

**Appendix 2.
Pro-forma Gas Transportation Deed for VENCORP's Access
Arrangement, 16 September 2002**



Gas Transportation Deed

Victorian Energy Networks Corporation

and

Shipper

This gas transportation deed

is made on *[insert date]* between the following parties:

1. **Victorian Energy Networks Australia (VENCORP)**
of Level 2, Yarra Tower, World Trade Centre, Siddeley St,
Melbourne 3005

and

2. *[insert name of party]*
[insert ACN/ARBN]
of *[insert address]*
(Shipper)

Recitals

- A GasNet owns or leases the Gas Transmission System.
- B VENCORP is established under the Act, among other things:
 - (a) to control the security and operation of the Gas Transmission System; and
 - (b) to operate the market under the MSO Rules.
- C Clause 2.1(e)(6) of the MSO Rules requires the Shipper, as a Market Participant within the meaning of the MSO Rules, to enter into and continue to be a party to an agreement for payment of transmission charges associated with the provision of services by a transmission pipeline owner within the meaning of the MSO Rules under a service envelope agreement.
- D GasNet and GasNet NSW as transmission pipeline owner of the Gas Transmission System are parties to the Service Envelope Agreement with VENCORP.
- E Pursuant to the Service Envelope Agreement Tariffed Transmission Services are provided by GasNet to VENCORP.
- F Pursuant to GasNet's Access Arrangement, tariffs are payable for provision of the Tariffed Transmission Services.

This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

1 Definitions and Interpretations

1.1 Definitions

Access Arrangement has the same meaning as in the Access Code.

Access Code means the National Third Party Access Code for Natural Gas Pipeline Systems, as in force in Victoria pursuant to the *Gas Pipelines Access (Victoria) Act 1988* (Vic).

Act means the *Gas Industry Act 2001 (Vic)*.

Deed means this Deed and the schedules annexed to it.

Business Day has the same meaning as in the MSO Rules.

Charges means the charges set out in Schedule 1.

Confidential Information means all information disclosed by any party under this Deed which has been notified by a party in writing to the other party as being confidential information prior to its disclosure to the other party.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Dispute Resolution Panel means the panel established in accordance with clause 12.

Dispute Resolution Procedure means the dispute resolution procedure set out in clause 12.

Extensions/Expansions Policy is defined in the Access Code.

Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure including:

- (a) act of God, lightning, storm, flood, fire, earthquake, volcanic eruption or explosion;
- (b) act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion; and
- (c) prolonged major power, gas or water shortage; and
- (d) any like or analogous event.

GasNet means GasNet Australia (Operations) Pty Ltd (ACN 083 009 278).

GasNet's Access Arrangement means the Access Arrangement by GasNet relating to the GasTransmission System as in force from time to time.

GasNet NSW means GasNet Australia (NSW) Pty Ltd (ACN 079 136 413).

Gas Transmission System has the same meaning as in the Service Envelope Agreement.

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Insolvency Event means an order is made by a court under Part 5.4 of the Corporations Act that a body corporate be wound up for insolvency or a body corporate resolves to wind itself up or to dissolve or any like or analogous events.

Market has the same meaning as in the MSO Rules.

MSO Rules has the same meaning as in the Act.

Regulator means the Australian Competition and Consumer Commission.

Regulatory Instrument means any Act, law, code, rule, order or sub-code regulating the gas industry in Victoria, or elsewhere if applicable, whether

made under the Act or other applicable legislation having jurisdiction over the relevant party.

Service Envelope Agreement means the agreement between GasNet, GasNet NSW and VENCORP entered into pursuant to clause 5.3.1 of the MSO Rules.

Surcharge has the same meaning as in the Access Code.

Tariffed Transmission Service is described in GasNet's Access Arrangement.

Tariffed VENCORP Service is described in VENCORP's Access Arrangement.

Tax Invoice has the same meaning as in the GST Act.

Taxable Supply has the same meaning as in the GST Act.

VENCORP's Access Arrangement means the Access Arrangement by VENCORP relating to the Gas Transmission System owned by GasNet as in force from time to time.

