJV and the Prospective User, and CGPJV will rely on certification by that independent person as to the existence of sufficient proven reserves to cover the economic life of the expanded Pipeline.

The independent person must undertake to keep the information confidential. The Prospective User must pay the independent person's costs.

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<sup>7</sup> The Reference Tariff will apply for transport to the off-take point from the mainline.

<sup>8</sup> Sections 4.1(f) and (g) of the Access Code require a Service Provider to use Confidential Information provided by a Prospective User only for the purpose for which the information was provided, and to not disclose Confidential Information without the approval of the Prospective User. "Confidential Information" is defined in section 10.1 of the Access Code.

### **7.3 Expansion of Capacity Beyond 175TJ per Day**

- In the event that CGPJV expands the capacity of the Pipeline in its present geographic location above 175TJ/Day, CGPJV will elect after consultation with the Regulator how to treat the expansion. For example, CGPJV may elect:
  - that the expansion will not be treated as part of the Covered Pipeline; or
  - that CGPJV will submit revisions to this Access Arrangement pursuant to section 2.28 of the Access Code.

### 8. TERM AND REVIEW

#### 8.1 Commencement

This Access Arrangement will commence on the date on which the approval by the Regulator takes effect under section 2 of the Access Code.

#### 8.2 Revisions Submission Date

CGPJV will submit revisions to this Access Arrangement on 1 November 2022, which is the Revisions Submission Date in the Tariff Arrangement.

#### 8.3 Revisions Commencement Date

The revisions to this Access Arrangement will commence on the later of:

- 1 May 2023, which is the Revisions Commencement Date in the Tariff Arrangement; and
- the date on which the approval by the Regulator of the revisions to the Access Arrangement takes effect under the Access Code.

#### 8.4 Specified Events

If:

- (a) a Specified Event as defined below occurs, and
- (b) the Specified Event substantially changes the types of Services that are likely to be sought by the majority of Users, or has a substantial effect on the direction of the flow of gas in the Pipeline,

CGPJV will submit to the Regulator proposed revisions to the non-tariff elements of this Access Arrangement. Such revisions will reflect the impact on the non-tariff elements of the Specified Event. CGPJV will submit such proposed revisions within three months of the occurrence of the Specified Event.

Pursuant to section 58 of the *Gas Pipelines Access (Queensland) Act 1998*, and for so long as that or a substituted provision is in effect:

- (a) revisions to this Access Arrangement as a result of a Specified Event occurring can not result in revisions to those parts of this Access Arrangement which are taken to be approved under that section; and
- (b) the Regulator does not have power to approve revisions which would affect the Tariff Arrangement before the Revisions Commencement Date.

“Specified Event” means:

- (a) the interconnection of another pipeline with the CGP (other than an extension to the CGP); or
- (b) the introduction of a significant source of gas supply to the market served by the CGP.

### 9. CAPACITY MANAGEMENT POLICY

For the purposes of section 3.7 of the Access Code, the Pipeline is a Contract Carriage Pipeline.

## **SCHEDULE A: TARIFF ARRANGEMENT APPROVED BY THE MINISTER**

This document sets out the Reference Tariff and the Reference Tariff Policy for the Pipeline, and defines the Reference Service to which that Reference Tariff relates. It also defines the Revisions Submission Date and the Revisions Commencement Date for the purposes of the Access Arrangement under which the Reference Service is to be offered.

### **1. REFERENCE TARIFF AND REFERENCE TARIFF POLICY**

#### **1.1. *The Reference Tariff***

The Reference Tariff applies to the Reference Service defined in section 2 and consists of:

- i) the Tariff Rate as determined in section 1.2, and
- ii) the additional Charges (including Overrun Charges and Imbalance Charges) as determined in section 1.3.

#### **1.2. *Tariff Rate***

1.2.1. The Service Provider will provide the Reference Service at the Tariff Rate.

#### **1.2.2. *Adjustment of Base Tariff Rate for Short Term Access Agreements***

If an Access Agreement has a term of less than 15 Years, the Base Tariff Rate will be adjusted in accordance with the formula:

$$\text{Base Tariff Rate} = A \times (1 + [0.02 \times (15 - N)])$$

Where:

A = the amount determined in accordance with Attachment A1; and

N = the term of the Access Agreement expressed in Years.

#### **1.2.3. *Tariff Amendment for Delivery After Completion***

The Base Tariff Rate for Foundation Users for the term of the Access Agreement will be increased by 2% of the amount calculated in accordance with paragraph (b) of Attachment A1 multiplied by the number of Years or part thereof (rounded up to the nearest month) from Completion to the date on which the Service Provider is required to commence supplying gas transportation services to the User under the Access Agreement.

#### **1.2.4. *Adjusted Base Tariff Rates for Quarters Following the Quarter Ending 30 September 1994***

To reflect movements in the Consumer Price Index the Base Tariff Rate will be adjusted for the Quarter ending on 31 December 1994 and every Quarter thereafter in accordance with the formula:

$$R_q = R_{q-1} \times (1 + 0.75 \times E)$$

Where:

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$R_q =$  the Adjusted Base Tariff Rate for the relevant Quarter (with any fraction being rounded up to the nearest one tenth of one cent per gigajoule).

$R_{q-1} =$  for the Quarter ending on 31 December 1994 is the Base Tariff Rate and for every Quarter subsequent to the Quarter ending on 31 December 1994 is the Adjusted Base Tariff Rate for the Quarter immediately preceding the relevant Quarter.

$$E = \frac{CPI_q - CPI_{q-1}}{CPI_{q-1}}$$

Where:

$CPI_q =$  the CPI Index for the Quarter immediately preceding the relevant Quarter

$CPI_{q-1} =$  the CPI Index for the Quarter immediately preceding the Quarter by reference to which  $CPI_q$  is determined

CPI Index means

- (a) the Consumer Price Index (Brisbane, all groups) published from time to time by the Australian Bureau of Statistics; or
- (b) if there is any suspension or discontinuance of the Consumer Price Index referred to in (a), or its method of calculation is substantially altered, then an index which reflects movements in the cost of living in Brisbane shall be substituted by agreement by the parties and if they are unable to agree the most appropriate index, then such index shall be determined by an actuary appointed by the President for the time being of the Institute of Actuaries of Australia and this determination (which will be made by the appointee as an Expert or umpire and not as an arbitrator) will be binding on the parties.

