



AUSTRALIAN GAS NETWORKS LIMITED

**AGN QUEENSLAND GAS DISTRIBUTION NETWORK
SERVICES AND TARIFF GUIDE**

MAY 2024

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1. INTRODUCTION

1.1 Background

The AGN Queensland Gas Distribution Network (“**the Network**”) distributes gas in the Brisbane region (Brisbane CBD, Ipswich and suburbs north of the Brisbane River) and the Northern Region (Rockhampton and Gladstone).

The Network is a non-scheme pipeline for the purposes of the National Gas Law.

1.2 Purpose of this Document

The purpose of this document is to provide information to Network Users and Prospective Network Users about:

- (a) the Network Services which AGN provides by means of the Network;
- (b) the tariffs which AGN offers to charge for those Network Services; and
- (c) the terms and conditions on which AGN offers to supply those Network Services.

This document is not a full access arrangement nor a limited access arrangement nor a user access guide under the National Gas Law.

1.3 User Access Guide

The National Gas Rules requires AGN to develop and maintain a user access guide that contains information for each of its pipelines, including the Network.

The User Access Guide describes the process which a Network User or Prospective Network User may follow to make an access request or a preliminary enquiry about access to the Network.

A copy of the User Access Guide is available at www.agig.com.au/pipelines.

This document should be read in conjunction with the User Access Guide.

1.4 Definitions and Interpretation

In this document, unless the context indicates otherwise:

- (a) where a word or phrase begins with a capital letter:
 - (1) it has the meaning given to it in the glossary that is set out in section 6 of this document;
 - (2) if it is not defined in the glossary, it has the meaning given to it in the National Gas Rules; and
- (b) a reference to a “Rule” is a reference to the rule within the National Gas Rules.
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (d) headings are for convenience only and do not affect interpretation.

1.5 Contact Details

The contact person for further details in relation to this document is:

Ms Roxanne Smith
Executive General Manager, Corporate & Regulation
Australian Gas Networks Limited
P.O. Box 6468, Halifax Street
Adelaide SA 5000

Ph: (08) 8418 1111
Fax: (08) 8227 1511
E-mail: roxanne.smith@agig.com.au

2. SERVICES

2.1 General

The service provider for the Network is Australian Gas Networks Limited (ABN 19 078 551 685) (“AGN”).

The pipeline services which AGN provides by means of the Network comprise:

- (a) three Haulage Services, which are described in section 2.2;
- (b) various Ancillary Services, which are described in section 2.3; and
- (c) Negotiated Services, which are described in section 2.4.

2.2 Haulage Services

2.2.1 Domestic Haulage Service

The Domestic Haulage Service is a Haulage Service that comprises the delivery of Gas through a Domestic Delivery Point in accordance with, and subject to, the terms and conditions referred to in section 4.

A Delivery Point (DP) is a Domestic DP for a given period if the Gas delivered through that DP during that period was used primarily for domestic purposes and there is a single dwelling using the Gas delivered through that DP. Gas will have been used primarily for domestic purposes if 50% or more of that Gas was used for domestic purposes.

AGN will determine from time to time whether Gas delivered through a DP during any period was used primarily for domestic purposes or primarily for other purposes. AGN’s determination will bind the Network User, unless proven incorrect.

2.2.2 Demand Haulage Service

The Demand Haulage Service is a Haulage Service that comprises the delivery of Gas through a Demand DP, in accordance with, and subject to, the terms and conditions referred to in section 4.

A DP is a Demand DP at a given time if:

- (a) that DP is not a Domestic DP at that time; and
- (b) the Quantity of Gas delivered through that DP during the then most recent Metering Year was equal to or greater than 10TJ in total.

In this section, a reference to the Quantity of Gas delivered is a reference to Gas delivered whether to or for the account of the Network User or another person or persons.

2.2.3 Commercial Haulage Service

The Commercial Haulage Service is a Haulage Service that comprises the delivery of Gas through a Commercial DP in accordance with, and subject to, the terms and conditions referred to in section 4.

A DP is a Commercial DP at a given time if that DP is not a Demand DP or a Domestic DP at that time.

2.2.4 Classification of New DPs

AGN will classify a new DP as a Domestic DP, a Demand DP or a Commercial DP. In determining the classification of a DP, AGN will take into account:

- (a) the Network User or Prospective Network User’s stated demand and connection characteristics for the DP; and
- (b) tariffs assigned to DPs with the same or materially similar demand and connection characteristics.

A new DP classified by AGN as a Domestic DP, a Demand DP or a Commercial DP will be treated as a Domestic DP, a Demand DP or a Commercial DP (as the case may be) for the purposes of this

document (and for the purposes of each Agreement) until such time as AGN re-classifies that Delivery Point.

The tariff applicable in respect of the DP will be determined from time to time on the basis of the classification of that DP.

2.2.5 *Associated Services*

As part of each Haulage Service, AGN will provide meter reading in accordance with, and subject to, the terms and conditions referred to in section 4.

For the avoidance of doubt, Unaccounted for Gas is supplied by AGN. The cost of Unaccounted for Gas has been taken into account in the determination of the tariffs.

The Haulage Services do not include any of the Network Services described as Ancillary Services (see section 2.3) or Negotiated Services (see section 2.4).

2.3 Ancillary Services

AGN provides various Ancillary Services for the Network. Each of these Ancillary Services has been assigned its own B2B job code and charging code. Each Ancillary Service is described in Annexure C to this document, by reference to its B2B job code and the associated charging code.

Each Ancillary Service will be provided in accordance with, and subject to, the terms and conditions referred to in section 4.

2.4 Negotiated Services

Any Network User or Prospective Network User may request AGN to provide a Negotiated Service. A Negotiated Service is a Network Service that is different from the Network Services described in sections 2.2 and 2.3.

The terms and conditions on which AGN will provide Negotiated Services will be the same as the terms and conditions referred to in section 4, to the extent that those terms and conditions are appropriate and applicable to the requested Negotiated Service.

2.5 Network Service Standards

AGN will provide each Network Service in accordance with, and subject to, the requirements of any Distribution Licence or applicable law.

3. TARIFFS

3.1 General

The Network is a non-scheme pipeline for the purposes of the National Gas Law and, consequently, the tariffs that apply to the Network are not subject to the approval of the Australian Energy Regulator under the National Gas Law.

Instead, AGN publishes Tariff Schedules on its website which detail the tariffs applicable to the Haulage Services and Ancillary Services described in section 2.

Tariff Schedules are available at www.australiangasnetworks.com.au.

