



**ANGLO
COAL**



Mitsui Moura

INVESTMENT PTY LTD

A.B.N. 92 088 091 356

**ACCESS ARRANGEMENT
FOR THE
DAWSON VALLEY PIPELINE**

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Section 1- Introduction

This Access Arrangement is established pursuant to the Gas Pipelines Access Law (in particular, section 2.2 of the Code).

This Access Arrangement contains the Services Policy, Tariffs and Other Charges, Reference Tariff Policy, Trading Policy, Queuing Policy, Extensions/Expansions Policy and Capacity Management Policy for the DVP.

The DVP is owned by the Dawson Joint Venture (Anglo Coal (Dawson) Limited (51%) and Mitsui Moura Investment Pty Ltd (49%)). Anglo Coal (Dawson Management) Pty Ltd is the operator of the DVP. This Access Arrangement imposes all obligations on Anglo Coal (Dawson Management) Pty Ltd.

Section 2 - Overview

This Access Arrangement is set out as follows:

- Section 3 - Services Policy** describes the Services offered under this Access Arrangement.
- Section 4 - Tariffs and Other Charges** describes the Reference Tariff applicable to the Reference Service.
- Section 5 - Reference Tariff Policy** describes the principles used to determine the Reference Tariff and additional matters regarding New Facilities Investment, Redundant Capital and Incentive Mechanisms.
- Section 6 - Trading Policy** provides for a fair transfer of a User's Contracted Capacity, transfer or assignment with consent and change of Receipt and Delivery Points.
- Section 7 - Queuing Policy** describes the order in which Access Requests will be determined.
- Section 8 - Extensions/Expansions Policy** describes the manner in which extensions or expansions to the DVP will be dealt with.
- Section 9 - Capacity Management Policy** specifies whether the DVP is a Contract Carriage Pipeline or a Market Carriage Pipeline for the purposes of the Code.
- Section 10 - Term and Review of the Access Arrangement** sets out the commencement date of this Access Arrangement, the Revisions Submission Date and the Revisions Commencement Date.

SCHEDULES

Schedule 1 – Definitions

Schedule 2 – Standard Terms and Conditions applying to all Services

Schedule 3 – Service Schedule

Section 3 - Services Policy

Anglo Coal's Service Policy consists of a Reference Service and a Negotiated Service as follows:

- **Reference Service** — firm forward haul service from any agreed Receipt Point to any agreed Delivery Point on the DVP with tariffs charged on the basis of reserved Contracted Capacity (expressed in \$ per GJ of MDQ/day); or
- **Negotiated Service** — an agreement for a Service negotiated between the Parties to meet the needs of a User which differ from the needs met in the Reference Service.

3.1 Reference Service

General

Anglo Coal will receive Natural Gas for a User at the specified Receipt Point, transport it through the DVP and deliver an equivalent quantity of Natural Gas at the specified Delivery Point.

MHQ, MDQ and ACQ

Users will be required to establish a level of MHQ which fairly reflects their maximum hourly requirement at each Delivery Point, and to establish for each Receipt Point and Delivery Point a level of MDQ and ACQ which fairly reflects their needs. Normally, MHQ will be no greater than $MDQ \div 24 \times 1.2$.

Anglo Coal is not obliged to deliver Natural Gas for a User which is greater than MHQ in any hour, MDQ on any Day and ACQ over a Contract Year.

Overruns

An Overrun will have occurred if the delivery or withdrawal of Natural Gas by the User at a Delivery Point exceeds the MHQ in any hour or the MDQ on any Day. Overruns may be authorised or unauthorised as further specified in Section 4.

Term

The Term of a Reference Service will be one year or such longer period as the User elects at the time of entering into the Service Agreement.

Charges Applicable to the Reference Service

The Reference Tariff and other charges for the Reference Service are set out in Section 4.

3.2 Terms and Conditions of Service

The General Terms and Conditions in Schedule 2 shall apply to each Service Agreement, except as may otherwise be agreed between Anglo Coal and a User.

3.3 Negotiated Service

Where a Prospective User has specific needs which differ from those which would be satisfied by a Reference Service, the Prospective User may seek to negotiate different terms and conditions as a Negotiated Service. Such different terms and conditions may include transportation charges based on payment for capacity reservation and throughput.

3.4 Disputes between a Prospective User and Anglo Coal

Should a dispute arise between a Prospective User and Anglo Coal, it will be resolved in accordance with the dispute resolution procedures in the Gas Pipeline Access Law and the Code, unless the Parties agree otherwise.

Section 4 - Tariffs and Other Charges

4.1 Description of Reference Tariff

The Reference Tariff for the Reference Service for the year ending 30 June 2008 is:

Year ending 30 June	Tariff in \$/GJ of MDQ/day (excluding GST)	Tariff in \$/GJ of MDQ/day (including GST)
2008	0.329	0.362

The Reference Tariff for each of the remaining years of the Access Arrangement Period will be determined in accordance with the formula set out below.

On 1 July 2008 and on 1 July each year thereafter, the Reference Tariff will be adjusted as follows:

$$RT_n = RT_{n-1} \times \left\{ 1 + \left[\left(\frac{CPI_{n-1} - CPI_{n-2}}{CPI_{n-2}} \right) \times (1 - X) \right] \right\} \text{ where:}$$

CPI means the Consumer Price Index (All Groups - Weighted Average Eight Capital Cities) published quarterly by the Australian Statistician. If the Australian Statistician ceases to publish the quarterly value of that Index, then CPI means the quarterly values of another Index which Anglo Coal reasonably determines most closely approximates that Index.

CPI_{n-1} means the value of the CPI for the March quarter in year_{n-1}

CPI_{n-2} means the value of the CPI for the March quarter in year_{n-2}

RT_n means the Reference Tariff in year_n

RT_{n-1} means the Reference Tariff in year_{n-1}

X means 0.00

4.2 Term of Service Agreement extending beyond Revisions Commencement Date

Where the Term of a Service Agreement extends beyond the Revisions Commencement Date, the tariffs payable under the Service Agreement will be the Reference Tariff then payable for a comparable Service, or as may otherwise be agreed between the Parties.

4.3 Overrun Charges – Authorised Overruns

The User may nominate an Overrun Quantity.

Anglo Coal will confirm to the User whether all, part or none of the User's nominated Overrun is accepted.

Where Anglo Coal agrees to an Authorised Overrun, the User may be required to pay an Authorised Overrun Charge, calculated as the Authorised Overrun Quantity multiplied by the Authorised Overrun Rate.