### 1.2.5. Tariffs on Minimum Quantity

- (a) If a User, other than the Principal Foundation User in relation to its Initial Capacity Reservation, takes delivery of less than the Minimum Quantity in any Year, the [User's] Service Provider will be entitled to charge the Reference Tariff as if the User had taken delivery of the Minimum Quantity in that Year.
- (b) If the Principal Foundation User takes delivery of less than 17 petajoules in any Year in relation to its Initial Capacity Reservation, the Service Provider will be entitled to charge the Reference Tariff to the Principal Foundation User as if the Principal Foundation User had taken delivery of 17 petajoules in that Year.

### 1.2.6. Adjusted for Load Factor Variation

The Tariff Rate for a User for each Quarter of the Year will be determined in accordance with the formula:

$$AR_q = R_q \times \left( \frac{\text{Load Factor}}{1.2} \right)$$

Where:

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$AR_q$  = the Tariff Rate for the relevant Quarter

$R_q$  = the Adjusted Base Tariff Rate for the relevant Quarter.

### **1.3. Additional Charges**

#### **1.3.1. Additional Charges**

In addition to any other amount payable under section 1.2, the Service Provider will be entitled to levy charges at not more than the charges determined in accordance with this section 1.3 for transportation of gas.

#### **1.3.2. Licence Fees**

The Service Provider is entitled to recover from the Users in proportion to their Contracted CR any licence fees payable by the Service Provider in respect of the Pipeline.

#### **1.3.3. Government Taxes, Duties and Charges**

- (a) If a new government tax, duty or charge is imposed on or applied to the Pipeline (or any of its components), the operation of the Pipeline or the provision of services to Users, a Service Provider is entitled to recover from the Users in proportion to their Contracted CR the amount of that government tax, duty or charge payable by the Service Provider.
- (b) If a government tax, duty or charge imposed on or applied to the Pipeline (or any of its components), the operation of the Pipeline or the provision of services to Users, which has been passed on directly to Users, is varied, the Service Provider:
  - i) is entitled to recover from those Users in proportion to their Contracted CR, any increase payable by the Service Provider as a result of any such variation; and
  - ii) is obliged to refund to those Users in proportion to their Contracted CR any reduction in the amount of such government tax, duty or charge.
- (c) In this section 1.3.3, "tax" does not include income tax within the meaning of the Income Tax Assessment Act 1936.
- (d) In this section 1.3.3, a reference to a new government tax, duty or charge is a reference to a government tax, duty or charge imposed on or after 28 February 1995 and a reference to the variation of a government tax, duty or charge is a reference to the variation from the amount of that government tax, duty or charge on 28 February 1995 or as may be subsequently varied.

#### **1.3.4. Pipeline System Enhancements**

Subject to section 1.3.5, the Service Provider is entitled to recover from a User or group of Users (in the proportion agreed between the Service Provider and those Users):

- (a) the cost of constructing capital improvements for inlet and outlet facilities for the Pipeline (which at all times will remain the property of the Service Provider) specifically required to deliver gas to or receive gas from that User or group of Users, including the construction of receipt points, delivery points, regulation and metering facilities; and

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- (b) the cost of operating and maintaining the capital improvements referred to in paragraph (a) of this section.

### 1.3.5. Unrecoverable Costs

The Service Provider is not entitled to recover from Users by way of Charges:

- (a) the cost of constructing any capital improvements to the Pipeline to increase the capacity of the Pipeline up to 175TJ/Day; or
- (b) the cost of compressor fuel used in the operation of the Pipeline except where gas is delivered into the Pipeline by or on behalf of the User at a pressure of less than 14,800kPa.

### 1.3.6. Other Charges

The Service Provider is entitled to levy Users such other charges as may be approved by the Regulator which charges must not exceed 10% of the Base Tariff Rate.

### 1.3.7. Overrun Charges

1.3.7.1 Subject to section 1.3.7.3, if on any Day a User takes delivery of a quantity of gas which exceeds the User's Contracted CR, the User must pay to the Service Provider an Overrun Charge equal to:

- (a) for an Overrun Service which occurs in circumstances when the Service Provider has declared by written notice to the User that physical or operational circumstances exist on the Pipeline which require the User's access to be limited to the Contracted CR plus any Overrun Quantity previously approved by the Service Provider, an amount which is the sum of:
  - (i) an amount calculated by multiplying the Overrun Quantity (excluding any Overrun Quantity previously approved by the Service Provider) by two times the Tariff Rate determined in accordance with section 1.2 applicable on the Day; and
  - (ii) subject to section 1.3.7.2, an amount calculated by multiplying an Overrun Quantity previously approved by the Service Provider by the Tariff Rate determined in accordance with section 1.2 applicable on the Day; or
- (b) for an Overrun Service which occurs in circumstances other than those mentioned in paragraph (a) and subject to section 1.3.7.2, an amount calculated by multiplying the Overrun Quantity by the Tariff Rate determined in accordance with section 1.2 applicable on the Day.

1.3.7.2 An Overrun Charge under section 1.3.7.1(a)(ii) or section 1.3.7.1(b) shall not apply on any Day on which the total quantity of gas transported through the Pipeline for all Users Adjusted for Partial Haul and Back Haul is less than 82 TJ.

1.3.7.3 The Service Provider shall not charge the User an Overrun Charge to the extent that the Service Provider solely caused the delivery of a quantity of gas which exceeds the Contracted CR without the prior approval of the User.