3.2 CPI Increases to Tariffs

The tariffs for Network Services will increase, with effect on and from 1 July in each year, at the same rate as any increase in CPI over the period of 12 months' ending on 31 December in the previous year (that is, comparing CPI for the quarter ending 31 December in the previous year with CPI for the quarter ending 31 December in the year prior to the previous year).

AGN will notify the Network User of any increase in tariffs pursuant to this clause as soon as practicable after the publication of the relevant CPI numbers.

3.3 Cost Pass Through Events

In addition, whenever there is a Cost Pass Through Event which affects the cost of providing any Network Services in relation to the Network:

- (a) AGN will notify the Network User within 90 Business Days as to whether that Cost Pass Through Event will lead to an increase or decrease in the tariffs for any Network Services provided to the Network User;
- (b) When the costs of a Cost Pass Through Event are known (or are able to be estimated to a reasonable extent), then AGN will notify the Network User (and all other network users) of:
 - (i) those costs (with a statement from an authorised officer of AGN verifying that the costs are net of any payment made by an insurer or third party which partially or wholly offsets the financial impact of the event); and
 - (ii) AGN's proposed variations to the tariffs for affected or relevant Network Services.
- (c) If the Network User does not agree with AGN's proposed variations to the tariffs then:
 - (i) within 90 Business Days after receiving AGN's notice (or within such longer period as AGN and the Network User may agree), the Network User must give AGN notice that the Network User wishes to dispute AGN's proposed variations and refer that dispute for resolution in accordance with the Agreement between AGN and the Network User; and
 - (ii) that dispute will then be resolved in accordance with the dispute resolution procedure under the Agreement (or as otherwise agreed between AGN and the Network User).
- (d) If a proposed variation is disputed by the Network User and also by any other network user or network users then, unless otherwise agreed between AGN and the Network User, the Independent Expert appointed to resolve the dispute under the Agreement between AGN and the Network User will be the same as the Independent Expert appointed to resolve the dispute between AGN and the other network user or network users such that the Independent Expert will be the person agreed between AGN and any network user or, if no Independent Expert is agreed between AGN and any network user, the person appointed by the Resolution Institute (ABN 69 008 651 232).
- (e) If the Network User does not dispute AGN's proposed variations to tariffs as a result of a Cost Pass Through Event then, as between AGN and the Network User, the tariffs for the relevant Network Services will be adjusted in accordance with AGN's proposal.
- (f) If the Network User does dispute AGN's proposed variations to tariffs as a result of a Cost Pass Through Event then, unless otherwise agreed between AGN and the Network User, the tariffs for the relevant Network Services will be varied in accordance with the decision of the Independent Expert appointed to

resolve that dispute. The Independent Expert is not bound to approve the variations originally proposed by AGN.

- (g) Each variation to tariffs as a result of a Cost Pass Through Event will take effect from the next 1 July.

3.4 Other Tariff Variations

- (a) AGN may at any time give the Network User not less than 180 days' notice of any proposed reasonable variation to tariffs for any Network Services that is not a result of a CPI increase or a Cost Pass Through Event.
- (b) AGN will provide the Network User with any information the Network User may reasonably request about the reasons for any proposed variation pursuant to this clause.
- (c) If AGN gives the Network User notice of a proposed variation pursuant to this clause, the Network User may terminate the Agreement at any subsequent time.
- (d) Otherwise, a proposed variation pursuant to this clause will take effect on the later of the following dates:
 - (i) 180 days after the date of AGN's notice;
 - (ii) the next 1 July after the end of that 180 day period; and
 - (iii) such later date (if any) as AGN may specify in its notice.
- (e) The Network User acknowledges that it is entitled to pass through any variation pursuant to this clause to gas consumers who are customers of the Network User (to the extent that the Network User proposes to pass through some or all of that variation to its customers). It is the Network User's responsibility to take whatever action is necessary to pass through any variation pursuant to this clause (including giving any requisite notices to gas consumers).
- (f) A variation to tariffs may include increases or decreases in prices or tariffs or changes to the structure of tariffs or the introduction of new tariffs (either in addition to, or in substitution for, any previous tariff).

3.5 Revised Tariff Schedules

Whenever the tariffs for any Network Services are increased or otherwise adjusted in accordance with this document, AGN will publish a new Tariff Schedule showing the tariffs as increased or otherwise adjusted.

AGN may consolidate Tariff Schedules or divide any Tariff Schedule into multiple Tariff Schedules, as it thinks appropriate from time to time.

4. TERMS AND CONDITIONS

4.1 Terms and Conditions

Network Services will be provided to Network Users on and subject to the terms and conditions of an Agreement that will comprise:

- (a) the Specific Terms and Conditions, in the form set out as Annexure D; and
- (b) the terms and conditions set out in Annexure E (**the General Terms and Conditions**).

4.2 Specific Terms and Conditions

The Specific Terms and Conditions is a standard form document that contains details which will vary from Network User to Network User and from Agreement to Agreement. The blank spaces in the standard form are to be completed and the document signed by AGN and the Network User to evidence the Agreement between them.

As is apparent from the form of the Specific Terms and Conditions set out in Annexure D, the details to be completed are as follows:

- (a) details of each User Receipt Point at which Gas is to be delivered to AGN by or for the account of that Network User pursuant to the Agreement;
- (b) details of each User DP at which Gas is to be delivered by AGN to or for the account of that Network User pursuant to the Agreement;
- (c) the period for which the Agreement is to remain in force (assuming it is not terminated earlier in accordance with the General Terms and Conditions);
- (d) the date on which AGN is to commence providing Network Services pursuant to the Agreement;
- (e) if agreed for any User DP which is a Demand DP, details of the maximum Quantity of Gas AGN is obliged to deliver through that User DP during any Network Day; and
- (f) details for the purposes of the service of notices on the Network User pursuant to the Agreement.

4.3 Delivery Points and Receipt Points

As regards paragraphs 4.2(a) and (b), it is possible that a Network User will wish to deliver Gas to AGN through multiple/different Receipt Points that vary over the term of the Agreement or require AGN to deliver Gas through multiple/different DPs that will vary over the term of the Agreement. In this case, the Specific Terms and Conditions will describe how those Receipt Points and DPs will be determined and identified from time to time over the term of that Agreement.

In the case of Network Users who wish to be able to deliver Gas through multiple/different DPs that vary over the time, AGN expects that the User DPs will be defined as those DPs in respect of which the Network User is the FRO (financially responsible organization) under the Retail Market Procedures.