1.2 Interpretation

In this Deed unless the context requires otherwise:

- (a) headings are only for convenience and do not affect interpretation;
- (b) words in the singular include the plural and the other way around;
- (c) words of one gender include any gender;
- (d) if a word or phrase is defined, another grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression indicating a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a governmental agency;
- (f) a reference to a party to this Deed includes that party's executors, administrators, successors and permitted assigns;
- (g) a promise or agreement by 2 or more persons binds them jointly and individually;
- (h) a promise or agreement in favour of 2 or more persons is for the benefit of them jointly and individually;
- (i) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Deed and a reference to this Deed includes any annexure, exhibit or schedule;
- (j) a reference to a thing (including, but not limited to, a right) includes any part of that thing;
- (k) a reference to a right includes a remedy, power, authority, discretion or benefit;
- (l) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it;

- (m) a reference to an agreement other than this Deed includes an undertaking, agreement, deed or legally enforceable arrangement or understanding, whether or not in writing;
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (o) examples are descriptive only and not exhaustive;
- (p) a provision of this Deed must not be construed against a party solely because the party was responsible for preparing this Deed or that provision;
- (q) a reference to a body, other than a party to this Deed (including, but not limited to, an association, authority, corporation, body corporate or institution), whether statutory or not:
 - (1) which ceases to exist;
 - (2) is reconstituted, renamed or replaced; or
 - (3) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which serves substantially the same purposes or has the same powers or functions;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (s) where the day on or by which something must be done is not a Business Day, that thing must be done on or by the next Business Day.
- (t) a reference to a Regulatory Instrument or an agreement is a reference to that Regulatory Instrument or agreement (as the case may be) as amended, varied, repealed and revoked from time to time.

2 Term

This Deed comes into operation and effect on the day it is executed and continues until 31 December 2007 unless terminated earlier in accordance with clauses 8 or 9.

3 Charges payable by Shipper

3.1 Promise to pay

Shipper promises to pay the Charges.

3.2 Direction to Pay and deal with GasNet

- (a) VENCORP directs Shipper to pay all the Charges directly to GasNet without deduction or set off.
- (b) Shipper acknowledges and agrees that pursuant to the Service Envelope Agreement:

- (1) all Charges payable pursuant to this Deed will be invoiced by GasNet and paid to GasNet;
- (2) all inquiries in relation to such invoices will be directed to GasNet;
- (3) GasNet may initiate legal proceedings or alternative dispute resolution procedures in the name of VENCORP to recover such Charges from Shipper and for such purposes GasNet is VENCORP's attorney;
- (4) GasNet is authorised by VENCORP to negotiate with Shipper in relation to such Charges and in relation to other matters relevant to the provision of services provided by VENCORP pursuant to this Deed;
- (5) GasNet is required to provide details of such Charges and of the other matters referred to in clause 3.2(b)(4) to VENCORP, subject to the confidentiality requirements more particularly set out in the Service Envelope Agreement;
- (6) VENCORP may not vary or waive any term of this Deed without prior written consent of GasNet;
- (7) GasNet may require VENCORP to exercise its rights under this Deed, in any case where Shipper jeopardises the safety or integrity of the facilities comprising the Gas Transmission System, in order to ensure that Shipper:
 - (A) complies with this Deed; or
 - (B) takes remedial action,as the case may be.

3.3 Billing and Payment

- (a) On, or within two business days of, the eighteenth Business Day of each month, GasNet will invoice Shipper for the Charges payable by Shipper in respect of the preceding month ("**Relevant Month**"), together with any amounts in respect of any month, before the Relevant Month and any adjustments in respect of such a month.
- (b) The failure to invoice Shipper in accordance with clause 3.3(a) does not prejudice the right to recover payment for Charges.
- (c) If Shipper receives an invoice on or within two business days of the eighteenth Business Day of the month, Shipper will pay to GasNet the aggregate amount stated in the invoice not later than the last Business Day of the month in which the invoice is received. Payment will be made in such manner as may be agreed from time to time.
- (d) If Shipper receives an invoice after the 20th Business Day of the month, Shipper will pay to GasNet the aggregate amount stated in the invoice not later than 10 Business Days after having received the invoice. Payment will be made in such manner as may be agreed from time to time.