### 1.3.8. Imbalance Charges

- 1.3.8.1 Based on the best information available, a User and the Service Provider will cooperate in good faith to minimise any Imbalance and to eliminate any Imbalance that does occur as soon as possible, taking into consideration the reasonable time required by any entities delivering gas to, or receiving gas from, the Service Provider.
- 1.3.8.2 If an Imbalance exists at the end of a Month, then (subject to the obligation of the Service Provider and the User under section 1.3.8.1 to cooperate in good faith to minimise or eliminate any such Imbalance) the User will correct a continuing Imbalance during the subsequent Month by making adjustments in nominations, receipts and/or deliveries.
- 1.3.8.3 If a User fails to take corrective action under section 1.3.8.2, the Service Provider may adjust the User's receipts and deliveries over that subsequent Month to correct that continuing Imbalance.
- 1.3.8.4 If an Imbalance still remains at the end of the subsequent Month, the Service Provider may
- (a) charge the User an Imbalance Charge equal to the Tariff Rate determined in accordance with section 1.2 multiplied by the Imbalance existing at the end of that Month; and
  - (b) in the case of an Imbalance where the quantities of gas received at the Receipt Locations are less than the quantities of gas taken at the Delivery Locations, require the User to correct any such Imbalance through an Imbalance Charge based upon the then existing price of gas at the Receipt Location.
- 1.3.8.5 If a Service Provider acts pursuant to paragraph (b) of section 1.3.8.4 in relation to an Imbalance, the gas for which payment is made is treated as gas supplied by the User at a Receipt Location.
- 1.3.8.6 The Service Provider will not be entitled to act under section 1.3.8.4 in respect of any Imbalance that has been corrected during a Month notwithstanding that a further Imbalance has subsequently arisen by the end of that Month.
- 1.3.8.7 Notwithstanding the other provisions of this section, the Service Provider and the User acknowledge that despite the reasonable efforts, minor Imbalances will occur as a result of the inability to precisely match quantities of gas received and delivered. A Service Provider shall not be entitled to make any charges pursuant to section 1.3.8.4 as a result of the minor Imbalance.

## 2. SERVICE POLICY

### 2.1 Reference Service

The Reference Service to which the Reference Tariff described in section 1 relates is a non-interruptible gas transportation service for gas delivered into the Pipeline by or on behalf of a User through any length of the Pipeline in the direction from Southwest Queensland to Mount Isa, and including an Overrun Service. The Reference Service is provided at the Reference Tariff.

The Reference Service is not available for, and hence the Reference Tariff does not apply to, any service which requires capacity beyond the first 175TJ/Day of capacity in the Pipeline.

### 2.2 Conditions of Reference Service

#### 2.2.1 Conditions Relating to Gas

The Reference Service is subject to the following conditions:

- (a) gas entering the Pipeline must conform to the specification set out in Attachment A2 as may be varied from time to time by agreement between the Service Provider and the Minister;
- (b) the Service Provider has the right to commingle the gas received from a User with gas transported for other Users and to redeliver different molecules;
- (c) Users must deliver gas into the Pipeline at the Receipt Location at a pressure of at least 14,800 kilopascals (kPa) (gauge); and
- (d) the Service Provider will provide a minimum pressure of 2,000 kPa (gauge) at the inlet to Delivery Locations.

#### 2.2.2 System Use Gas

Subject to section 2.2.3, the Service Provider shall supply any System Use Gas required for the operation of the Pipeline at no cost to the User.

#### 2.2.3 Line Pack

- 2.2.3.1 The Service Provider shall provide a fixed quantity of gas to form part of the Line Pack.
- 2.2.3.2 The User shall supply at the User's cost an additional proportion of the Line Pack not exceeding that quantity determined by multiplying the ratio of that User's Contracted CR to the total Contracted CR of all Users at the time by the difference between the Line Pack determined by the Service Provider in accordance with section 2.2.3.3 and the fixed quantity of gas supplied by the Service Provider in accordance with section 2.2.3.1.
- 2.2.3.3 A Service Provider shall from time to time determine as necessary the quantity of gas reasonably required for Line Pack.
- 2.2.3.4 The Service Provider shall then advise its Users of the quantity of gas required to be supplied by them for Line Pack in accordance with any agreement under section 2.2.3.2.

#### 2.2.4 Adjustment of Contracted CR

In the event that on any Day because of a reduction in the average heating value of the gas the Service Provider is of the opinion that the aggregate of quantities of gas to be delivered to all Users may exceed the pipeline capacity the following formula will be used to allocate a proportion of available pipeline capacity to each User:

$$\text{Adjusted CR} = \text{Contracted CR} \times [1 + 0.02 \times (\text{AHV} - \text{RHV})]$$

Where:

AHV = the average heating value expressed in Megajoules per standard cubic metre of gas delivered on the Day the Service Provider applies this formula

## Access Arrangement for Carpentaria Gas Pipeline

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RHV = estimated long term averaged heating value expressed in Megajoules per standard cubic metre of gas transported in the Pipeline.

The application of this formula will not affect the calculation of the Load Factor.

### 2.2.5 Conditions of Overrun Service

A User shall cooperate with the Service Provider by giving to the Service Provider:

- (a) adequate notice of the User's requirement for an Overrun Service on any Day; and
- (b) any information reasonably required by the Service Provider about the User's requirement for an Overrun Service.

## 3. GENERAL

- 3.1 For so long as the Service Provider's Service Policy consists of the Reference Service described herein, and the Reference Tariff described herein continues to apply to that Reference Service, the Service Provider shall not be required to prepare an Access Arrangement Information in connection with the Access Arrangement under which the Reference Service and Reference Tariff are offered.
- 3.2 For the purposes of the Access Arrangement under which the Reference Service and Reference Tariff described herein are to be offered, the Revisions Submission Date by which the Service Provider will submit revisions to that Access Arrangement is November 1, 2022 being six months prior to the Revisions Commencement Date, which shall be May 1, 2023.
- 3.3 The Reference Tariff, Reference Tariff Policy, Reference Service, Revisions Submission Date, and Revisions Commencement Date referred to herein are not subject to approval by the Regulator or to public consultation under the Access Code.
- 3.4 The Regulator cannot require the Service Provider to include in its Information Package in relation to the Pipeline, any information, except for the provisions of section 3.1, which would otherwise be included in an Access Arrangement Information.

**SCHEDULE A: ATTACHMENT A1  
BASE TARIFF RATES**

Base Tariff Rates are to be determined in accordance with the following table.