4.4 MDQ

As regards paragraph 4.2(e), the MDQ for a User DP will be determined by negotiation between AGN and the Network User. If no MDQ has been or is agreed for a User DP, then the MDQ will be determined by AGN acting reasonably, having regard to historical data about the Quantities of Gas delivered through the relevant User DP and any other factors AGN considers relevant.

4.5 Negotiated Services

A Negotiated Service is a Network Service that is different from the Network Services described in sections 2.2 and 2.3 of this document.

If a Network User or a Prospective Network User requires a Network Service on terms and conditions that differ in any way to the General Terms and Conditions, then the Network User or Prospective Network User requires a Negotiated Service.

The terms and conditions on which AGN will provide a Negotiated Service (including the price or tariff for that Negotiated Service) will be determined through negotiation between AGN and the Network User who requires that Negotiated Service, or in default of agreement, through dispute resolution in accordance with Chapter 6 of the National Gas Law.

The terms and conditions on which AGN will provide a Negotiated Service will be the same as the General Terms and Conditions to the extent that the General Terms and Conditions are appropriate and applicable to the Negotiated Service requested by the Network User or Prospective Network User.

Once the terms and conditions of a Negotiated Service have been agreed or determined through dispute resolution in accordance with Chapter 6 of the National Gas Law, AGN and the Network User will sign a document to evidence those terms and conditions.

The document will comprise the Specific Terms and Conditions, the General Terms and Conditions (to the extent that they apply to the Negotiated Service) and a schedule setting out the terms and conditions applicable to that Negotiated Service (as agreed or determined through dispute resolution).

The schedule is known as the Special Terms and Conditions and will show how the terms and conditions applicable to the Negotiated Service differ from the General Terms and Conditions.

4.6 Pre-Conditions to Network Services

A Prospective Network User that requires a Network Service must satisfy a number of pre-conditions before AGN is required to provide that Network Service. These pre-conditions are as follows:

- (a) the Network User must satisfy AGN that the Network User meets the requirements of AGN's Network User Policy;
- (b) the Network User must satisfy AGN that the Network User is registered under the Rules as a registered participant in the relevant registrable capacities; and
- (c) the Network User must execute a written agreement setting out or incorporating the terms and conditions on which AGN is to provide the Network User with the Network Service.

4.7 Network User Policy

AGN will not be required to provide Network Services to a Network User, or Prospective Network User, who does not meet the requirements of AGN's Network User Policy. The Network User Policy requires that:

- (a) a Network User must be resident in Australia or have a permanent establishment in Australia;
- (b) (if the Network User is incorporated or constituted under any law other than the Corporations Act 2001) the Network User must have provided AGN with a legal opinion in form and substance satisfactory to AGN that confirms:
 - (i) the due incorporation and good standing of the Network User;
 - (ii) the legal capacity of the Network User to enter into and perform the Agreement between the Network User and AGN; and
 - (iii) the due execution of that Agreement and the enforceability of that Agreement against the Network User;
- (c) the Network User must be capable of being sued in its own name in courts established under the laws of Queensland and other States;
- (d) the Network User must not enjoy any immunity from legal proceedings or legal process (including, but without limitation, any immunity from execution);
- (e) the Network User must have an acceptable credit rating or must maintain acceptable credit support;
- (f) the Network User must have the necessary financial capability to discharge its present and future obligations in relation to Network Services; and
- (g) the Network User must not be an externally-administered body corporate or insolvent under administration

(as defined in the Corporations Act 2001) or under a similar form of administration under any laws applicable to the Network User in any jurisdiction.

For the purposes of paragraph (e):

- (a) an acceptable credit rating is a rating of BBB or higher for long-term unsecured counterparty obligations of the entity, as rated by Standard & Poors (Australia) Pty Ltd (or such other rating as AGN may accept); and
- (b) acceptable credit support is:
 - (i) a bank guarantee, given by an Australian bank acceptable to AGN substantially in the form set out in Appendix 2 to the General Terms and Conditions, for an amount not less than AGN's reasonable estimate of three months average Charges (calculated by reference to a 12 month period);
 - (ii) a guarantee of the Network User's obligations given on terms and conditions acceptable to AGN by an entity acceptable to AGN that has an acceptable credit rating (as defined above); or
 - (iii) another form of credit support which AGN agrees to accept.

If the Network User provides AGN with credit support on the form of a bank guarantee (or any similar instrument), AGN may require the Network User to provide an increased or decreased amount of credit support where that is required to reflect increases or decreases in the Charges payable by the Network User or in AGN's reasonable estimate of three months' average Charges payable by the Network User.

5. REVIEW OF THIS DOCUMENT

AGN may review this document whenever it thinks fit from time to time. If AGN wishes to revise any of the terms of this document (including the description of the Network Services or the prices on offer for those Network Services or any of the terms and conditions of access to those Network Services), AGN may publish those revisions on its website.

If AGN publishes revisions to this document, those revisions will not affect any Agreement that was made prior to publication of those revisions, unless otherwise agreed between AGN and the Network User which is a party to that Agreement.

6. GLOSSARY

In this document, unless the contrary intention appears:

- (1) **'AEMO'** means Australian Energy Market Operator Limited (ABN 94 072 010 327).
- (2) **'AER'** or **'Regulator'** means the Australian Energy Regulator.
- (3) **'Agreement'** means the contract between AGN and a Network User for the provision of Network Services.
- (4) **'Ancillary Service'** means a Network Service described in section 2.3 of this document.
- (5) **'Ancillary Service Charge'** means the charge payable by the Network User under the Agreement for an Ancillary Service as calculated in accordance with the Agreement and the relevant Tariff Schedule from time to time.
- (6) **'Billing Period'** means a calendar month or such other period as AGN and the Network User may agree.
- (7) **'Brisbane Region'** (or **'Brisbane Zone'**) means the part of the Network in and around Brisbane and Ipswich, other than the area within the Riverview Zone.
- (8) **'Business Day'** means a day other than a Saturday, Sunday or public holiday in Queensland.
- (9) **'Claim'** means any claim of any nature whatsoever in connection with this Agreement, including:
 - (a) under or pursuant to an indemnity in the Agreement;
 - (b) as a result of any breach of the Agreement; or
 - (c) in tort or as a result of any negligence or any other breach of duty or as a result of any breach of any statutory duty or obligation connected with the Agreement, whether at common law or in equity.
- (10) **'Commercial DP'** has the meaning given to it in section 2.2.3 of this document.
- (11) **'Commercial Haulage Service'** means the Network Service that is described in section 2.2.3 of this document.
- (12) **'Consumer Connection Contract'** means a "customer connection contract" (as defined in the National Energy Retail Law) between AGN and a Shared Customer in respect of premises at which there is a User DP. A reference to a customer connection contract includes a reference to a customer connection contract taken to be entered into by AGN and a Shared Customer by operation of law.
- (13) **'Cost Pass Through Event'** means:
 - (a) a Regulatory Change Event;
 - (b) a Service Standard Event;
 - (c) a Tax Change Event;
 - (d) a Terrorism Event;
 - (e) a Retailer Insolvency Event;
 - (f) an Insurer Credit Risk Event;
 - (g) an Insurance Cap Event; and
 - (h) a Natural Disaster Event.
- (14) **'CPI'** means the Consumer Price Index (All Groups Weighted Average for the Eight Capital Cities) as published by the Australian Bureau of Statistics or its successor or, if that Consumer Price Index is not published for any reason, whatever alternative index AGN determines from time to time is reasonably equivalent to that Consumer Price Index.
- (15) **'Cubic Metre'**, in relation to Gas, means the amount of that Gas which, at Standard Conditions, would occupy a volume of one cubic metre.
- (16) **'Customer Connection Services'** means "customer connection services" (as defined in the National Energy Retail Law) for the premises of a Shared Customer which are the subject of a Customer