4.4 Overrun Charges – Unauthorised Overruns

Where there is an Unauthorised Overrun, the User may be required to pay an Unauthorised Overrun Charge calculated by multiplying the Unauthorised Overrun Quantity by the Unauthorised Overrun Rate.

4.5 Daily Variance Charges

A Daily Variance will occur when the quantity of Natural Gas:

- (a) delivered to or for the account of the User at a Delivery Point during a Day is different from the Nomination for that Delivery Point; or
- (b) received from or on behalf of the User at a Receipt Point during a Day is different from the Nomination for that Receipt Point,

by more than 10% of the Delivery Point MDQ or the Receipt Point MDQ respectively (excluding any portion of that variation that has been caused by Anglo Coal).

For any Day in excess of:

- (a) 4 Days in the Month; or
- (b) 24 Days in a Contract Year,

in which a Daily Variance occurs, Anglo Coal may require the User to pay a Daily Variance Charge calculated by multiplying the Daily Variance Quantity by the Daily Variance Rate.

4.6 Charges in respect of Receipt or Delivery Points

Anglo Coal is entitled to recover from a User or group of Users:

- (a) the reasonable cost of constructing capital improvements for Receipt or Delivery Points for the DVP (which will remain the property of the Dawson Joint Venture) specifically required to deliver Natural Gas to or receive Natural Gas from that User or group of Users, including the construction of Receipt or Delivery Points; and
- (b) the reasonable cost of operating and maintaining those capital improvements.

4.7 General

Any charge payable by a User in respect of an Overrun Quantity, Daily Variance or capital improvement is payable in addition to, and not in substitution for, the Reference Tariff or any other charge payable by the User and does not affect the MDQ specified in the Service Agreement.

4.8 Specified Event

A change in the rate or amount of any new or existing Impost during the Access Arrangement Period where the change is material is a Specified Event for the purposes of section 8.3B of the Code.

If there is a change in the rate or amount of any new or existing Impost during the Access Arrangement Period and the change is material, Anglo Coal may adjust the Reference Tariff to :

(a) recover from the User any increase payable by Anglo Coal as a result of any such variation; or

(b) refund to the User any reduction in the amount of such Impost,

(as the case may be) on a pro-rata basis as between the User and all other Users in accordance with each User's ACQ.

4.9 Notice of Specified Event

For each year of the Access Arrangement Period, Anglo Coal must provide written notice to the Regulator that a Specified Event has either occurred or not occurred. If a Specified Event has occurred, Anglo Coal must notify the Regulator of the following:

(a) the financial impact of the Specified Event;

(b) how the proposed variation is consistent with the Trigger Event Adjustment mechanism;

(c) the proposed variation to the Reference Tariff; and

(d) an effective date for the variation.

The notification must also include all relevant supporting information to substantiate Anglo Coal's proposal.

Anglo Coal must submit only one pass through notice a year, which must be submitted at least 50 business days prior to 30 June. This notice may incorporate a number of pass through claims or may specify that none of the Specified Events defined in the Reference Tariff Policy have occurred.

4.10 Notice of proposed revised Reference Tariff in accordance with the Reference Tariff formula

Anglo Coal must provide a notice to the Regulator of its proposed revised Reference Tariff in accordance with the Reference Tariff formula at least 30 business days prior to 30 June for each year of the Access Arrangement Period.

The notice must specify that the proposed variations to the Reference Tariff apply from 1 July of the relevant year.

The Regulator will assess the proposed Reference Tariff provided by Anglo Cola and will determine if it complies with the relevant CPI-X formula.

4.11 Procedure in respect of variation of Reference Tariff upon occurrence of a Specified Event or in accordance with the Reference Tariff formula

In the period before 10 business days prior to 1 July (the **assessment period**), the Regulator may request additional information if it considers that such information will assist its assessment. This will extend the relevant assessment period by the number of days commencing on the day on which the Regulator gave notice to Anglo Coal and ending on the day on which Anglo Coal submits the required information.

The Regulator will provide its decision at least 10 business days before 1 July of each year of the Access Arrangement Period.

If the Regulator does not provide a decision at least 10 business days before 1 July, the Regulator will be taken to have approved the revised Reference Tariff, which will come into effect on 1 July of the relevant year.

The Regulator may grant an extension of any of the time periods associated with this process on application by Anglo Coal.

Section 5 - Reference Tariff Policy

The Reference Tariff has been derived through a cost of service methodology which is designed to permit Anglo Coal to recover revenue to cover the efficient costs of the DVP over the expected life of the assets, and to provide an incentive to Anglo Coal through permitting it to retain the benefit of greater than forecast volumes and lower than forecast costs.

The Reference Tariff is structured on a postage stamp basis reflecting the short length of the DVP and the desire to have a simple and transparent pricing approach.

The Reference Tariff may be varied during the Access Arrangement Period through the application of a combination of the Price Path, Reference Tariff Control Formula and Trigger Event Adjustment Approaches.

Anglo Coal may undertake New Facilities Investment that does not satisfy the requirements of section 8.16 of the Code and may include in the Capital Base that part of the New Facilities Investment which does satisfy section 8.16.¹

An amount in respect of the balance after deducting the Recoverable Portion of New Facilities Investment may subsequently be added to the Capital Base if at any time the type and volume of Services attributable to the New Facility change such that any part of the Speculative Investment Fund would then satisfy the requirements of the Code for inclusion in the Capital Base.²

For the purposes of calculating the Capital Base at the commencement of the subsequent Access Arrangement Period, where the actual cost of New Facilities differs from the forecast New Facilities Investment on which the Capital Base was determined, any New Facilities Investment will be included at actual cost.

The Capital Base at the commencement of the subsequent Access Arrangement Period will be the Capital Base at the start of the current Access Arrangement Period adjusted to reflect forecast depreciation and actual rather than forecast New Facilities Investment, Redundant Capital and inflation as measured by the annual CPI.

With effect from the commencement of the next Access Arrangement Period, the Regulator may remove an amount from the Capital Base for the DVP so as to:

- (a) ensure that assets which cease to contribute in any way to the delivery of Services are not reflected in the Capital Base; and
- (b) share costs associated with a decline in the volume of sales of Services provided by means of the DVP between Anglo Coal and Users.³

The Incentive Mechanism used in calculating the Reference Tariffs is as follows:

¹ Section 8.18 of the Code

² Section 8.19 of the Code

³ This reflects the provisions of section 8.27 of the Code dealing with redundant capital.