**Access Agreement Amount**

<b>Access Agreement</b>	<b>Amount</b>
(a) Access Agreements between the Service Provider and the Principal Foundation User entered into prior to completion.	80 cents/GJ  The Principal Foundation User may take delivery of up to 105% of the Initial Capacity Reservation at a Base Tariff Rate determined in accordance with this paragraph (a). If the Principal Foundation User takes delivery of more than 105% of the Initial Capacity Reservation, the Base Tariff Rate of 96 cents/GJ will apply in relation to the excess.
(b) Access Agreements entered into prior to Completion other than those referred to in paragraph (a) of this Attachment where the User elects to be treated as a Foundation User	Between 86 cents and 96 cents/GJ with the precise Base Tariff Rate being determined by the formula:  Base Tariff Rate - $[96 - (F-25)/2]$ cents/GJ  Where: F: = the number of petajoules of gas transported through the Pipeline in a particular Year for all Users PROVIDED THAT if less than 25 petajoules of gas are transported through the Pipeline in a particular Year for all Users, F will be 25 for the purpose of calculating the Base Tariff Rate and if more than 45 petajoules of gas are transported through the Pipeline in a particular Year for all Users, F will be 45 for the purpose of calculating the Base Tariff Rate.  The User may take delivery of up to 105% of the User's Contracted Annual Quantity at a Base Tariff Rate determined in accordance with this paragraph (b). If the User takes delivery of more than 105% of the Users Contracted Annual Quantity, the Base Tariff Rate of 96 cents/GJ will apply in relation to the excess.
(c) All other Access Agreements	96 cents/GJ

**SCHEDULE A: ATTACHMENT A2**

**GAS SPECIFICATION FOR ACCEPTANCE INTO OR DELIVERY FROM THE PIPELINE**

<b>ITEM</b>	<b>SPECIFICATION</b>	<b>PERMISSIBLE VARIATION FOR MAXIMUM OF 2 HOURS CUMULATIVE IN ANY 24 HOURS</b>
<b>Oxygen</b>	Maximum 0.2%v/v	Specification must be met at all times
<b>Total Sulphur</b>	Maximum 50mg/m <sup>3</sup>	Between 50mg/m <sup>3</sup> and 75mg/m <sup>3</sup>
<b>Hydrogen Sulphide</b>	Maximum 7mg/m <sup>3</sup>	Between 7mg/m <sup>3</sup> and 15.0mg/m <sup>3</sup>
<b>Mercaptan Sulphur</b>	Maximum 15mg/m <sup>3</sup>	Specification must be met at all times
<b>Hydrocarbon Dewpoint</b>	10°C maximum between 1000kPa & 10000kPa	15°C November - February inclusive 10°C March-October inclusive
<b>Water Vapour Content</b>	Maximum 65mg/m <sup>3</sup>	Specification must be met at all times
<b>Carbon Dioxide</b>	Maximum 3.0%v/v	Between 3% and 5%v/v
<b>Total Inert Gases</b>	Maximum 6%v/v	Within Wobbe Index Limits
<b>Heating Value (Gross)</b>	35-43 MJ/m <sup>3</sup> (see note 1)	35-44 MJ/m <sup>3</sup>
<b>Wobbe Index</b>	47-52	Between 47.0 and 54.0
<b>Temperature</b>	Minimum 0°C Maximum 60°C	No variation outside limits
<b>Solid Matter</b>	Gas delivered will be reasonably free from dust, gums, gum forming constituents or other liquid or solid matter which might cause injury to, or interference with, proper operation of pipeline regulators, meters or other appliances through which it flows or which may interfere with the commercial utilisation of the Gas.	
<b>Notes: 1</b>	Subject to a reasonable endeavours undertaking not to exceed 42MJ/m <sup>3</sup> with the plant and equipment installed at the Ballera Gas Centre. The rate of change of gross heating value will not exceed plus or minus 10% on an instantaneous basis. The User will use its best endeavours to effect any changes steadily.	

**SCHEDULE A: ATTACHMENT A3  
DEFINITIONS**

For the purposes of this Schedule A, the following words have the meanings given to them:

“**Access**” to the Pipeline means the right to a gas transportation service provided by the Pipeline and includes the right to have the Pipeline connected to another facility.

“**Access Code**” means the National Third Party Access Code for Natural Gas Pipelines established under the Gas Pipelines Access Law.

“**Access Agreement**” means a written agreement between the Service Provider and a User for Access to the Pipeline.

“**Act**” means the Gas Pipelines Access Law (Qld)<sup>9</sup>.

“**Adjusted Base Tariff Rate**” means the Base Tariff Rate as adjusted in accordance with section 1.2.4.

“**Adjusted CR**” means the Contracted CR as adjusted in accordance with section 2.2.

“**Adjusted for Partial Haul and Back Haul**” means a calculated full haul pipeline throughput or Contracted CR on any Day that results in the same delivery pressure at the Mica Creek Power Station Delivery Location as the delivery pressure resulting from the combination of full haul, partial haul and partial back haul on that Day with the calculation to be carried out using a flow formula and pipeline roughness that calculates flow and pressure values that match the actual values observed for the Pipeline.

“**Average Daily Quantity of Gas**” means the total quantity of gas delivered to a User in a Year divided by the number of days in that Year.

“**Base Tariff Rate**” means the rate per gigajoule determined in accordance with Attachment 1 and amended pursuant to:

- (a) section 1.2.2 for Access Agreements with a term of less than 15 Years; and
- (b) section 1.2.3 for Access Agreements with Foundation Users which provide for the delivery of gas to commence subsequent to Completion.

“**Charges**” means the amounts, other than Tariffs, which are charged to a User for gas transportation services through any length of the Pipeline

“**Completion**” means the completion of construction and commissioning of the Pipeline so that gas is capable of being transferred through the Pipeline in accordance with Access Agreements.

“**Contracted Annual Quantity**” means the User's right to have that quantity of gas set out in that User's Access Agreement delivered in any Year.

“**Contracted User's Capacity Reservation**” or “**Contracted CR**” means the User's right to have that quantity of gas set out in that User's Access Agreement delivered on any Day.

“**Day**” means a period of 24 consecutive hours beginning at 8.00am Eastern Standard Time.