Connection Contract.

- (17) **'Cycle'**, in relation to a Demand DP, means the period between any two meter readings for that DP which are 30 days, or approximately 30 days, apart and, in relation to a Volume DP, means the period between any two meter readings for that DP which are 90 days, or approximately 90 days, apart.
- (18) **'Default Interest Rate'** means a rate of interest which is two per cent per annum higher than the Interest Rate.
- (19) **'Delivery Point'** or **'DP'** means a point on the Network at which Gas is, or is to be, delivered out of the Network.
- (20) **'Demand DP'** has the meaning given to it in section 2.2.2 of this document.
- (21) **'Demand Haulage Service'** means the Network Service that is described in section 2.2.2 of this document.
- (22) **'Distribution Licence'** means a distribution authority granted to AGN under the *Gas Supply Act 2003*, which authorises the operation of the Network or any part of it.
- (23) **'Distribution Services'**, in an Agreement, means Haulage Services, Ancillary Services, Customer Connection Services and any other services (including any Network Services) provided by AGN to the Network User under or in relation to that Agreement.
- (24) **'Distribution Service Charges'** means the charges payable by the Network User under the Agreement and any other charges that are 'distribution service charges' within the meaning of the National Gas Rules (as amended by the National Gas (Retail Support) Amendment Rules 2010).
- (25) **'Domestic Delivery Point'** or **'Domestic DP'** has the meaning given to it in section 2.2.1 of this document.
- (26) **'Domestic Haulage Service'** means the Network Service that is described in section 2.2.1 of this document.
- (27) **'FRO'** (or "**Financially Responsible Organisation**") has the meaning given in the Retail Market Procedures.
- (28) **'Gas'** means any "covered gas" as defined in the National Gas Law.
- (29) **'Gas Retailer'** means a person who is the holder of a retailer authorisation issued under the National Energy Retail Law in respect of the sale of gas.
- (30) **'General Terms and Conditions'** has the meaning given to it in section 4.1 of this document.
- (31) **'GJ'** means a gigajoule, which is 1,000 megajoules.
- (32) **'GST Act'** means the A New Tax System (Goods and Services Tax) Act 1999.
- (33) **'Haulage Service'** means the Commercial Haulage Service, the Demand Haulage Service or the Domestic Haulage Service.
- (34) **'Haulage Service Charges'** means the charges payable by the Network User under the Agreement for a Haulage Service as calculated in accordance with the Agreement and the relevant Tariff Schedule from time to time.
- (35) **'Independent Expert'** has the meaning given in clause 37 of the General Terms and Conditions.
- (36) **'Insolvency Event'** means the happening of any of the following events in relation to a party to an Agreement:
 - (a) an order is made that it be wound up or that a 'controller' (as defined in the Corporations Act 2001) be appointed to it or any of its assets;
 - (b) a resolution that it be wound up is passed;
 - (c) a liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
 - (d) an administrator is appointed to it or a resolution that an administrator be appointed to it is passed;

- (e) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors, in relation to a potential Insolvency Event in subparagraphs (a) to (d), or (f) to (g) occurring;
- (f) any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
- (g) it is insolvent within the meaning of Section 95A of the Corporations Act, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; or
- (h) it stops or suspends:
 - the payment of all or a class of its debts; or
 - the conduct of all or a substantial part of its business; or
- (i) if the party is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction; or
- (j) any other event happens under any law (including the laws of another jurisdiction) that has the same effect, or a substantially similar effect, as any of the events specified in the preceding paragraphs.

(37) **'Insurer Credit Risk Event'** means an event where:

- (a) an insurer of AGN becomes insolvent; and
- (b) as a result, in respect of an existing, or potential, claim for a risk that was insured by the insolvent insurer, AGN:
 - (i) is subject to a higher or lower claim limit or a higher or lower deductible than would have otherwise applied under the insolvent insurer's policy; or
 - (ii) incurs additional costs associated with self-funding an insurance claim, which would otherwise have been covered by the insolvent insurer.

(38) **'Insurance Cap Event'** means An event where:

- (a) AGN makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy;
- (b) AGN incurs costs beyond the relevant policy limit; and
- (c) the costs beyond the relevant policy limit increase the cost to AGN of providing any network Service.

For the purposes of this definition, AGN will be deemed to have made a claim on a relevant insurance policy if the claim is made by a related party of AGN in relation to any aspect of the Network or AGN's business.

(39) **'Interest Rate'** means the Commonwealth Bank of Australia corporate overdraft reference rate, as varied from time to time.

(40) **'Maximum Daily Quantity'** or **'MDQ'**, in relation to a DP, means the maximum Quantity of Gas which AGN agrees to deliver through that DP to or for the account of a Network User during any Network Day, as specified in, or determined in accordance with, the Specific Terms and Conditions and the General Terms and Conditions, or another agreement between the Network User and AGN or, if not agreed, as determined in accordance with section 4.4 of this document.

(41) **'Maximum Hourly Quantity'** or **'MHQ'**, in relation to a DP, means the maximum Quantity of Gas (in GJ) which AGN is obliged to transport and deliver to a particular Delivery Point on behalf of the User in any Hour (excluding Overruns), which is one twelfth of the MDQ unless otherwise agreed.