- The level of the Reference Tariff has been determined to enable Anglo Coal to develop the market for the Reference Service and other Services.⁴
- The prospect of Anglo Coal retaining improved returns from the DVP for the period to 30 June 2016 provides an incentive to Anglo Coal to increase the volume of sales and to minimise the overall cost of providing Services consistent with Sections 8.44 to 8.46 of the Code. This includes non-capital costs and stay in business capital.
- In determining the Reference Tariff after the Revisions Commencement Date, Anglo Coal will ensure that Users and Prospective Users will benefit from increased efficiencies achieved by Anglo Coal up to that date.

⁴ Section 8.1(f) of the Code provides that one of the objectives that the Reference Tariff and the Reference Tariff Policy should be designed to achieve is 'providing an incentive to the Service Provider to reduce costs and to develop the market for Reference and other Services'.

Section 6 - Trading Policy

Bare Transfer

A User may make a Bare Transfer without the consent of Anglo Coal provided that prior to utilising the transferred or assigned capacity the subject of the Bare Transfer, the User notifies Anglo Coal of the identity of the transferee and the portion of Contracted Capacity subject to the Bare Transfer and of the nature of the Contracted Capacity subject to the Bare Transfer.

Transfer of Contracted Capacity

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 Anglo Coal, which consent will only be withheld on reasonable commercial or technical grounds and which consent may be given subject to conditions which are reasonable on commercial and technical grounds.

Reasonable grounds for a rejection of a request to transfer Contracted Capacity include:

- (a) a failure of the transferee to satisfy Anglo Coal of its credit worthiness; and
- (b) if acceptance of the request would have a material adverse impact upon Anglo Coal's revenue stream.

Change of Receipt or Delivery Point

A User may only change a Receipt Point or a Delivery Point specified in a contract for a Reference Service with the prior written consent of Anglo Coal, which consent will only be withheld on reasonable commercial or technical grounds and which consent may be given subject to conditions which are reasonable on commercial and technical grounds.

Reasonable grounds for a rejection of a request to change a Receipt or Delivery Point include:

- (a) where a reduction in the amount of the Service provided to the original Delivery Point will not result in a corresponding increase in Anglo Coal's ability to provide that Service to the alternative Delivery Point; and
- (b) if acceptance of the request would have a material adverse impact upon Anglo Coal's revenue stream.

Section 7 - Queuing Policy

Access Requests are to have priority determined by the order of time in which they are received by Anglo Coal. Anglo Coal will advise a Prospective User of its place in the queue:

- (a) at the time its Access Request is placed in the queue;
- (b) within 10 business days, if its place in the queue changes; and
- (c) at any time upon request by the Prospective User.

Anglo Coal will deal with an Access Request within 20 business days of its receipt. This timeframe can be extended by agreement between Anglo Coal and the Prospective User.

Anglo Coal may deal with Access Requests out of order provided that the Access Requests which were first in time are not ultimately disadvantaged. If an Access Request is rejected, that Access Request's priority is lost.

An Access Request will only be rejected on reasonable commercial or technical grounds. Reasonable grounds for rejecting an Access Request include:

- (a) a failure of the transferee to satisfy Anglo Coal of its credit worthiness; and
- (b) if acceptance of the request would have a material adverse impact upon Anglo Coal's revenue stream.

An Access Request may be withdrawn at any stage prior to its acceptance by Anglo Coal.

Section 8 - Extensions/Expansions Policy

Extension

In the event that Anglo Coal undertakes a geographic extension to the DVP, the extension will be Covered and will be subject to this Access Arrangement, unless the Regulator agrees that the extension should not be Covered.

Where the extension is Covered, access to Services provided through that extension will be provided as a Negotiated Service at a negotiated tariff.

Expansion

In the event that Anglo Coal expands the capacity of the DVP above current capacity, the expansion will, at the time it comes into operation, be Covered and will be subject to this Access Arrangement, unless the Regulator agrees that the expansion should not be covered.

Where an expansion is Covered and subject to this Access Arrangement, access to that expanded capacity will be offered at the Reference Tariff.

Notification to Regulator

Anglo Coal will notify the Regulator of the commencement of Services provided through an extension to or expansion of the DVP within 30 business days of the commencement of those Services.

Section 9 - Capacity Management Policy

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

Section 10 - Term and Review of the Access Arrangement

Commencement Date

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

Revisions Submission Date

Revisions to this Access Arrangement will be submitted no later than:

- (a) 30 September 2015; or
- (b) within three months of an increase in throughput in excess of 25% of the demand forecast as provided in the Access Arrangement Information, such change to be calculated by reference to annual throughput, unless Anglo Coal can show to the reasonable satisfaction of the Regulator that the demand variation is likely to be temporary in nature and that the demand forecast as provided in the Access Arrangement Information still represents the most likely outcome.

Revisions Commencement Date

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

- (a) the date being nine months after the Revisions Submission Date; or
- (b) the date on which the approval by the Regulator of the revisions to the Access Arrangement takes effect under the Code.

Schedule 1 - Definitions

Terms used in this Access Arrangement which are defined in the Code have the meaning given to those terms in the Code as at the date of commencement of this Access Arrangement, unless otherwise defined below in this Schedule 1. The terms defined in the Code and not in this Schedule 1 include 'User', 'Prospective User', 'Bare Transfer', 'Contracted Capacity', 'Capital Base', 'New Facilities Investment', 'New Facility' and 'Speculative Investment Fund'.

Alternative Receipt Point means an alternative Receipt Point nominated by a User under Section 4.

Access Request means a request by a Prospective User for a Reference Service or Negotiated Service.

Anglo Coal means Anglo Coal (Dawson Management) Pty Ltd or such other Anglo company which acts as operator for the DVP from time to time.

Annual Contract Quantity or **ACQ** means the quantity agreed between Anglo Coal and the User as the maximum quantity of Natural Gas which Anglo Coal agrees to receive, transport and deliver for and on behalf of the User each Contract Year.

Authorised Overrun means an Overrun approved by Anglo Coal by notice in writing before the Overrun occurs.

Authorised Overrun Charge has the meaning given in Section 4.

Authorised Overrun Rate means 120% of the Reference Tariff.

Business Day means any Day on which major banks are open for trading in Brisbane.

Code means the National Third Party Access Code for Natural Gas Pipeline Systems.

Commencement Date means the date referred to in Section 10.

Contract Year means the period commencing at 8.00am on the commencement date of a Service Agreement and ending at 8.00am on the anniversary of that date, and thereafter each successive period of 12 consecutive months commencing at 8.00am on each anniversary of the commencement date until the final Contract Year which will end at 8.00 a.m. on the Day which is the end of the term of that Service Agreement.

Daily Variance and **Daily Variance Charge** have the meanings given in Section 4.