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<sup>9</sup> The Gas Pipelines Access (Queensland) Act 1998 applies as laws of Queensland the Gas Pipelines Access Law and the National Third Party Access Code for Natural Gas Pipelines.

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## Access Arrangement for Carpentaria Gas Pipeline

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“**Delivery Location**” means any location at which gas is delivered to a User.

“**Foundation User**” means a User who enters into an Access Agreement prior to Completion and who elects to obtain the benefit of the variable Base Tariff Rate in paragraph (b) of Attachment A1.

“**Highest Average Quantity of Gas**” means the amount represented by one third of the highest aggregate quantity of gas delivered to the User in any three (3) consecutive Years in the preceding term of an Access Agreement.

“**Imbalance**” means the difference between the quantities of gas received by the Service Provider at the Receipt Locations for a User's account (net of System Use Gas) and the quantities of gas taken by or on account of the User at the Delivery Locations.

“**Imbalance Charge**” means the charge payable by the User in accordance with section 1.3.8.

“**Initial Capacity Reservation**” in relation to an Access Agreement between the Service Provider and the Principal Foundation User means a right of the Principal Foundation User to take delivery of 17 Petajoules of gas in any Year.

“**Line Pack**” means the total quantity of gas in the Pipeline from time to time.

“**Load Factor**” means for each User in any Year the amount determined by dividing the average of the three highest daily quantities of gas delivered to the User during the Year by the Average Daily Quantity of Gas for that User in that Year.

“**Minimum Quantity**” means for each User (other than the Principal Foundation User in relation to its Initial Capacity Reservation) in any Year the higher of:

- (a) 90% of the Contracted Annual Quantity for that Year; or
- (b) 90% of the Highest Average Quantity of Gas for that Year.

“**Minister**” means the Minister who from time to time has responsibility for gas safety and technical matters for the State of Queensland.

“**Month**” is a period beginning at 8.00am Eastern Standard Time on the first Day of the calendar month and ending at 8.00am Eastern Standard Time on the first Day of the succeeding calendar month.

“**Overrun Charge**” means the charge payable by the User for an Overrun Service in accordance with section 1.3.7.

“**Overrun Quantity**” means the quantity of gas delivered by the Service Provider to all Delivery Locations on any Day that is greater than the Contracted CR.

“**Overrun Service**” means a service comprising the delivery of an Overrun Quantity.

“**Pipeline**” means the pipeline constructed from high strength pipe of outside diameter not less than 323.9mm extending between:

- (a) Ballera Gas Centre in South West Queensland with approximate co-ordinates Longitude 141°48'22"E., Latitude 27°23'25"S.; and

## Access Arrangement for Carpentaria Gas Pipeline

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(b) a point within a 10 kilometre radius of the Mica Creek Power Station at Mt. Isa.

**“Principal Foundation User”** means MIM Holdings Limited or any company nominated by MIM Holdings Limited and accepted by the Service Provider in its absolute discretion.

**“Quarter”** means a period of 3 calendar months ending on 30 September, 31 December, 31 March and 30 June in each Year.

**“Receipt Location”** means any location at which the Service Provider takes custody of gas into the Pipeline.

**“Reference Service”** means the Service referred to in section 2.

**“Reference Tariff”** means the tariffs and charges set out in section 1.

**“Service Provider”** means Roverton Pty Ltd ACN 011 071 917, Santos Limited ACN 007 550 923, Delhi Petroleum Pty Ltd ACN 007 854 686, Santos Petroleum Pty Ltd ACN 000 146 369, Origin Energy Resources Limited ACN 007 845 338, Vamgas Pty Ltd ACN 006 245 110, Santos Australian Hydrocarbons Pty Ltd ACN 010 850 487 and Oil Company of Australia Limited ACN 001 646 331 or the person who is, from time to time, the owner or operator of the whole or any part of the pipeline.

**“System Use Gas”** means the quantities of gas used as compressor fuel and other purposes necessary for the operation of the Pipeline but does not include Line Pack.

**“Tariff Rate”** means the Adjusted Base Tariff Rate for each gigajoule of gas transported through any length of the Pipeline as adjusted in accordance with section 1.2.6.

**“User”** means a person who enters into an Access Agreement with the Service Provider.

**“User’s Capacity Reservation”** means the User’s right to have a quantity of gas delivered on any Day.

**“Year”** means a period of twelve Months commencing at 8.00am Eastern Standard Time on 1 July in any year.

### Units of Gas

All quantities of gas are deemed to be expressed in gigajoules unless otherwise expressly indicated.

### Interpretation

Any term used herein which is not defined in this Attachment A3, but which is defined in the Act, shall have the meaning assigned to it in the Act. In all other respects, terms used herein, if not defined above, have the meanings assigned to them in the Access Code.

**SCHEDULE B: DEFINITIONS IN ADDITION TO THOSE IN  
TARIFF ARRANGEMENT**

Terms used in this Access Arrangement (including Schedule A) which are defined in the Act or the Access Code have the meaning given to those terms in the Act or the Access Code as at the date of commencement of this Access Arrangement. In addition, terms used in this Access Arrangement which are defined in Schedule A (including Attachment A3) have the meaning given to them in that Schedule.

“**Annual Contract Quantity**” or “**ACQ**” means the quantity agreed between CGPJV and the User as the maximum quantity of gas which CGPJV agrees to receive, transport and deliver each Contract Year

“**CGPJV**” has the same meaning as “Service Provider” in Schedule A Attachment A3.

“**Contract Year**” means the period of a Year commencing on the first Day of the Term for a Delivery Point which shall in turn be the first Day of a Month, or on the anniversary of the first Day.

“**Delivery Point**” has the same meaning as “Delivery Location” in Schedule A Attachment A3..

“**Delivery Station**” means those facilities installed at a Delivery Point to enable delivery of gas from the Pipeline including a tapping point, remote shutoff valve, SCADA and other communications facilities, and associated power supply.

“**Delivery Point MDQ**” means the MDQ established by the User for that Delivery Point. Where gas is to be delivered to only one Delivery Point under an Access Agreement, the User’s MDQ will be taken to be the Delivery Point MDQ.