- (e) If Shipper disputes an invoice or part of an invoice, Shipper may, at any time within 10 Business Days of receiving the invoice, notify GasNet that it disputes the invoice, identifying the disputed amount and giving reasons why it disputes the invoice. Shipper must pay the undisputed amount when it is due in accordance with clause 3.3(c). The parties agree to meet in good faith and to use all reasonable endeavours to resolve the dispute. Upon resolution of the dispute, Shipper must promptly pay any amounts which it has been determined that it is liable to pay. In default of resolution, the Dispute Resolution Procedure will apply.
- (f) If at any time a party claims that Shipper has been overcharged or undercharged, then the parties will agree to meet in good faith to determine the amount of the overcharging or undercharging (as the case may be). The party liable to pay the agreed amount must pay that amount within 30 Business Days of that amount being determined. In default of agreement the Dispute Resolution Procedure shall apply.
- (g) If a Shipper does not pay an amount payable under this Deed when due, then Shipper agrees to pay interest on the defaulted amount at a rate equal to the aggregate of two percent and the National Australia Bank Limited's overdraft rate applicable at that time. Interest shall accrue on the daily balance of the defaulted amount and shall be payable on demand.
- (h) If the parties have agreed under clause 3.3(f) that a party has been overcharged, the party who has received the benefit of the amount being overcharged agrees to pay interest on the overcharged amount from the time it was paid by the other party until the time it was returned to that party under clause 3.3(f), at a rate equal to the aggregate of two percent and the National Australia Bank Limited's overdraft rate applicable at that time. Interest shall accrue on the daily balance of the overcharged amount and shall be payable on demand.

4 Ownership of facilities

4.1 No right or title to facilities

Shipper does not acquire any right to, title to, or interest in the Gas Transmission System or any part of the Gas Transmission System pursuant to this Deed.

4.2 No portion of facilities

VENCORP is under no obligation pursuant to this Deed to dedicate any particular portion of facilities forming part of the Gas Transmission System to the provision of Tariffed Transmission Services to Shipper.

5 Shipper's acknowledgment

Notwithstanding any other provision of this Deed, if:

- (a) VENCORP fails or omits, in whole or in part, to provide the Tariffed VENCORP Services; or
- (b) GasNet fails or omits, in whole or in part, to provide the Tariffed Transmission Services or otherwise fails or omits in whole or in part to comply with its obligations under the Service Envelope Agreement, thereby causing VENCORP to fail or omit to provide, in whole or in part, the Tariffed VENCORP Services,

Shipper acknowledges and agrees that it will not bring any legal action (including actions based on negligence) against GasNet in respect of such failure and:

- (c) GasNet's sole exposure is limited to uplift payments which it may be required to make in accordance with clause 3.6.8 of the MSO Rules and subject to any cap and conditions on the level of such payments provided for in the Service Envelope Agreement; and
- (d) without limiting the generality of clause 5(c), Shipper must continue to pay VENCORP the Charges in relation to the Tariffed VENCORP Services actually provided.

6 Limitation of liability of VENCORP

Shipper acknowledges and agrees that VENCORP's liability under this Deed is limited in accordance with and pursuant to the MSO Rules.

7 Confidentiality

Except as otherwise provided in this Deed:

- (a) each party must treat Confidential Information as confidential and must take all reasonable precautions to ensure that its employees maintain such confidentiality; and
- (b) the confidentiality provisions of the MSO Rules apply to all Confidential Information under this Deed.

8 Force Majeure Event

8.1 General position

Non-performance by a party of any obligation or condition required by this Deed to be performed by that party due to a Force Majeure event affecting that party:

- (a) will be excused during the time and to the extent that performance is prevented, wholly or in part, by a Force Majeure event; and
- (b) will not to that extent give rise to any liability to the other party for any losses or damages arising out of, or in any way connected with, such non-performance.