Daily Variance Quantity means, on any Day on which a Daily Variance occurs, the greater of:

- (a) the sum, for all Delivery Points, of the absolute differences between the Nomination and the actual quantity of Natural Gas delivered to or for the account of the User at each Delivery Point for the Day; and
- (b) the sum, for all Receipt Points, of the absolute differences between the Nomination and the actual quantity of Natural Gas received from or on behalf of the User at each Receipt Point for the Day,

(excluding any portion of that quantity which has been caused by Anglo Coal).

Daily Variance Rate means 20% of the aggregate Reference Tariff payable by the User for all Natural Gas on the Day on which the Daily Variance occurred.

Dawson Joint Venture means Anglo Coal (Dawson) Limited (51%) and Mitsui Moura Investment Pty Ltd (49%) in joint venture.

Day means a period of 24 consecutive hours beginning at 8.00am on a day and ending at 8.00am on the following day.

Delivery Point means a point on the DVP at which Natural Gas is delivered from the DVP to or for the account of any User.

Delivery Point MDQ means the MDQ for the User at the Delivery Point. Where Natural Gas is to be delivered to only one Delivery Point under a Service Agreement, the User's MDQ will be taken to be the Delivery Point MDQ.

DVP means the Dawson Valley Pipeline described in Pipeline Licence No. 26 (PPL 26) under the *Petroleum Act 1923* (Qld) and includes any extension or expansion which forms part of the DVP as provided in the Extensions/Expansions Policy.

Force Majeure means any event or circumstance not within the reasonable control of a Party and which by the exercise of due diligence, that Party is not reasonably able to prevent or overcome, including without limiting the generality of the nature of those events or circumstances any of the following events or circumstances:

- (a) acts of God including without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;
- (b) strikes, lockouts, bans or other industrial disturbances;
- (c) native title or cultural heritage claim;
- (d) acts of an enemy, terrorist acts, wars, blockades or insurrections, riots and civil disturbances, arrests and restraint of rulers and peoples;
- (e) fire and explosion including radioactive and toxic explosions;
- (f) epidemic or quarantine;
- (g) order of any court or tribunal or the order, act, or omission or failure to act of any government or governmental authority having jurisdiction, failure to obtain any necessary governmental consent or approval; or
- (h) accident, breakages or accident to plant, machinery or pipelines, the necessity for making repairs and/or alterations in plant, machinery or pipelines, freezing of wells or pipelines.

Gas Pipelines Access Law means Schedule 1 to the *Gas Pipelines Access (South Australia) Act 1997* (SA) and the Code.

Imbalance means the difference between the quantity of Natural Gas received by Anglo Coal at the Receipt Point for the User's account and the quantity of Natural Gas taken by or on account of the User at the Delivery Point for a Month.

Impost means any royalty (whether based on value, profit or otherwise), tax (other than a tax in the nature of an income tax or a goods and services tax or a capital gains tax), duty, excise, levy, fee, rate or charge imposed on or payable by Anglo Coal or the Dawson Joint Venture from time to time during the term of this Access Arrangement by or to any government or any governmental, semi-governmental or other body authorised by law in relation to:

- (a) the DVP (or any of its components);
- (b) the operation of the DVP; or
- (c) the provision of services by Anglo Coal to Users.

Linepack means the quantity of Natural Gas in the DVP reasonably needed for the physical operation of the DVP.

Maximum Allowable Operating Pressure or **MAOP** means the maximum pipeline pressure at which the DVP could operate.

Maximum Daily Quantity or **MDQ** means the maximum quantity of Natural Gas (in GJ) which Anglo Coal 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 Natural Gas (in GJ) which Anglo Coal 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 Natural 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.

Month means a calendar month.

Natural Gas means gas which complies with clause 9.1 of Schedule 2.

Negotiated Service means a service for the transportation of Natural Gas on terms and conditions different to those of a Reference Service.

Nomination means a schedule provided by the User showing, for each Day of a specified period:

- (a) the quantities of Natural Gas in GJ intended to be received at the Receipt Point from or on behalf of the User under the User's Service Agreement; and
- (b) the quantities of Natural Gas in GJ required to be delivered at the Delivery Point to or for the account of the User under the User's Service Agreement,

and Nominated shall have a corresponding meaning.

Operations Manual means Anglo Coal's Operating and Maintenance Manual for the DVP.

Overrun means the delivery or withdrawal by the User of a quantity of Natural Gas from the DVP in excess of the MHQ in any hour or in excess of the MDQ on any Day (as the case may be) and **Overrun Quantity** means that excess quantity of Natural Gas.

Party means either Anglo Coal or a User as the context may require and **Parties** means both Anglo Coal and the User.

Receipt Point means the point on the DVP at which Natural Gas is received or deemed to be received from or on account of a User under a Service Agreement, as specified in a Service Schedule.

Receipt Point MDQ means the MDQ for that Receipt Point.

Reference Service means the firm forward haul service described in section 3.

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

Revisions Commencement Date has the meaning given in clause 10.3.

Revisions Submission Date has the meaning given in clause 10.2.

Service means a service provided by Anglo Coal in relation to the DVP (including, but not limited to, the Reference Service).

Service Schedule means an executed document substantially in the form set out in Schedule 3 to the Access Arrangement.

Service Agreement means an Agreement between Anglo Coal and a User for a Reference Service or a Negotiated Service.

System Use Gas means a User's share of the quantity of Natural Gas for the efficient operation of the DVP, including:

- (a) Natural Gas used as fuel for compressors and other equipment and facilities installed as part of the DVP; and
- (b) Natural Gas lost or unaccounted for in connection with the operation of the DVP, including as a result of any limitations on the accuracy of metering equipment,

but excluding Linepack.

Term means, unless otherwise agreed, the period specified in the Service Agreement for the provision of a Service to a Delivery Point.

Unauthorised Overrun means an Overrun which is not approved by Anglo Coal by notice in writing before it occurs as referred to Section 4.

Unauthorised Overrun Charge has the meaning given in Section 4.

Unauthorised Overrun Rate means 200% of the Reference Tariff.

Schedule 2 - Standard Terms And Conditions Applying To All Services

1. Definitions and Interpretation

1.1 Definitions

Terms defined in Schedule 1 of this Access Arrangement have the corresponding meaning in these Standard Terms and Conditions.

1.2 Interpretation

Except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, these Standard Terms and Conditions;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Queensland, Australia time;
- (f) a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of these Standard Terms and Conditions or any part of them.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Standard Terms and Conditions

2.1 Nature of Standard Terms and Conditions

These Standard Terms and Conditions shall govern each Service Agreement entered into between Anglo Coal and a User, except as may otherwise be agreed between the Parties.

2.2 Relationship of parties

The entry by the Parties into a Service Agreement will not constitute a partnership, joint venture or alliance between the Parties.