(42) **'Metering Installation'**, in relation to a User DP, means the meter and associated equipment and

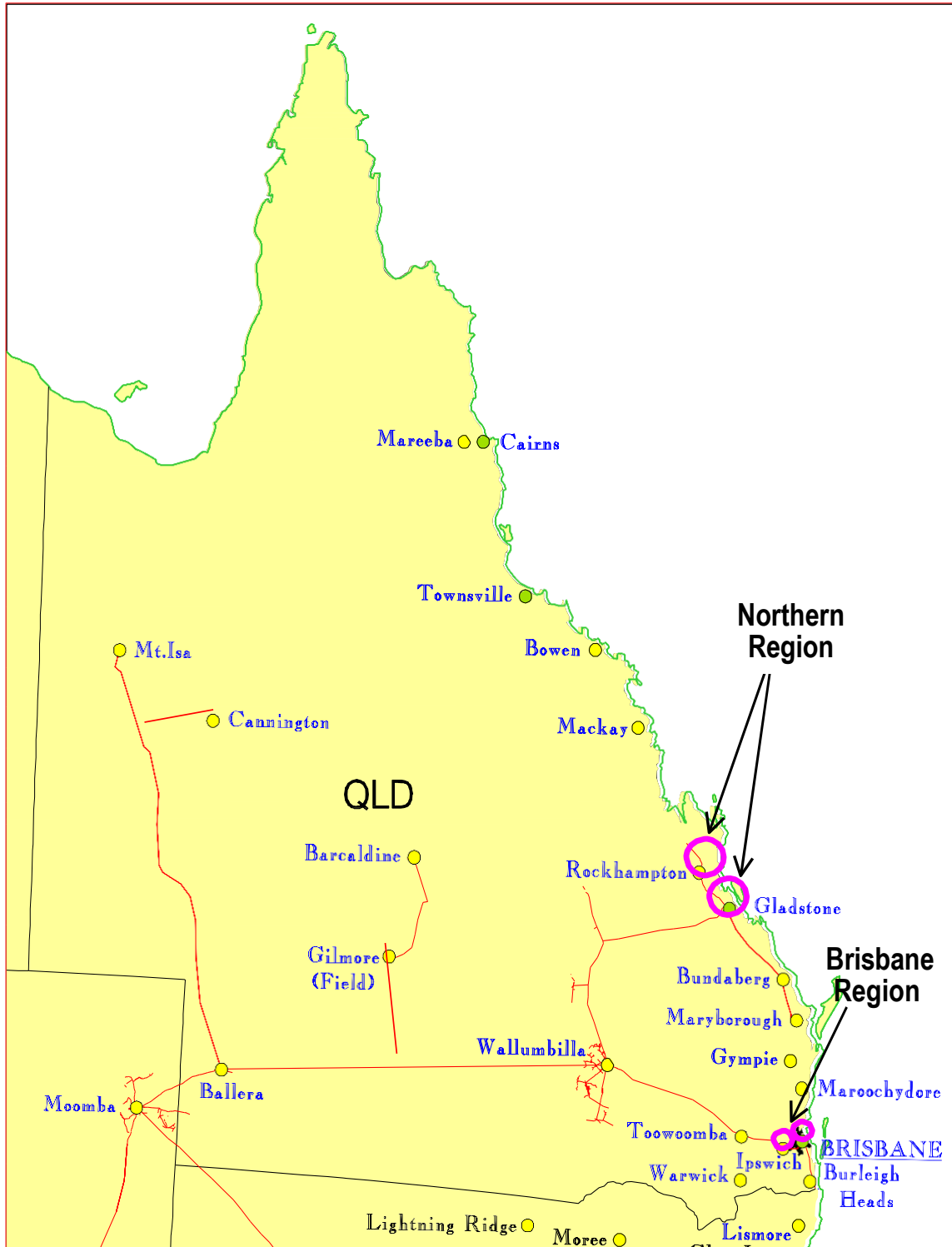
- installations (which may include correctors, regulators, filters, data loggers and telemetry relating to a DP) owned or operated by AGN at that User DP.
- (43) **'Metering Installation'**, in relation to a User Receipt Point, means the metering installation owned or operated by AGN at that User Receipt Point or, if AGN does not own or operate metering installation at that User Receipt Point, the metering installation provided by or on behalf of the Network User at that Receipt Point.
- (44) **'Metering Year'**, in relation to a DP, means the period between any two meter readings at that DP which are 12 months, or approximately 12 months, apart.
- (45) **'Natural Disaster Event'** means any natural disaster including but not limited to fire, flood or earthquake that increases the cost to AGN of providing any Network Service, provided the fire, flood or other event was not a consequence of the acts or omissions of AGN.
- (46) **'Negotiated Service'** means a Network Service of the type described in section 2.4 of this document.
- (47) **'NERL'** means the National Energy Retail Law.
- (48) **'NERR'** means the National Energy Retail Rules.
- (49) **'Network'** means the non-scheme pipeline known as the AGN Queensland Gas Distribution Network in the pipeline register under the National Gas Law.
- (50) **'Network Day'** has the same meaning as "gas day" in the Retail Market Procedures..
- (51) **'Network Service'** means a service provided by means of the Network.
- (52) **'Network User'** (in an Agreement) means the User that is a party to that Agreement.
- (53) **'Network User Policy'** means the policy set out in section 4.7 of this document.
- (54) **'Northern Region'** (or **'Northern Zone'**) means those parts of the Network in and around Gladstone and Rockhampton.
- (55) **'Overrun Rate'** in relation to a given Network Day, means the amount specified as the Overrun Rate in the Tariff Schedule applicable on that Network Day.
- (56) **'Planned Interruption'** means an interruption of the supply of Gas to the Network for:
- (a) the planned maintenance, repair or augmentation of the Network, including planned or routine maintenance of metering equipment; or
 - (b) the installation of a new connection or a connection alteration.
- (57) **'Prospective Network User'** means a person who seeks or who is reasonably likely to seek to enter into a contract for a Network Service and includes a Network User who seeks or may seek to enter into a contract for an additional Network Service.
- (58) **'Quantity of Gas'** means the quantity of Gas determined in accordance with the Agreement.
- (59) **'Receipt Point'** means a point on the Network at which Gas is, or is to be, received into the Network.
- (60) **'Regulator'** see "AER".
- (61) **'Regulatory Change Event'** means a change in a regulatory obligation or requirement that:
- (a) falls within no other category of Cost Pass Through Event; and
 - (b) substantially affects the manner in which AGN provides any Network Service; and
 - (c) materially increases or materially decreases the cost of providing any Network Service.