“**Force Majeure**” means any event or circumstance not within the control of a party to an Access Agreement and which by the exercise of due diligence that party is not reasonably able to prevent or overcome.

“**Gas Pipelines Access Law**” has the meaning given to it in the Act.

“**Hour**” means any period of 60 consecutive minutes.

“**Maximum Daily Quantity**” or “**MDQ**” means the maximum quantity of gas (in GJ) which CGPJV is obliged to transport and deliver to a particular Delivery Point for or on behalf of the User on any Day (excluding Overruns).

“**Maximum Hourly Quantity**” or “**MHQ**” means the maximum quantity of gas (in GJ) which CGPJV is obliged to transport and deliver to a particular Delivery Point for or on behalf of the User on any Hour (excluding Overruns).

“**Metering Facilities**” means facilities to measure quantities and monitor quality of gas being received or delivered which facilities may include filters, metering system and associated instrumentation, shutoff valves, links to SCADA and other communications facilities, and power supplies.

“**Negotiated Service**” means a Service on terms and conditions different to those of a Reference Service.

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**“Nominations”** means a schedule provided by the User to CGPJV showing, for each Day of a Month:

- (a) the quantities of gas (in GJ) intended to be presented at each receipt Point by or on behalf of the User; and
- (b) the quantities of gas (in GJ) required to be delivered at each Delivery Point to or for the account of the User.

**“Pipeline”** means the pipeline from Ballera to Mt Isa in Queensland described in Pipeline Licence 41 under the Petroleum Act 1923 (Qld) and includes the Receipt Stations and the Delivery Stations which exist from time to time and any extension or expansion installed from time to time.

**“Receipt Point”** or **“Receipt Location”** means any location at which the Service Provider takes custody of gas into the Pipeline.

**“Receipt Station”** means those facilities installed at a Receipt Point to enable receipt of gas from a User into the Pipeline, including a tapping point, a remote shutoff valve, SCADA and other communications facilities and associated power supply.

**“Receipt Point MDQ”** means the MDQ for that Receipt Point.

**“Regulator”** means the Australian Competition and Consumer Commission or the Relevant Regulator under the Gas Pipelines Access Law.

**“Request”** means a Request for Service as described in Section 1.3.

**“Service”** means a Service provided by CGPJV in relation to the Pipeline including but not limited to Reference Services.

**“Term”** means the period specified in the Services Agreement for a Delivery Point.

**“Tariff Arrangement”** mean the Tariff Arrangement for the Pipeline approved by the Minister on 9 June 2000, and set out in Schedule A.

**“User’s Delivery Point”** means a Delivery Point to which CGPJV is obliged to transport and deliver gas to or on account of the User.

**“User’s MDQ”** means the maximum quantity of gas which CGPJV is obliged to receive on behalf of the User (net of the User’s share of Users’ Linepack) and to transport and deliver to all of the User’s Delivery Point(s) on behalf of the User on any Day (excluding Overruns). Where gas is to be delivered to only one Delivery Point under an Access Agreement, the User’s MDQ will be taken to be the Delivery Point MDQ.

**“Year”** means a period of 365 consecutive Days but, for any Year which contains a date of 29 February, means 366 consecutive Days.

**SCHEDULE C: TERMS AND CONDITIONS APPLYING TO  
ALL SERVICES**

**RELATIONSHIP BETWEEN CGPJV AND USER**

1. CGPJV will be entitled to require a User to:
  - (a) provide security for the performance of its obligations under an Access Agreement. Such security may be of such type and such extent as CGPJV reasonably determines;
  - (b) pay all amounts owing under an Access Agreement to continue to receive Services under that Access Agreement; and
  - (c) demonstrate its ability to meet all financial obligations under an Access Agreement.
2. CGPJV and Users will perform their obligations under Access Agreements, and conduct their relations with each other, in good faith and in a commercially reasonable manner, and in accordance with reasonable operating and management practices.

**OBLIGATION TO TRANSPORT**

3. CGPJV's obligation to transport gas will consist of the receipt of gas at the User's Receipt Points and the delivery of a thermally equivalent quantity of gas at the User's Delivery Points, net of the User's share of Users' Linepack.
4. Custody of gas will transfer from CGPJV to the User at the downstream flange of the Delivery Station.

**MHQ, MDQ AND ACQ**

5. At the commencement of an Access Agreement, the User will establish for each Contract Year an MHQ, a User's MDQ and a Contracted Annual Quantity that is to apply for the whole of that Contract Year.
6. Where gas is to be delivered to more than one Delivery Point, the User must also establish a Delivery Point MHQ and a Delivery Point MDQ for each Delivery Point.
7. Where gas is to be delivered into the Pipeline at more than one Receipt Point, the User must also establish a Receipt Point MDQ for each Receipt Point.
8. Although the sum of the Receipt Point MDQs or Delivery Point MDQs may exceed the User's MDQ, CGPJV will not be obliged to receive or deliver on any Day a quantity of gas in excess of the User's MDQ.
9. Subject to other provisions of this Access Agreement including the limitation on CGPJV's obligation to receive or deliver gas up to the User's MDQ, the provisions of section 2 of Schedule A and also subject to the User's compliance with its obligations in relation to Line Pack, balancing, Nominations and delivery of gas into the pipeline at the minimum pressure:
  - (a) on any Day CGPJV will receive, transport and deliver the quantity of gas nominated by the User for that Day, up to the User's MDQ; and

## Access Arrangement for Carpentaria Gas Pipeline

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- (b) except pursuant to an Overrun Service, CGPJV will not be obliged on any Day:
  - (i) to deliver at any of the User's Delivery Points a quantity of gas greater than the Delivery Point MDQ for that Delivery Point; or
  - (ii) to receive at any of the User's Receipt Points a quantity of gas, excluding the User's share of Users' Linepack, greater than the Receipt Point MDQ for that Receipt Point.