3. DVP Operations

3.1 System Use Gas

- (a) The User must provide, at no cost to Anglo Coal, any System Use Gas necessary for Anglo Coal to provide a Service to the User under the Service Agreement, which may be an amount of Natural Gas of up to 1.5% of the User's MDQ, as notified by Anglo Coal to the User from time to time.
- (b) System Use Gas provided by a User in accordance with clause 3.1(a) shall be owned and used by Anglo Coal for the operation of the DVP and shall not form part of a User's Nominations under clause 4.

3.2 Linepack

- (a) Anglo Coal must acquire and maintain Linepack.
- (b) Anglo Coal will own the Linepack.

3.3 Operational Flow Orders

Without prejudice to any other rights and obligations of the Parties under a Service Agreement, Anglo Coal shall have the right to issue an order to a User to require the User to alter its receipts and deliveries of Natural Gas when in Anglo Coal's reasonable judgement, expected receipts and deliveries of Natural Gas from or to the User will:

- (a) cause adverse operating conditions on the DVP;
- (b) not accommodate capacity limitations resulting from events or circumstances which endanger the safety or integrity of the DVP, including the need to perform unscheduled maintenance and/or repairs;
- (c) adversely affect Anglo Coal's ability to meet its other Service commitments; or
- (d) adversely affect Imbalances under the User's Service Agreement.

3.4 Priority of Operational Flow Orders

Anglo Coal shall use its reasonable endeavours to first apply Operational Flow Orders to those Users, if any, whose actions or omissions have resulted in the need for the Operational Flow Orders.

3.5 Timing for an Operational Flow Order

- (a) Anglo Coal shall provide a written copy of the Operational Flow Order to the User within a reasonable time prior to the effective commencement of an Operational Flow Order based on the circumstances in which an Operational Flow Order is issued.
- (b) On or before the effective commencement of an Operational Flow Order, the User must use its reasonable endeavours to take the actions requested by Anglo Coal in the Operational Flow Order.

3.6 Contents of an Operational Flow Order

Each Operational Flow Order shall contain the following information:

- (a) time and date of issue;
- (b) time that the Operational Flow Order is to become effective;
- (c) duration of the Operational Flow Order (if none is specified, the Operational Flow Order will remain in effect until further notice);
- (d) a description of the area of the DVP for which the operational Flow Order is in effect;
- (e) the specific actions required of the User at the Receipt or Delivery Points in order to comply with the Operational Flow Order;
- (f) the reasons for issuing the Operational Flow Order; and
- (g) any other information relevant to the Operational Flow Order.

3.7 Consequences of non-compliance with an Operational Flow Order

Without limiting any other rights that Anglo Coal may have (whether under a Service Agreement, the Code, the Access Arrangement or at law), if a User fails to use its reasonable endeavours to comply with an Operational Flow Order, then Anglo Coal may charge the User an Unauthorised Overrun Charge for that quantity of Natural Gas by which the User deviates from the requirements of the Operational Flow Order.

4. Nominations

4.1 Nominations

- (a) Not less than ten (10) days prior to the commencement of each Month, the User must provide Anglo Coal with its indicative Nominations for each Day during that Month.
- (b) Prior to 12:00 noon on each Friday during a Month, the User must provide Anglo Coal a revised Nomination for each Day of the forthcoming week, commencing at 8:00am on the following Monday.

4.2 Indicative confirmation by Anglo Coal

No later than 4:00pm on each Friday during a Month, Anglo Coal will provide an indicative confirmation of the quantity of Natural Gas that Anglo Coal is prepared to transport for the User from the Receipt Point to the Delivery Point for each Day of the forthcoming week, commencing at 8:00am on the following Monday.

4.3 Variation of Nomination by notice

Not less than 24 hours prior to the Day on which the User requires Natural Gas to be delivered to the Delivery Point, the User may notify Anglo Coal that it wishes to vary its Nomination for that Day, including nominating an Overrun.

4.4 Confirmation of Nominations by Anglo Coal

Not later than 12:00 noon on the Day which is one (1) Day prior to the Day of delivery, Anglo Coal will confirm the quantity of Natural Gas that Anglo Coal is prepared to transport on the DVP for the User on the relevant Day of delivery.

5. Anglo Coal's Obligation to transport Natural Gas

- (a) Subject to clause 5(b), Anglo Coal will on each Day transport the Nominated quantity of Natural Gas from the Receipt Point and deliver an equivalent quantity of Natural Gas to the User at the Delivery Point as confirmed by Anglo Coal under clause 4.4.
- (b) Notwithstanding anything to the contrary contained in the Access Arrangement or a Service Agreement, Anglo Coal is not obliged to receive from the User at the Receipt Point, or deliver to the User at the Delivery Point:
 - (i) on any Day, a quantity of Natural Gas that is in excess of the MDQ; or
 - (ii) for any hour during a Day, a quantity of Natural Gas that is in excess of the MHQ.
- (c) Overruns are dealt with in Section 4 of the Access Arrangement.
- (d) Anglo Coal may, by an agreement in writing with a User, vary the User's MDQ.
- (e) Unless otherwise stated in a Nomination which has been confirmed by Anglo Coal in accordance with clause 4.4, Natural Gas must be flowed through a User's Receipt Point at an even rate throughout the Day.

6. Alternative Receipt Points and Delivery Points

- (a) The User may, by notice in writing to Anglo Coal, request an Alternative Receipt Point or Alternative Delivery Point.
- (b) Anglo Coal shall receive or deliver Natural Gas at an Alternative Receipt Point or Alternative Delivery Point (as the case may be), subject to:

- (i) availability of spare capacity at the Alternative Receipt Point or Alternative Delivery Point (as the case may be) which is not contracted to another User;
- (ii) the User providing as much written notice as is reasonably possible to Anglo Coal on the requested change to the Alternative Receipt Point or Alternative Delivery Point;
- (iii) the User paying for the actual total cost of constructing capital improvements for inlet and outlet facilities for the DVP (which at all times will remain the property of the Dawson Joint Venture) specifically required to receive Natural Gas from or deliver Natural Gas to the User at the Alternative Receipt Point or Alternative Delivery Point, including the construction of receipt points, delivery points, regulation and metering facilities;
- (iv) the User paying for the reasonable cost of operating and maintaining the capital improvements referred to in clause 6(b)(iii);
- (v) Anglo Coal obtaining, at the User's expense, all necessary approvals, permits, licences, clearances, equipment and materials required to construct and commission capital improvements required to give effect to the requested change to the Alternative Receipt Point or Alternative Delivery Point; and
- (vi) the User agreeing to such reasonable commercial and technical conditions as Anglo Coal may require.