8.2 Notification to other Party

Except as set out in this Deed, if either party seeks relief from performance of an obligation or condition under this Deed due to a Force Majeure event, the party must:

- (a) as soon as reasonably practicable but in any event within two days, give notice to the other party of the occurrence of the event or circumstance claimed to be Force Majeure, including:
 - (1) full particulars relating to the event or circumstance and the cause of such failure to perform; and
 - (2) an estimate of the period of time required to remedy such failure to perform;
- (b) provide the other party with a reasonable opportunity and assistance to examine and investigate the relevant event or circumstance which constitutes the Force Majeure event and failure to perform;
- (c) exercise reasonable efforts to mitigate or remove the effects of the relevant event or circumstance but excluding any measures which are not economically feasible for the parties; and
- (d) give notice immediately to the other party upon termination of the event or circumstance of Force Majeure.

8.3 Industrial disturbance

Nothing in this Deed requires a party to adjust or settle any strike, lockout or other industrial disturbance against the will of that party.

8.4 Right to terminate

If despite reasonable efforts on the part of the party affected by the event or circumstance of Force Majeure to mitigate or remove the effects of that event or circumstance, non-performance continues substantially unabated for a period of 90 days from the date of notice under clause 8.2(a), then either party may terminate this Deed upon 30 days notice without prejudice to any antecedent rights of the parties which survive termination of this Deed in other respects.

8.5 Qualifications

No Force Majeure affecting the performance of any obligation or condition under this Deed by a party operates:

- (a) to prevent a cause of action arising from and after the expiration of the period of time within which by the exercise of reasonable diligence and the employment of all reasonable means, that party could have remedied the situation preventing its performance; or
- (b) to relieve a party from any obligation to make payment of money due under this Deed except where the services in respect of which that money is due are not being provided by reason of Force Majeure.

9 Termination

9.1 Defaults by Shipper

Where:

- (a) Shipper defaults in the performance of any of its material promises or obligations under this Deed; or
- (b) there is an Insolvency Event in relation to Shipper,

then Shipper is in default and VENCORP may give notice of its intention to terminate this Deed, which notice shall identify the default or Insolvency Event as the case may be.

9.2 VENCORP ceasing to have certain responsibilities

Shipper may terminate this Deed at any time by notice in writing to VENCORP, if VENCORP ceases to:

- (a) be responsible for controlling the security and operations of the Gas Transmission System; or
- (b) operate the Market under the MSO Rules.

9.3 Shipper's actions

If Shipper:

- (a) jeopardises the safety or integrity of the Gas Transmission System; and
- (b) Shipper is reasonably able to stop the action which jeopardises the safety or integrity of the Gas Transmission System,

VENCORP may:

- (c) send a written notice to Shipper:
 - (1) specifying the action which jeopardises the safety or integrity of the Gas Transmission System;
 - (2) specifying a reasonable period of time within which Shipper must take all reasonable actions within its control either to:
 - (A) ensure that the action which jeopardises the safety or integrity of the Gas Transmission System; or
 - (B) ensure that the action which jeopardises the safety or integrity of the Gas Transmission System is not repeated,whichever is applicable; or
- (d) if Shipper has not complied with the terms of the notice sent under clause 9.3(c) within the time specified in that notice, send a written notice to Shipper:
 - (1) stating that VENCORP intends to terminate this Deed if the breach is not rectified within 30 days; and

- (2) specifying the cause for terminating this Deed; and
- (e) if the breach is not rectified by Shipper within 30 days of receiving the notice specified in clause 9.3(d), immediately terminate this Deed.

9.4 Effects of termination

Termination of this Deed for any reason does not affect:

- (a) any rights of a party against the other party which:
 - (1) arose prior to the time at which the termination occurred; or
 - (2) otherwise relates to or may arise at any future time from any breach or non-observance of that other party's obligations under this Deed occurring prior to termination; and
- (b) the rights and obligations of the parties under this Deed or in respect of any moneys outstanding under this Deed.

9.5 Force Majeure

Nothing in this clause 9 affects the right to terminate for Force Majeure.