- (62) **‘Related Haulage Agreement’** (in an Agreement between AGN and a Network User) means any other agreement between AGN and that Network User under which AGN delivers, or is to deliver, Gas to or for the account of that Network User.
- (63) **‘Relevant Tax’** means any royalty, duty, excise, tax, impost, levy, fee or charge (including, but without limitation, any goods and services tax) imposed by the Commonwealth of Australia, any State or Territory of Australia, any local government or statutory authority or any other body (authorised by law to impose such an impost, tax or charge) on or in respect of the Network (or any part of it) or on or in respect of the operation, repair, maintenance, administration or management of the Network (or any part of it) or on or in respect of the provision of any Network Service (other than:
- (a) income tax and capital gains tax;
 - (b) stamp duty, financial institutions duty and bank accounts debits tax;
 - (c) penalties, charges, fees and interest on late payments, or deficiencies in payments, relating to any tax; or
 - (d) any tax that replaces or is the equivalent of or similar to any of the taxes referred to in paragraphs (a) or (b) (including any State equivalent tax).
- (64) **‘Retail Market Procedures’** means the retail market procedures made by AEMO from time to time under section 91M of the National Gas Law and which apply to or in relation to the Network.
- (65) **‘Retailer Insolvency Event’** has the meaning set out in the National Gas Rules as in force from time to time (but as if the phrase “during an access arrangement period” was deleted).
- (66) **‘Riverview Zone’** means the Riverview industrial area, being the area depicted in Annexure B.
- (67) **‘Rules’** means the National Gas Rules under the National Gas Law.
- (68) **‘Service Standard Event’** means a legislative or administrative act or decision that:
- (a) has the effect of:
 - (i) substantially varying the manner in which AGN is required to provide any Network Service; or
 - (ii) imposing, removing or varying minimum service standards applicable to any Network Service; or
 - (iii) altering the nature or scope of any Network Service provided by AGN; and
 - (b) materially increases or materially decreases the cost to AGN of providing any Network Service.
- (69) **‘Shared Customer’** means any person from time to time who has, or has had, a contract or other arrangement with a User to purchase Gas delivered through a User DP and any person from time to time who is or has been liable to pay for that Gas under the NERL. In this definition, a reference to a contract or other arrangement includes a reference to a deemed contract or arrangement that came into operation, or comes into operation, under the NERL.
- (70) **‘Specific Terms and Conditions’** means the specific terms and conditions as described in section 4.1 (and, in relation to an Agreement between AGN and a Network User, means the Specific Terms and Conditions which form part of that Agreement).
- (71) **‘Standard Conditions’** means a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kilopascals.
- (72) **‘Start Date’**, in relation to an Agreement, means the date on which AGN commences, or is to commence, providing Network Services to a Network User pursuant to that Agreement as specified in, or determined in accordance with, the Specific Terms and Conditions.
- (73) **‘Sub-Network’** means any part of the Network that is physically discrete from the remainder of the Network (in the sense that, having regard to the physical configuration of the Network and the flow of Gas within the Network, it is physically impossible to transport Gas delivered at a User Receipt Point on that part of the Network to DPs on the remainder of the Network).
- (74) **‘Tariff Schedule’** means the relevant tariff schedule published on AGN’s website.
- (75) **‘Tax Change Event’** - a tax change event occurs if any of the following occurs for AGN:

- (a) change in a Relevant Tax, in the application or official interpretation of a Relevant Tax, in the rate of a Relevant Tax, or in the way a Relevant Tax is calculated;
 - (b) the removal of a Relevant Tax;
 - (c) the imposition of a Relevant Tax; and
 - (d) in consequence, the cost to AGN of providing any Network Service are increased or decreased.
- (76) **'Term'**, in relation to an Agreement, means the period on and from the Start Date of that Agreement up to, and including, the date on which the Agreement terminates in accordance with its terms.
- (77) **'Terrorism Event'** means an act (including, but not limited to, the use of force or violence or the threat of force or violence) of any person or group of persons (whether acting alone or on behalf of, or in connection with, any organisation or government), which:
- (a) from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and
 - (b) increases the cost to AGN of providing any Network Service.
- (78) **'TJ'** means a terajoule, which is 1,000 gigajoules.
- (79) **'Unaccounted for Gas' or 'UAFG'** means the difference between the Quantity of Gas received into the Network and delivered out of the Network, over a specified period of time. This difference includes Gas that is lost due to leakage or other actual losses and discrepancies in the Quantities of Gas due to meter inaccuracies, variations of temperature and/or pressure, and other variants.
- (80) **'Unplanned Interruption'** means an interruption of the supply of Gas to the Network to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of Gas through the Network, and includes:
- (a) an interruption in circumstances where, in the opinion of AGN, the Network, or any installation downstream of the Network, poses an immediate threat of injury or material damage to any person, any property or the Network;
 - (b) an interruption in circumstances where:
 - (i) there are health or safety reasons warranting an interruption;
 - (ii) an emergency warranting an interruption; or
 - (iii) AGN is required to interrupt supply at the direction of a relevant authority; or
 - (c) an interruption to shed demand for Gas because the total demand for Gas at the relevant time exceeds the total supply available; or
 - (d) an interruption to restore supply to a gas consumer.
- (81) **'Upstream Operator'** means the operator of a transmission pipeline, a distribution network or other facility through which Gas is delivered to any Receipt Point.
- (82) **'User'** means a person who has a current contract for a Network Service or, where there has been an arbitration, has an entitlement to a Network Service.
- (83) **'User DP' (or "User Delivery Point")**, in relation to an Agreement, means each DP identified as a User DP in or by reference to the Specific Terms and Conditions which form part of that Agreement.
- (84) **'User Receipt Point'**, in relation to a Network User, means a Receipt Point through which Gas is delivered, or is to be delivered, to or for the account of that Network User, as specified in, or determined in accordance with, the Specific Terms and Conditions.
- (85) **'Volume DP'** means a Commercial DP or a Domestic DP.
- (86) **'Volume of Gas'** means volume in Cubic Metres.
- (87) **'Year'** means any period of 12 consecutive months.