7. Imbalances

7.1 User must control Imbalances

The User will be responsible to control and, if necessary, adjust its Nominations and vary receipts and deliveries of Natural Gas to maintain a balance between the User's receipts and deliveries of Natural Gas on the DVP.

7.2 Anglo Coal may intervene to correct an Imbalance

- (a) If an Imbalance exists on the last Day of a Month, the User must endeavour to correct the Imbalance during the immediately subsequent Month by making adjustments in its Nominations for that Month.
- (b) If the User fails to take the corrective action required by clause 7.2(a), Anglo Coal may adjust the User's receipts and deliveries of Natural Gas during that subsequent Month to correct that continuing Imbalance.

7.3 Allocations between multiple Users

Anglo Coal will determine allocations between multiple Users in accordance with an agreed methodology.

8. Control and title to gas

8.1 Control and possession

- (a) The User is deemed to be in control and possession of the Natural Gas prior to its supply to Anglo Coal at the Receipt Point and after the delivery of Natural Gas by Anglo Coal to the Delivery Point.
- (b) Anglo Coal is deemed to be in control and possession of the Natural Gas (without owning the Natural Gas) following receipt of the Natural Gas by Anglo Coal from the User at the Receipt Point and prior to delivery of the Natural Gas to the User at the Delivery Point.

8.2 Co-mingling of gas

Natural Gas received by Anglo Coal from the User at the Receipt Point may be co-mingled with other Natural Gas in the DVP. Subject to Anglo Coal's obligation to deliver at the Delivery Point an equivalent quantity of Natural Gas received at the Receipt Point, Anglo Coal is entitled to co-mingle Natural Gas received by it from all Users and to deliver different molecules of Natural Gas to a particular User.

8.3 Title to gas

- (a) The User warrants that:
 - (i) at the time of supply of Natural Gas to Anglo Coal at the Receipt Point the Natural Gas is free of any encumbrance; and
 - (ii) it has good title to, and the right to supply that Natural Gas at the Receipt Point for transportation by Anglo Coal under the Service Agreement.
- (b) Title to Natural Gas received by Anglo Coal at the Receipt Point does not pass to Anglo Coal.

9. Gas quality

9.1 Required Natural Gas quality

The User must ensure that Natural Gas received by Anglo Coal from the User at the Receipt Point complies with the specifications set out in AS 4564 ('Specification for general purpose natural gas') (2005), as required by section 8 of the *Petroleum and Gas (Production and Safety) Regulations 2004* (Qld), or any alternative specification in force under section 620 of the *Petroleum and Gas (Production and Safety) Act 2004* (Qld).

9.2 Off-specification gas

- (a) If Natural Gas received at the Receipt Point does not comply with the requirements of clause 9.1 then, without limiting any other rights that Anglo Coal may have (whether under a Service Agreement, the Code, the Access Arrangement or at law), Anglo Coal may suspend (completely or partially):
 - (i) further receipts of Natural Gas from the User at the Receipt Point; and

- (ii) further deliveries of an equivalent quantity of Natural Gas to the Delivery Point,

until such time Anglo Coal is reasonably satisfied that the Natural Gas to be received under a Service Agreement from the Receipt Point complies with the requirements of clause 9.1.

- (b) Without limiting the factors that Anglo Coal may consider in determining whether to suspend the receipt or delivery of Natural Gas in accordance with clause 9.2(a), Anglo Coal may take into account factors such as:
 - (i) the effect (if any) the non-specification gas may have on other Users;
 - (ii) Anglo Coal's own obligations under applicable law; and
 - (iii) the safety and operational integrity of the DVP.

10. Gas pressure

10.1 Receipt Point pressure

The User must supply Natural Gas to Anglo Coal at the Receipt Point at the pressure notified by Anglo Coal from time to time (but, in no event shall the User supply Natural Gas to Anglo Coal at the Receipt Point at a pressure greater than the maximum allowable operating pressure for the DVP specified in the Operations Manual).

10.2 Delivery Point pressure

Anglo Coal will deliver Natural Gas to the User at the Receipt Point at a sufficient pressure for the Natural Gas to exit from the DVP at the Delivery Point.

10.3 MAOP

The current MAOP of the DVP is limited to approximately 11.5-12 MPag. The MAOP is constrained by the design pressure of the discharge pulsation bottles and the design pressure of the discharge coolers on the existing compressors at both the Dawson and Moura compression stations. Both the discharge pulsation bottles and the discharge coolers have a design pressure of 12750 kPag. To operate the DVP at 14.6 MPag, both the compressors and the TEG units would need to be replaced.

11. Metering

11.1 Metering

- (a) Receipts of Natural Gas for the User at the Receipt Point and deliveries of Natural Gas to the User at the Delivery Point will be measured by Anglo Coal in accordance with this clause 11.1.
- (b) Where Metering Facilities exist, quantities of Natural Gas received for the User at the Receipt Point and delivered to the User at the Delivery Point will be recorded

and sent to Anglo Coal's premises daily and will be accessible by Anglo Coal, the User and other persons permitted by the User.

- (c) If no Metering Facilities exist at the Receipt Point or the Delivery Point or the Metering Facilities fail to operate properly (as the case may be), the quantity of Natural Gas received at the Receipt Point or withdrawn at the Delivery Point will be determined by agreement between the Parties or, failing agreement, by successively using a check meter, calculating the percentage error through calibration or calculation and varying the quantity by one half of the error, or by a deeming method (at Anglo Coal's discretion).
- (d) The quantity of Natural Gas delivered at the Delivery Point will be the product of the volume and the average of the heating value measured for the DVP for that Day.
- (e) If a calibration of Metering Facilities occurs, the Party requesting the calibration must pay for the cost of calibration if the Metering Facilities are found to be substantially accurate.
- (f) Anglo Coal will test the Metering Facilities more frequently than once every Contract Year upon request by a User. The reasonable costs of any testing of the Metering Facilities requested by the User are to be paid by the User unless the facilities are found to be faulty in which event Anglo Coal will pay the costs of testing.

11.2 Records

- (a) At least once every Contract Year (and at least once within 12 months after termination of a Service Agreement), the User will be allowed to inspect and audit metering records collected and maintained by Anglo Coal under clause 11.1.
- (b) Each Party must bear its own costs of any such inspection or audit carried out under clause 11.2(a).

12. Tariffs and charges

Subject to clause 13, tariffs and charges payable by the User for Services provided by Anglo Coal are as specified in Section 4 of the Access Arrangement, and the Service Schedule.

13. Additional charges

13.1 GST

- (a) Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 13.1.
- (b) All amounts expressed to be payable under this Access Arrangement are expressed exclusive of any GST.