10 Assignment

10.1 Assignment generally

A party may not assign its rights under this Deed unless it has the other party's written consent, and the other party must not unreasonably withhold its consent.

10.2 Transfer by State entity

Nothing in this clause prevents a party ("the first party") transferring the whole of its rights under this Deed where:

- (a) immediately prior to the transfer the party is ultimately controlled by the State of Victoria (the "State"), a State instrumentality or a statutory authority;
- (b) the transfer is to an transferee selected by the State; and
- (c) the proposed transferee assumes all the obligations of the party under this agreement,

and following any such transfer by that party, the other party must execute and deliver to the first party a deed under which the other party releases the first party in respect of the obligations assumed by the transferee .

10.3 Assignment not a restriction on securities

Nothing in this Deed prevents a party from pledging, mortgaging, encumbering or assigning by way of security its rights under this Deed provided that the chargee or mortgagee must first acknowledge in writing to the other parties

that upon it realising its charge or mortgage, it will be bound by the terms of this Deed.

11 GST

11.1 Recovery of GST

If GST is imposed on any supply made under this Deed by one party (“**the supplying party**”) to another party (“**the receiving party**”) and the consideration payable or to be provided for the supply under any other clause in this Deed is not expressed to be inclusive of GST, the receiving party must pay, in addition to and at the same time as any GST exclusive consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that GST exclusive consideration (without deduction or set-off) by the prevailing GST rate.

11.2 Tax Invoice

The supplying party must provide a Tax Invoice to the receiving party for any Taxable Supply made by the supplying party under this Deed.

11.3 Adjustment of consideration for a supply

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party in respect of the supply, the amount payable by the receiving party to the supplying party must be adjusted accordingly.

12 Disputes

- (a) If any dispute arises between the parties touching or concerning the interpretation or application of this Deed then that dispute shall be referred for resolution in accordance with the Dispute Resolution Procedure, and the chief executive officers of VENCORP and Shipper, or, where paragraph (b) of Schedule 1 applies the chief executive officer of GasNet (as VENCORP's attorney) and Shipper, must:
- (1) appoint a Dispute Resolution Panel as soon as practicable after the dispute is brought to the attention of either of them; and
 - (2) refer that matter to the Dispute Resolution Panel as soon as practicable after that Dispute Resolution Panel is appointed,
- (b) A matter referred for resolution under clause 12(a)(2) must be arbitrated in accordance with this clause 12 and the Commercial Arbitration Act 1984 (Victoria).
- (c) A Dispute Resolution Panel appointed under clause 12(a)(1) is to comprise:
- (1) a person who is:

- (A) independent of Shipper and VENCORP or GasNet (as the case may be);
 - (B) legally qualified;
 - (C) has an understanding of the gas industry;
 - (D) has a detailed understanding and experience of alternative dispute resolution practice and procedures which do not involve litigation; and
 - (E) has the capacity to determine the most appropriate dispute resolution in the particular circumstances of the dispute; and/or
- (2) two persons:
- (A) one of whom is appointed by Shipper and one of whom is appointed by VENCORP or GasNet (as the case may be);
 - (B) who have an understanding of the gas industry; and
 - (C) who have technical qualifications appropriate to resolve the dispute including but not limited to a technical understanding of matters relevant to operation of gas transmission pipelines.
- (d) A person who has previously served on a Dispute Resolution Panel is not precluded from being appointed to another Dispute Resolution Panel established in accordance with clause 12(a).
- (e) If the chief executive officers of VENCORP or GasNet (as the case may be) and Shipper are unable to reach agreement as to the composition of the Dispute Resolution Panel to be appointed in accordance with clause 12(a), they must ask the Adviser appointed under clause 7.2.2(a) of the MSO Rules to appoint the Dispute Resolution Panel in accordance with clause 12(a) and must pay the reasonable costs of the Adviser in relation to the making of those appointments.
- (f) When a matter is referred to a Dispute Resolution Panel under clause 12(a)(2), the person appointed to the Dispute Resolution Panel under clause 12(c)(1) must select the form of, and procedures to apply to, the dispute resolution process which is, in the opinion of that person, reasonable, and which:
- (1) is simple, quick and inexpensive;
 - (2) observes the rules of natural justice; and
 - (3) encourages resolution of disputes without formal legal representation or reliance on legal procedures.
- (g) For the purposes of any award of the Dispute Resolution Panel, the parties may agree that as part of the award, the Dispute Resolution Panel may settle the terms and conditions of any amendments required to be made to this Deed or any agreement or deed replacing this Deed.