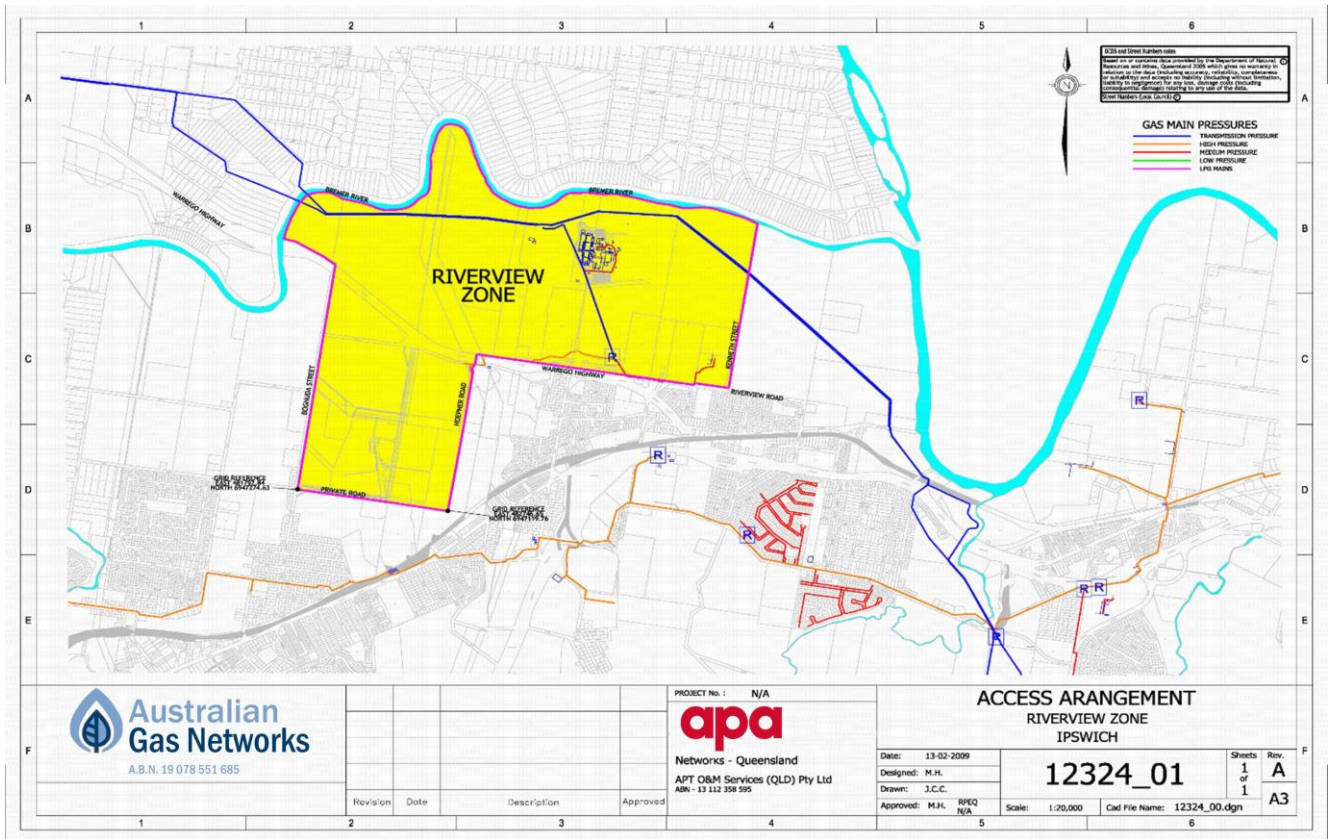
ANNEXURE A

Map of the Queensland Gas Distribution Network



ANNEXURE B

Map of the Riverview Zone



ANNEXURE C

Ancillary Services

	B2B JOB CODE	CHARGING CODE	SHORT DESCRIPTION	LONG DESCRIPTION
	AML	LOCKPLUG	Attach locks/Plugs to Meter for Debt	As per Short Description
	AHS	AHSAMEDY	Same Day premium charge	Ancillary Service provided on the same Business Day as requested. This charge is in addition to any other applicable charge for the Ancillary Service that has been requested.
	DSD	DSDMTOFF	Disconnect service in street for debt/cut-off service in street	The Network User requests AGN Disconnect a User DP by undertaking a disconnection of supply, intended to be longer term due to non-payment of outstanding account by Customer.
	IMFX	INCMFX	Incomplete Meter Fix	This charge is payable where the Network Service known as Meter Fix (MF X) (being the service where a meter is installed at a property connected to an existing gas main and service pipe) cannot be carried out or completed on the scheduled appointment date because the relevant Customer's site is not ready, there is no access to site, appliances have not been installed or the Network User has not provided the information required by AGN to perform the service.
	MAP	ALTMTRCU	Alter Meter Position	To be used when a Customer is requesting the relocation of an existing gas meter to a new position. Any quoted charge is subject to revision once the Customer's Site is inspected.
	MAP	ALTMTRQU	Alter Meter Position – Quotation not Accepted	To be used when a Customer has requested the relocation of an existing gas meter to a new position, but has chosen not to proceed.
	MFXA	MTRFIXRE	Meter Fix – Fault Rectified	As per Short Description
	MHA/MRT	ACCINVDO / MRTHACC	High Account Investigation	As per Short Description

	B2B JOB CODE	CHARGING CODE	SHORT DESCRIPTION	LONG DESCRIPTION
	MRC	MRCMTOFF	Remove second meter & reconfigure outlet	Where a Customer has multiple meter(s) at a premise and wishes to merge fittings line to a single meter, the code MRC is requested against each MIRN where a meter is to be removed. This will result in the removal of the meter and deregistration of corresponding MIRN. The fitting line will be consolidated from the obsolete meter(s) to ensure continued supply to all appliances at the property. The single meter will remain unchanged unless a subsequent service order is raised against the MIRN. Note: Consolidating the fitting line is normally done by the Customer's own Plumber.
	MRF	GASMTRRF	Meter Refix	As per Short Description
	MRM	MRMMTOFF	Meter Remove	As per Short Description
	MTN	MTRTRNON	Meter Turn On	As per Short Description
	NOACCESS	NOACCESS	No Access (gas meter)	<p>This charge is applicable where the field crew or other personnel assigned by AGN to provide the services cannot gain access to the Customer's premises at the time arranged with the Network User or Customer, or where no specific time has been arranged, then cannot gain access by such time on the relevant day the service is to be provided as AGN determines is required to enable the effective and safe provision of that service. This charge only applies where the reason that the field crew or other personnel cannot gain access to the Shared Customer's premises was within the control of the Shared Customer and not within the control of AGN or the field crew or other personnel assigned by AGN to provide the services.</p> <p>For clarity, this charge applies in the case of Ancillary Services (other than Special Meter Readings and Meter Fixes). In the case of Special Meter Readings, clause 35.6 of the General Terms and Conditions applies. In the case of Meter Fixes, the correct charge is INCMFX.</p>
	OTH	OTHESERV	Other	This code is used where no other code is applicable. Not to be used as work around for system or process problems.
	OTH	OTHMIC	Cross Meter Investigations	As per Short Description
	????	????	Pressure Change Request	If the Network User (or Shared Customer) requests a change in gas pressure and may involve a change to the regulator.