### METERING

- 10. Withdrawals at Delivery Points will be metered. Where facilities exist, quantities passing through the meter each Day will be recorded and telemetered to CGPJV's premises daily and will be accessible by CGPJV, the User, and other persons as permitted by the User.
- 11. If Metering Facilities fail to operate, the quantity of gas withdrawn will be determined by agreement, or failing agreement by successively using a check meter, calculating the percentage error through calibration tests or mathematical calculation and varying the quantity by one half of the error, or by a deeming method.
- 12. Subject to Schedule A, the quantity of gas delivered at the Delivery Point will be the product of the volume and the average of the heating value declared or measured for the Pipeline for that Day.

### ALLOCATION

- 13. Where gas is delivered to a Delivery Point for more than one User, those Users must establish allocation methodologies and notification processes reasonably acceptable to CGPJV, and must provide sufficient information to CGPJV to enable it to reconcile between Users the quantities of gas received and delivered. If no such methodologies or processes are established, CGPJV will be entitled to adopt a reasonable methodology such as a pro-rating based on nominations.
- 14. Where a Receipt Point is used by more than one User, those Users must establish allocation methodologies reasonably acceptable to CGPJV, and must provide sufficient information to CGPJV to enable it to reconcile between Users the quantities of gas received and delivered. If no such methodologies are established, CGPJV will be entitled to adopt a reasonable methodology such as a pro-rating based on nominations.

### ACCOUNTS AND PAYMENTS

- 15. CGPJV will render monthly accounts.
- 16. CGPJV may charge interest on amounts which are not paid within 14 Days of the date of the account.

### FORCE MAJEURE

- 17. Where an event of Force Majeure affects or prevents a party's performance under an Access Agreement, the non-performance will not be a breach of the Access Agreement but the party affected by the Force Majeure must use reasonable endeavours to put itself in a position to perform its obligations.
- 18. An event of Force Majeure will not relieve a party from its obligations under an Access Agreement after the expiry of a reasonable period of time within which the Force Majeure could have been remedied or overcome had reasonable endeavours been exercised by the party affected.

## Access Arrangement for Carpentaria Gas Pipeline

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19. An event of Force Majeure will not relieve a party from any obligations under an Access Agreement unless promptly after becoming aware of the Force Majeure the party affected gives written notice to the other party.
20. If an event of Force Majeure continues to prevent a party from performing its obligations under the Access Agreement for a Year the parties shall consult in good faith to resolve the Force Majeure. If they are unable to agree, either party may terminate the Access Agreement. Both parties will be relieved of any future obligations but not relieved of obligations arising prior to termination.
21. Where there is a charge based on MDQ, and CGPJV is unable to perform its obligations under the Access Agreement due to an event of Force Majeure, the charge will be based on the highest quantity of gas (up to the MDQ) available to be withdrawn during that period rather than MDQ.

### LIABILITIES AND INDEMNITIES

22. Each party will be responsible and liable for the maintenance and operation of its properties and facilities under an Access Agreement, and indemnifies the others for any claim or action in respect of or arising out of them.
23. Each party indemnifies the other in respect of any inaccuracy of representation, warranty or covenant made by it or failure to perform or satisfy any of the provisions of the Access Agreement.
24. Liability will be limited to actual damages, and in particular will not extend to consequential or indirect loss, except for:
  - (a) delivery of non-Specification Gas to a Receipt Point,
  - (b) delivery of non-Specification gas due to the negligence or wilful default of CGPJV,
  - (c) failure by the User to cease delivery or taking of gas as required under the Access Agreement, or
  - (d) withdrawal at a Delivery Point of a quantity greater than MHQ in any Hour or a quantity greater than MDQ in any Day where the circumstances described in section 1.3.7.1(a) of Schedule A apply.

### INTERRUPTIONS AND CURTAILMENTS

25. If CGPJV proposes to carry out any planned work which may affect its ability to provide Services to Users, CGPJV will give Users reasonable notice of the planned work and after consultation with Users who may be affected use reasonable endeavours to carry out that work:
  - (a) so as to avoid or minimise so far as is reasonably practicable any curtailment of Services to Users;
  - (b) during a period which CGPJV reasonably determines to have low aggregate demand for capacity; and
  - (c) with as little disruption to the provision of Services as is reasonably practicableand may, if necessary, curtail or interrupt receipts or deliveries of gas to the extent necessary to carry out that work.
26. When necessary to protect the operational integrity or safe operation of the Pipeline, or to comply with any applicable laws and regulations, or during an emergency situation or the

## Access Arrangement for Carpentaria Gas Pipeline

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like when immediate repairs or maintenance are required, and after giving as much notice to the Users as is reasonably practicable, CGPJV will be entitled, without incurring liability, to curtail or interrupt receipts or deliveries of gas.

27. Where Services are to be curtailed due to an event of Force Majeure or under the preceding paragraphs, those Services will be curtailed or interrupted downstream of the location of the affected part of the Pipeline and will be curtailed or interrupted proportionately according to the User's Nominations for the first Day and MDQ thereafter, or as otherwise agreed with all Users.

### TITLE TO AND RESPONSIBILITY FOR GAS

28. The User will warrant that it has title to gas delivered at the Receipt Point.
29. CGPJV will be responsible for any gas lost from the Pipeline due to its negligence or wilful default.
30. On the termination of an Access Agreement, the User will be entitled to:
- (a) recover a quantity of gas equivalent to any quantity delivered by or on behalf of the User into the Pipeline and not delivered to or for the account of the User; or
  - (b) sell the gas to another User and advise CGPJV of the quantity and identity of that User.

Should the User fail to comply with either (a) or (b) within 3 months of termination, title in the gas passes to CGPJV to be used for operational purposes on the Pipeline.

### METERING AND RECORDS

31. The User will be allowed to inspect and audit metering equipment owned by CGPJV used in determining amounts payable by the User at least once each Contract Year. Each party must bear its own costs of any such inspection or audit.
32. An independent auditor appointed by the User will be allowed to inspect and audit records used in determining amounts payable by the User:
- (a) at least once each Contract Year; and
  - (b) at least once within 12 Months after termination of an Access Agreement.

Each party must bear its own costs of any such inspection or audit.