13 Emergency

For the avoidance of doubt, nothing in this Deed affects Part 9 of the Act, chapter 6 of the MSO Rules or any like or analogous applicable emergency law and, without limiting the foregoing, Shipper acknowledges and agrees that VENCORP may interrupt, reduce or curtail gas supply or transmission in any case where the Act, MSO Rules or such emergency laws allow or require.

14 Curtailment during maintenance

Despite any provision of this Deed, VENCORP may curtail or interrupt Shipper in order for any person to effect any repairs, testing, maintenance, replacement or upgrading or any other work related to the Gas Transmission System which is reasonably required, provided that VENCORP:

- (a) notifies Shipper of its intention to curtail or interrupt as early as reasonably practicable prior to the curtailment or interruption;
- (b) makes reasonable endeavours to agree with Shipper as to the timing and extent of the intended curtailment or interruption; and
- (c) makes reasonable endeavours to minimise the period in which Shipper is curtailed or interrupted.

15 Notices

15.1 How notices may be given

A notice, request, demand, consent or approval (each a notice) under this Deed:

- (a) must be in writing;
- (b) may be signed for the party giving it by the party's authorised officer, attorney or solicitor;
- (c) may be delivered personally to the person to whom it is addressed, or left at or sent by prepaid post to the person's address, or faxed to the person's fax number, given below:
 - (1) if to Shipper:
Address:
Fax:
Attention:
 - (2) if to VENCORP:
Address: PO Box 413
World Trade Centre Vic 8005
Fax: (03) 8664 6511
Attention: Chief Executive Officer

15.2 When notice taken as given

A notice is taken as given by the sender and received by the intended recipient:

- (a) if posted, 3 days after posting; and
- (b) if faxed, on completion of the transmission as evidenced by receipt by the delivering party of a delivery report confirming the fax has been transmitted,

but if delivery or receipt is on a day which is not a Business Day of a party or is after 5.00pm at the place of delivery or receipt, it is taken as given at 9.00am on the next Business Day.

15.3 Change of address or fax number

A party may change its address or fax number for notices by giving notice to the other parties.

16 General

16.1 Approvals and consents

Subject to the express provisions of this Deed, whenever in this Deed the agreement, approval or consent of party is required, the agreement, approval or consent may be withheld at the party's sole discretion, delayed or given subject to any condition.

16.2 Costs and expenses

Each party must pay its own legal costs and expenses for the negotiation, preparation, completion and stamping of this Deed.

16.3 Governing law and jurisdiction

- (a) This Deed is governed by the law of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria and courts hearing appeals from them.
- (c) A party must not object to the jurisdiction of a court merely because the forum is inconvenient.

16.4 Waiver

- (a) A party waives a right under this Deed only if it does so in writing.
- (b) A party does not waive a right simply because it:
 - (1) fails to exercise the right;
 - (2) delays exercising the right; or
 - (3) only exercises part of the right.
- (c) A waiver of one breach of a term of this Deed does not operate as a waiver of another breach of the same term or any other term.

16.5 Further action

Each party must promptly sign any document and do anything else that is necessary or reasonably requested by the other party to give full effect to this Deed.

16.6 Whole agreement

This Deed:

- (a) replaces all previous agreements, representations, warranties or understandings between the parties concerning the subject matter of this Deed; and
- (b) contains (except where otherwise apparent on its face) the whole agreement between the parties.

16.7 Unenforceable provision

If a provision in this Deed is wholly or partly invalid or unenforceable in any jurisdiction, that provision or part must, to that extent and in that jurisdiction, be treated as deleted from this Deed. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.