- (c) If GST is payable in respect of any Service, the User must pay Anglo Coal an additional amount equal to the GST payable in respect of the Service.
- (d) Anglo Coal must notify the User of any Adjustment within 14 days of Anglo Coal first becoming aware of the Adjustment.
- (e) Anglo Coal must issue an Adjustment Note to the User within 28 days of becoming aware of the Adjustment.
- (f) If an amount is or becomes payable, whether by way of reimbursement, indemnity, damages or otherwise:
 - (i) if the amount is calculated by reference to costs, expenses or losses suffered, the amount of the costs, expenses or losses will be the actual amount less the amount of any Input Tax Credit the User is entitled to claim. The User will be assumed to be entitled to claim full Input Tax Credits unless it demonstrates that its entitlement was otherwise before entering into the Access Arrangement; and
 - (ii) if the amount is calculated by reference to any loss of revenue or profits, the revenue will be taken to be revenue which would have been earned exclusive of GST.
- (g) Notwithstanding any other provision of the Access Arrangement, the User is not obliged to pay any amount to Anglo Coal unless and until Anglo Coal issues a tax invoice/Adjustment Note, if required, in respect of that amount to the User.

14. Invoices and payments

14.1 Invoices

On the tenth Business Day of each month, Anglo Coal will issue the User with a tax invoice in respect of charges payable by the User for Natural Gas delivered to the User in the previous month.

14.2 Payments

The User will pay the amount specified by the tax invoice within 14 Days of receipt of the tax invoice (excluding the Day on which it was received).

14.3 Disputed invoices

- (a) If a User, acting reasonably, disputes that an invoice has been correctly rendered prior to its payment, then the User must nevertheless pay the undisputed portion of the invoice (if any) under clause 14.2 and the matter will be resolved in the manner prescribed in clause 18.
- (b) If the Parties agree, or it is determined under clause 18 that:
 - (i) the balance (in whole or in part) of a disputed invoice is to be paid by the User, then that amount must be paid by the User within five (5) Business Days of that agreement being reached or that determination being made (as the case may be); or

- (ii) a refund of all or part of the amount paid under clause 14.2 is payable, then the amount of that refund will be offset by Anglo Coal against any subsequent invoice.
- (c) Clause 14.3 does not limit any other available means of recovery of an incorrect payment.

14.4 Security for performance

Anglo Coal is entitled to require a User to:

- (a) provide security for the performance of its obligations under a Service Agreement (such security may be of such type and to such extent as Anglo Coal reasonably determines);
- (b) pay all amounts owing under a Service Agreement to continue to receive Services under that Service Agreement; and
- (c) demonstrate its ability to meet all financial obligations under a Service Agreement.

15. Force Majeure

15.1 Consequence of Force Majeure

- (a) Subject to clauses 15.2 and 15.3, non-performance as a result of Force Majeure by any of the Parties of any obligation or condition required by the Access Arrangement or a Service Agreement to be performed:
 - (i) will be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure; and
 - (ii) will not to that extent give rise to any liability to the other Party for loss or damage of any kind arising out of or in any way connected with that non-performance.
- (b) An obligation to pay money, incurred prior to the event of Force Majeure, will not be suspended or excused by Force Majeure.

15.2 Notification

- (a) A Party which is, by reason of Force Majeure, unable to perform any obligation or condition required by this Access Arrangement or a Service Agreement, must notify the other Party as soon as possible by giving:
 - (i) reasonably full particulars of the event or circumstance of Force Majeure;
 - (ii) the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations; and
 - (iii) where possible, the means proposed to be adopted to remedy the Force Majeure.

- (b) Force Majeure will not relieve a Party from its obligations under a Service Agreement unless that Party provides notice as required by clause 15.2(a).

15.3 Termination following prolonged Force Majeure

If a Party is unable to supply or receive Natural Gas for more than two (2) months by reason of an event of Force Majeure, either Party can, upon the expiry of that two (2) month period, terminate the Parties' Service Agreement.

16. Interruption of Services

Subject to the Access Arrangement, but notwithstanding any other provision of these Standard Terms and Conditions, Anglo Coal may, without liability to the User, interrupt Services on the DVP:

- (a) in circumstances of curtailment of Services permitted under the Access Arrangement;
- (b) in order to comply with any applicable laws or regulations, for the minimum period required for such compliance upon the maximum notice by Anglo Coal as is reasonably practical;
- (c) in the case of emergency, or where in the reasonable opinion of Anglo Coal there is a threat to safety in the DVP, without prior notice to the User, for the period and to the extent required, for the abatement of that emergency or threat;
- (d) in order to carry out required maintenance, inspections or testing activities on the DVP for a period of up to 100 hours in any Contract Year, upon 14 days notice by Anglo Coal for planned maintenance; or
- (e) in the case of the occurrence of an event or circumstance of Force Majeure or a failure by the User to comply with an Operational Flow Order in the circumstances where Anglo Coal considers that it is necessary to ensure the integrity of the Service or the safety or integrity of the DVP.

17. Liabilities and Indemnities

17.1 Indirect or consequential loss

Notwithstanding any other provision of these Standard Terms and Conditions, neither Anglo Coal nor the User will be liable for any indirect, consequential or special loss arising out of or in connection with a Service Agreement.

17.2 Claim by the User

If the User has any claim against Anglo Coal arising out of or in connection with a Service Agreement, the User must promptly notify Anglo Coal in writing, including sufficient details of the claim to enable a reasonable assessment of the claim by Anglo Coal.

17.3 Limit of liability

Notwithstanding any other provision of these Standard Terms and Conditions, any claim or claims by the User against Anglo Coal arising out of or in connections with this Agreement shall be limited to \$100,000 in aggregate in any one calendar year during the Term.

17.4 Implied warranties

In respect of implied conditions and warranties:

- (a) Anglo Coal excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause 17.4 to be void (**Non-excludable Warranty**);
- (b) Anglo Coal's liability to the User for breach of a Non-excludable Warranty (other than any implied warranty of title) is limited, at Anglo Coal's option, to refunding the price of the goods or services in respect of which the breach occurred or to providing, replacing or repairing those goods or providing those goods or providing those services again but in either case shall not exceed the amount of \$100,000; and
- (c) nothing in these Standard Terms and Conditions excludes or limits the application of any provisions of any statute (including the *Trade Practices Act 1974* (Cth)) where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any part of a Service Agreement to be void.