	B2B JOB CODE	CHARGING CODE	SHORT DESCRIPTION	LONG DESCRIPTION
	RML	RMVLKPLU	Remove Locks/Plugs to Meter for Debt	As per Short Description
	RSD	RSDMTON	Reconnect service in street after cut-off	If the Network User requests AGN to reconnect a User DP which has been Disconnected in the manner described in service "DSD".
	RSR	RSRSALT	Relocate service pipe	This Code is used where AGN is requested to relocate the service or "Inlet" pipework servicing a User DP.
	SDR	DSDMTOFF	Service Pipe Removal	Used to request the "permanent" removal or disconnection of the service pipe from the property. This should only occur after a Service Order for MRM (Remove Meter) has been requested as the Meter should have been removed prior to the receipt of the SDR or in conjunction with the SDR Request. (Two separate Service Orders)
	USR	USRSALT	Upgrade service request	Used when the increased gas load requires a larger capacity of service line to be installed. The successful completion of this For Business Customers - requires Shipper Form to be completed (ie a similar process to new connections).
	SRF	MTRSFR	Special Final Read - Metro	As per Short Description
	SRR	MTRSRR	Special Reference Read - Metro	As per Short Description
	SRT	MTRSRT	Special Transfer Read - Metro	As per Short Description
	SRM	MTRSMT	Special Monthly Read - Metro	As per Short Description
	SRA	MTRSRA	Special Account Investigation – Metro (AM/PM)	This is payable where an appointment for AGN to read a Meter in a metropolitan area is requested by the Network User or Customer. The charge is payable in addition to any other charge payable under this Agreement to read the Meter. The charge is payable in consideration of AGN agreeing to a morning or afternoon appointment time. AGN will, acting reasonably, determine whether a Meter is to be regarded as being in a metropolitan area.

	B2B JOB CODE	CHARGING CODE	SHORT DESCRIPTION	LONG DESCRIPTION
	????	????	Upgrade Meter Size Request	??????

ANNEXURE D

Specific Terms and Conditions

Network User¹
User Receipt Points The Receipt Points identified in, or identified in accordance with, Schedule 1 to these Specific Terms and Conditions (as that Schedule may be amended from time to time by agreement in writing between the Network User and Australian Gas Networks Limited (AGN)).
User Delivery Points [Each Delivery Point in respect of which the Network User is or becomes the FRO (financially responsible organization) (as defined in the Retail Market Procedures) from time to time, whilst the Network User is or remains the FRO for that Delivery Point.] ²
Start Date [The date of execution of this Agreement or, if the Network User is not then registered as a retailer for the gas market of Queensland under the National Gas Rules, such later date as the Network User becomes registered as a retailer for the gas market of Queensland (provided that the Start Date cannot occur after the end of the Term).]
Term [Commencing on the Start Date and ending on [*****] (or such other date as agreed between the Network User and AGN) (or, if the Agreement is terminated earlier, the period from the Start Date until the date on which the Agreement is terminated).] ³
MDQ For a User Delivery Point which is a Demand Delivery Point, the MDQ is: <ul style="list-style-type: none">(a) the MDQ shown in relation to that User Delivery Point in Attachment 1 to these Specific Terms and Conditions; or(b) if the MDQ is not shown in that Attachment, the MDQ as agreed between AGN and the Network User; or(c) if no MDQ has been or is agreed for that User DP, the MDQ as determined by AGN, in accordance with, or determined in the manner set out in, the Services and Tariff Guide (as defined below) (in either case, as increased or decreased from time to time in accordance with the General Terms and Conditions (as defined below) or as otherwise agreed from time to time between the Network User and AGN).

¹ Insert the name and ABN of the Network User.

² Amend as appropriate to define the Delivery Points to which Gas is to be delivered.

³ Amend as appropriate to describe the Term.

Notice Details (for the Network User)

Address:

Telephone:

Facsimile:

E-mail:

Provisions of Agreement

This document evidences that Australian Gas Networks Limited ABN 19 078 551 685 (**AGN**) and the Network User have entered into a haulage agreement (**the Agreement**) for the provision of Network Services on and subject to the terms of the Agreement, which comprises:

- (a) the Specific Terms and Conditions set out in this document;
- (b) the terms and conditions set out in the document entitled “Australian Gas Networks Limited – AGN Queensland Gas Distribution Network – Services and Tariff Guide – May 2024” (“**the Services and Tariff Guide**”) (including, but without limitation, the pre-conditions set out in sections 4.6 and 4.7 of the Services and Tariff Guide); and
- (c) the General Terms and Conditions as defined in the Services and Tariff Guide.

Unless the context otherwise requires, terms used in the Agreement will have the meanings given to them in the Glossary (“**the Glossary**”) set out in section 6 of the Services and Tariff Guide.

This document may be executed in counterparts. When taken together, the counterparts will form one document.

EXECUTED as an agreement

SIGNED for and on behalf of
AUSTRALIAN GAS NETWORKS LIMITED
(ABN 19 078 551 685) by its duly Authorised
Representative:

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness
(BLOCK LETTERS)

.....
Name of Authorised Representative
(BLOCK LETTERS)

.....
Date

SIGNED for and on behalf of)
[*****])
(ABN ** *** ***) by its duly Authorised)
Representative in the presence of:)

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness
(BLOCK LETTERS)

.....
Name of Authorised Representative
(BLOCK LETTERS)

.....
Date

ANNEXURE D cont'd

SCHEDULE 1

USER RECEIPT POINTS

Receipt Point	Zone	Location
Gladstone (Breslin Street)	Northern	Outlet of Breslin St meter station
Murrarie	Brisbane	Inlet to Murrarie meter station
Riverview (Ipswich)	Riverview	Insulating flange upstream of Riverview meter station
Redbank (Ipswich)	Brisbane	Outlet of Redbank meter station
Rockhampton (North side)	Northern	Outlet of Parkhurst meter station
Rockhampton (South side)	Northern	Outlet of Wandal meter station

ANNEXURE D cont'd

ATTACHMENT 1

MDQs for DEMAND DELIVERY POINTS

This Annexure lists the User Delivery Points at the Start Date that are Demand Delivery Points at the Start Date and shows the MDQ for those User Delivery Points as at the Start Date. The User Delivery Points are the Delivery Points located at the address as shown in the table below, which has been assigned the MIRNs shown in the table below (where MIRN has the meaning given to it in the Retail Market Procedures).

No.	Customer	MIRN	Address	MDQ (in GJ)

ANNEXURE E

General Terms and Conditions