### GAS QUALITY

33. Subject to the User delivering gas at the Receipt Points which meets the Specification as required in Schedule A, CGPJV will ensure that gas delivered at Delivery Points meets the Specification.
34. CGPJV may direct the User to cease the delivery of gas which does not meet the Specification, or may refuse to accept such gas and give notice to the User accordingly.

**NOMINATIONS AND VARIATIONS**

35. A User will make reasonable efforts to ensure that receipts and deliveries of gas are in accordance with its Nomination.
36. Subject to sections 37, 38 and 39, CGPJV will change deliveries at specified Receipt Points and Delivery Points is requested by a User.
37. Where a user requests in advance an increase in the quantities of gas to be delivered from a Delivery Point, CGPJV will increase the quantity of gas to be delivered from that Delivery Point for so long as:
- (i) it does not impact on the receipt or delivery of gas for or on behalf of all other Users; and
  - (ii) the Line Pack supplied by the User does not fall below that Line Pack which CGPJV reasonably determines is the minimum Line Pack required to be supplied by the User, during that Day, for the pipeline.

For the purposes of this section, the increased quantity of gas so delivered then becomes the User's Nomination for the Delivery Point for that Day.

38. Where a User requests in advance a decrease in the quantity of gas to be delivered from a Delivery Point, CGPJV will decrease the quantity of gas to be delivered from that Delivery Point for so long as:
- (i) it does not impact on the receipt or delivery of gas for or on behalf of all other Users; and
  - (ii) the Line Pack does not exceed that Line Pack which CGPJV reasonably determines is the maximum Line Pack, on that Day, for the Pipeline.

For the purposes of this section, the decreased quantity of gas so delivered then becomes the User's Nomination for the Delivery Point for that Day.

39. If CGPJV and the User agree in advance to change the quantity of gas to be received at a Receipt Point from the Nomination, then for the purposes of this section, the quantity of gas received at the Receipt Point then becomes the Nomination for the Receipt Point for that Day.

40. A Daily Variance occurs when the quantity of gas:
- (a) delivered at any Delivery Point during a Day is different from the Nomination for that Delivery Point; or
  - (b) received at a Receipt Point during a Day is different from the Nomination for that Receipt Point

(excluding any portion of that variation that has been caused by CGPJV) by more than 10% of the MDQ for the User at that Delivery Point or Receipt Point.

41. The Daily Variance Quantity on any Day on which a Daily Variance occurs is the greater of:
- (a) the sum, for all Delivery Points of the User, of the absolute difference between the Nomination and the actual quantity of gas delivered to each Delivery Point for the Day; and

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- (b) the sum, for all Receipt Points of the User, of the absolute differences between the Nomination and the actual quantity of gas received at each Receipt Point for the Day.

Where a Daily Variance occurs, CGPJV may reduce the Nomination for the next Day by an amount up to the Daily Variance Quantity.

### **PART PERIODS**

- 42. Where a charge or fee is specified or determined by reference to a particular period but the period in respect of which the charge is or may be actually applicable is less than the particular period, the charge or fee will be pro-rated to reflect the actual period.

### **SCHEDULE D: CONNECTION OF METERING FACILITIES TO THE PIPELINE**

A Prospective User may, provided it has the relevant authorisations, and subject to the conditions set out below, construct and operate its own Metering Facilities downstream from a Delivery Station at any agreed location along the Pipeline.

#### **Delivery Station**

The following requirements apply in order to ensure that the integrity, safety and operability of CGPJV's system is not compromised:

- (a) The location of the Delivery Station and Metering Facilities will be agreed to by the Prospective User and CGPJV. CGPJV will only withhold its agreement to a location sought by a Prospective User on the basis of technical, operational or safety considerations.
- (b) CGPJV will construct the Delivery Station at the User's expense. The construction of the Delivery Station will be performed to CGPJV's usual standards and requirements including AS2885-1997 or any substituted standard.

#### **Metering Facilities**

In order to ensure that the integrity, safety and operability of CGPJV's system is not compromised, the Metering Facilities will be installed adjacent to and downstream of the Delivery Station in accordance with specifications reasonably approved by CGPJV.

#### **Cathodic Protection of Metering Facilities**

The Prospective User will design, install, and operate, any cathodic protection system required to protect its facilities. Such cathodic protection system must be installed in such a manner as to avoid any interference which may be detrimental to CGPJV's facilities and must be electrically isolated from CGPJV's facilities.

#### **Curtailement and Interruptions**

The Prospective User will be subject to load reduction arrangements as set out in Schedule C. The Prospective User must have facilities available to it to reduce or discontinue the withdrawal of gas if called upon to do so.

#### **Installation and Operation**

In the interests of safety and ensuring the integrity of CGPJV's facilities, a person who plans to connect gas transportation facilities in the vicinity of those owned by CGPJV, will cooperate with CGPJV to establish, in a timely manner, appropriate arrangements and procedures for the safe installation and operation of that person's facilities, and for the management of emergency situations involving CGPJV's or that person's facilities.

#### **Approvals and Indemnity**

Any person responsible for facilities connected to the Pipeline will provide CGPJV with evidence that it has fulfilled all applicable statutory requirements and that it holds all necessary permits and licences in relation to its facilities downstream of the Delivery Point. That evidence must be provided before the commencement of any Service to the Delivery Point.

That person will also indemnify CGPJV against any claim of liability in relation to or arising out of those facilities.

**SCHEDULE E: FORM OF REQUEST FOR SERVICE**

**1. PROSPECTIVE USER DETAIL:**

Name of Prospective User : .....  
ACN: .....  
ABN: .....  
Contact Officer: .....  
Title: .....  
Address: .....  
.....  
Telephone: .....  
Fax: .....  
Service Requested: .....

If requested service is not a Reference Service, then what conditions, different from those available under a Reference Service, are sought, and what are the special circumstances or conditions which give rise to that need?

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.....  
.....

Date for Commencement of Service: .....

Duration of Access Agreement sought: .....

**2. RECEIPT POINT INFORMATION:**

Receipt Point Location: .....  
Entity Responsible for Delivery of Gas to  
Receipt Point .....  
(if other than the Prospective User)  
ACN: .....  
Contact Officer: .....  
Title: .....  
Address: .....  
.....  
Telephone: .....  
Fax: .....