17.5 Indemnities

- (a) Anglo Coal will make good or pay compensation to an equivalent value for damages to property caused to the User by Anglo Coal or its agents in installing, reading or servicing equipment used for the purpose of delivering Natural Gas.
- (b) The User indemnifies Anglo Coal, the Dawson Joint Venture and its employees, agents and contractors, against all liabilities, losses, damages, costs and expenses suffered or incurred by Anglo Coal, the Dawson Joint Venture or its employees, agents and contractors as a result of:
 - (i) breach by the User of its obligations under a Service Agreement;
 - (ii) breach by the User of any of its warranties made or deemed to have been made under a Service Agreement;
 - (iii) damage to the DVP, any Receipt Point, any Delivery Point, and any Metering Facilities owned by Anglo Coal, that is caused by the act or omission of the User or its employees, agents, contractors or invitees;
 - (iv) death or personal injury of any person resulting from an act or omission of the User or its employees, agents, contractors or invitees; or

- (v) any claim by any third party, including any end user of Natural Gas supplied by the User, in respect of any injury, loss, damage, costs or expenses of any kind arising out of or in connection with a Service Agreement or resulting directly or indirectly from operation, maintenance, repair, administration or management of the DVP or any part of it.

18. Dispute resolution

18.1 Meeting of chief executives

If any claim, dispute or question (**Dispute**) arises in connection with a Service Agreement, it must be referred to the chief executives officers of each Party who must meet to determine in good faith whether or not the Dispute can be resolved by agreement.

18.2 Arbitration

- (a) If the chief executive officers fail to resolve a Dispute by agreement within seven (7) Days of the commencement of their initial meeting pursuant to clause 18.1, then that Dispute must be determined by arbitration.
- (b) Any such arbitration must be held in Queensland unless otherwise agreed between the Parties.
- (c) All costs associated with the arbitration will be divided equally between the Parties.

19. Termination

- (a) If:
 - (i) any Party defaults in the performance of its material obligations under a Service Agreement and fails to remedy the default within 30 days of being notified of the default; or
 - (ii) is subject to any form of insolvency event (including appointment of an administrator, receiver, receiver and manager or liquidator or failure to comply with a statutory demand),then the other Party may terminate the Service Agreement by written notice, with immediate effect.
- (b) The User is deemed not to be in breach of a Service Agreement if, and to the extent that, any failure to comply with its obligations under the Service Agreement results from a breach by Anglo Coal of its obligations under the Service Agreement.

20. Assignment

Unless in accordance with the Trading Policy set out in Section 6 of the Access Arrangement, neither Party may assign a Service Agreement or any rights or obligations

under a Service Agreement or this Access Arrangement without the prior written consent of the other Party, which must not be withheld unreasonably.

21. Miscellaneous provisions

21.1 Confidentiality

A Party (**First Party**) must not, unless the other Party (**Second Party**) first agrees in writing:

- (a) disclose to anyone else; or
- (b) use for an improper purpose,

any information, document or other material concerning the Second Party or the DVP given to the First Party by the Second Party under or for the purposes of a Service Agreement or the Access Arrangement, or that the First Party has otherwise acquired for the purposes of a Service Agreement or the Access Arrangement.

21.2 Notices

All Notices under or in connection with a Service Agreement:

- (a) must be in writing and be addressed to the Party's address specified in the Details section of the Service Schedule (or as may otherwise notified by that Party to the other Parties from time to time);
- (b) must be signed by the Party making the communication or given (on its behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that Party; and
- (c) are take to be received by the addressee:
 - (i) (in the case of prepaid post) when actually received;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is not on a working day, or is after 5:00 pm on a Business Day, when that communication is taken to be received at 9:00 am on the next Business Day;
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee referred to in clause 21.2(a), unless that delivery is made on a day that is not a Business Day, or after 5:00 pm on a Business Day, when that communication is taken to be received at 9:00 am on the next Business Day; and
 - (iv) (in the case of E-mail) upon receipt by the sender of an E-mail acknowledgment from the addressee's information system showing that the notice has been delivered to the Party's E-mail address, unless that

delivery is made on a day that is not a Business Day, or after 5:00 pm on a Business Day, when that communication is taken to be received at 9:00 am on the next Business Day.

21.3 Entire agreement

- (a) The Access Arrangement, and the relevant Service Agreement, form the entire agreement of the Parties on the subject matter, and contain the only enforceable obligations and liabilities of the Parties in relation to their subject matter.
- (b) All representations, communications and earlier agreements between the Parties in relation to the subject matter are merged in and superseded by the Access Arrangement and the relevant Service Agreement.

21.4 Law and jurisdiction

The law in force in the State of Queensland shall govern the Access Arrangement and any Service Agreement and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

21.5 Severability

If any provision of a Service Agreement is or becomes invalid or unenforceable in a particular jurisdiction, that provision is to be read down (if possible) to be valid and enforceable but, if it cannot, then the Service Agreement, so far as it can, takes effect as if it did not include the provision. In any case:

- (a) the validity and enforceability in that jurisdiction of the other provisions of the Service Agreement are not affected; and
- (b) the validity and enforceability of the provision in other jurisdictions than the jurisdiction referred to in clause 21.4 are not affected.

Schedule 3 - Service Schedule

Agreement date	[insert date]		
Parties	Anglo Coal (Dawson Management) Pty Ltd ABN 15 006 746 701 (Anglo Coal) acting as agent for the DVP owners [] (ABN []), of [address] (User)		
Agreement details			
What does this Service Agreement consist of?	This Service Schedule and Anglo Coal's Standard Terms and Conditions (set out in Schedule 2 to the Access Arrangement). By signing this Agreement, you acknowledge that you have received, read, are aware of and agree to Anglo Coal's Standard Terms and Conditions.		
What Service will Anglo Coal provide under this Agreement?	Reference Service		
When does the Service start?	This Agreement commences on [insert start date] .		
When does the Service end?	This Agreement will continue in full force and effect until [insert end date] .		
Charges			
You must pay Anglo Coal the following charges applicable to the Reference Service as set out in section 5 of the Access Arrangement:			
(a) the Reference Tariff; (b) Overrun charges (if applicable); (c) Daily Variance Charges (if applicable); and (d) any other charges provided for in Anglo's Standard Terms and Conditions or the Access Arrangement.			
Receipt and Delivery Points and MDQ			
Receipt Point	Delivery Point	Transportation Distance (km)	MDQ (GJ/Day)
SIGNED for and on behalf of Anglo Coal (Dawson Management) Pty Ltd by an authorised officer in the presence of:		SIGNED for and on behalf of the User by an authorised officer in the presence of:	
_____ ← Authorised officer Name (print):		_____ ← Authorised officer Name (print):	
_____ ← Witness Name (print):		_____ ← Witness Name (print):	