16.8 Counterparts

This Deed:

- (a) may be executed in a number of counterparts; and
- (b) comprises all the counterparts, taken together.

16.9 Survival of provision

A provision of this Deed that has not been met on, or can have effect after, completion of the transaction contemplated by this Deed, or termination of this Deed, continues to apply after completion or termination.

16.10 Specific performance

Nothing in this clause limits the right of the parties to enforce this Deed by seeking an order for specific performance in any court of competent jurisdiction.

16.11 Amendment

Except as set out in the MSO Rules or as required by the Regulator, and subject to obtaining any necessary approval from the Regulator, this Deed may only be amended or supplemented in writing, signed by the parties. For the avoidance of doubt, nothing in this Deed prevents the submission by GasNet or VENCORP of revisions to their Access Arrangements pursuant to section 2 of the Access Code. In the event that such revisions are approved by the Regulator and to the extent that this Deed requires amendment consequential or subsequent thereto this Deed shall be amended accordingly. In default of agreement on the amendment, the Dispute Resolution Procedure shall apply.

Executed as a deed:

**The official seal of
Victorian Energy Networks Corporation**
is fixed to this document
in the presence of:

Secretary/Director

Director

Name (please print)

Name (please print)

**The common seal of
[insert company]**
is fixed to this document
in the presence of:

Secretary/Director

Director

Name (please print)

Name (please print)

Schedule 1 - Charges payable by Shipper

- (a) The charges payable by Shipper are:
 - (i) those set out in, or determined in accordance with, GasNet's Access Arrangement, being the tariffs for the Tariffed Transmission Services; and
 - (ii) any applicable Surcharge with respect to the Gas Transmission System approved by the Regulator under section 8.25 of the Access Code.
- (b) For the avoidance of doubt, in any case where GasNet's Access Arrangement is silent as to any matter relating to calculation of charges, GasNet and Shipper may agree that matter so as to enable effective calculation of those charges. In default of such agreement the Dispute Resolution Procedure will apply.
- (c) Also for the avoidance of doubt, nothing in this Deed prevents the application of charges calculated pursuant to an Extensions/Expansions Policy included in GasNet's Access Arrangement.

Table of contents

Clause		Page
1	Definitions and Interpretations	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Term	4
3	Charges payable by Shipper	4
	3.1 Promise to pay	4
	3.2 Direction to Pay and deal with GasNet	4
	3.3 Billing and Payment	5
4	Ownership of facilities	6
	4.1 No right or title to facilities	6
	4.2 No portion of facilities	6
5	Shipper's acknowledgment	6
6	Limitation of liability of VENCORP	7
7	Confidentiality	7
8	Force Majeure Event	7
	8.1 General position	7
	8.2 Notification to other Party	8
	8.3 Industrial disturbance	8
	8.4 Right to terminate	8
	8.5 Qualifications	8
9	Termination	9
	9.1 Defaults by Shipper	9
	9.2 VENCORP ceasing to have certain responsibilities	9
	9.3 Shipper's actions	9
	9.4 Effects of termination	10
	9.5 Force Majeure	10
10	Assignment	10
	10.1 Assignment generally	10
	10.2 Transfer by State entity	10
	10.3 Assignment not a restriction on securities	10
11	GST	11
	11.1 Recovery of GST	11

11.2	Tax Invoice	11
11.3	Adjustment of consideration for a supply	11
12	Disputes	11
13	Emergency	13
14	Curtailement during maintenance	13
15	Notices	13
15.1	How notices may be given	13
15.2	When notice taken as given	14
15.3	Change of address or fax number	14
16	General	14
16.1	Approvals and consents	14
16.2	Costs and expenses	14
16.3	Governing law and jurisdiction	14
16.4	Waiver	14
16.5	Further action	15
16.6	Whole agreement	15
16.7	Unenforceable provision	15
16.8	Counterparts	15
16.9	Survival of provision	15
16.10	Specific performance	15
16.11	Amendment	15
Schedule 1 - Charges payable by Shipper		17