

## APPENDIX 1 - DEFINITIONS AND INTERPRETATION

### 1 INTERPRETATION

#### 1.1 Definitions

Expressions used in the Access Arrangement and any Service Agreement have the following meanings, unless the context otherwise requires:

**Account Establishment Charge** has the meaning in item 3(b) of the Sixth Schedule of the General Terms and Conditions;

**Access Arrangement** means the document entitled "Access Arrangement - Goldfields Gas Pipeline" comprising clauses 1 to 11 and all appendices and schedules to that document, as may be amended or revised from time to time, and as is approved by the Regulator under the Code;

**Accumulated Imbalance** has the meaning in clause 7.2(b) of the General Terms and Conditions;

**Accumulated Imbalance Charge** has the meaning in item 5(b) of the Sixth Schedule of the General Terms and Conditions;

**Accumulated Imbalance Tolerance** has the meaning in clause 7.2(c) of the General Terms and Conditions;

**Application for Service Contract Variation** has the meaning in clause 6.10(a) of the Access Arrangement;

**Annual Account Management Charge** has the meaning in item 3(c) of the Sixth Schedule of the General Terms and Conditions;

**Authority** means the Economic Regulation Authority established under the *Economic Regulation Authority Act 2003 (WA)*<sup>1</sup>;

**Bare Transfer** has the meaning in clause 20.6(a) of the General Terms and Conditions;

**Billing Period** means the period from 8:00 am on the first calendar day in one Month up to 8:00 am on the first calendar day in the next Month unless the parties otherwise agree in writing;

**Bill Rate** means, on any Business Day, the 90 Business Day domestic dealer's bill rate as published in the *Australian Financial Review* on the last Business Day of the preceding Month, or if that rate is not published, then the rate

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<sup>1</sup> New ERA Act.

agreed by the parties or, if either party is a defaulting party, as determined by the non-defaulting party in good faith to be representative of the domestic dealer's bill rate on that Business Day;

**Business Day** means any day on which banks are open for business in Perth;

**Capacity** means the capacity of the Pipeline, as determined from time to time by GGT for the Pipeline as configured and subject to the operating conditions in effect at the time, which is available for the transmission of Gas between an the Inlet Point and an Outlet Point;

**Capacity Reservation Charge** is calculated in accordance with clause 9.4(b) of the General Terms and Conditions;

**Capacity Reservation Tariff** has the meaning in item 1 of the Sixth Schedule of the General Terms and Conditions;

**Code** means the National Third Party Access Code for Natural Gas Pipeline Systems, as adopted by the Natural Gas Pipelines Access Agreement dated 7 November 1997 between the Commonwealth, State and Territory Governments and as enacted in Western Australia by the *Gas Pipelines Access (Western Australia) Act 1998* (WA)<sup>2</sup>;

**Commencement Date** means the date for commencement of the Service as specified in the applicable Service Agreement;

**Common Stream Gas User** has the meaning respectively in clauses 11.1(b) and 11.2(b) of the General Terms and Conditions;

**Conditions** means the conditions to apply to the Service referred to in clause 8.2 of the Access Arrangement;

**Connection Charge** means the amount payable by a User to enable Inlet Facilities and Outlet Facilities to be connected to the Pipeline pursuant to item 3(a) of the Sixth Schedule of the General Terms and Conditions;

**Corporations Act** means the *Corporations Act 2001* (Cth)<sup>3</sup>;

**CPI** means the Consumer Price Index (All Groups Weighted Average of Eight Capital Cities) as published by the Australian Bureau of Statistics for any Quarter and if such Index ceases to be published, any official replacement index published by the Australian Bureau of Statistics and, in the absence of any official replacement index, an index nominated by GGT which is prepared

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<sup>2</sup> Drafting for consistency of references to statutes

<sup>3</sup> Corporations Law is now the *Corporations Act*.

and published by a Governmental Authority<sup>4</sup> or independent third party and which most closely approximates the Consumer Price Index;

**Cubic Metre** or **m<sup>3</sup>** means the amount of Gas which will occupy a volume of one cubic metre when such Gas is at a temperature of 15°C and at a pressure of 101.325 kPa;

**Daily Imbalance** has the meaning in clause 7.2(a) of the General Terms and Conditions;

**Daily Overrun Charge** has the meaning in item 5(c) of the Sixth Schedule of the General Terms and Conditions;

**Daily Overrun Quantity** has the meaning in clause 7.3(a) of the General Terms and Conditions;

**Date of Service Agreement** means the date of acceptance by GGT of an Order Form signed by or on behalf of the User;

**Developable Capacity** means the difference between the Capacity and the capacity which would be available if additions of plant and/or pipeline were made, but does not include any extension of the geographic range of a Service;

**direct losses** has the meaning in clause 18.2 of the General Terms and Conditions;

**Effective Date** means the date on which the Access Arrangement comes into effect, as specified by the Regulator;

**Enquiry Form** means an enquiry for use of the Reference Service completed in the form of Appendix 2.1 of the Access Arrangement and submitted by a Prospective User under clause 6.1 of the Access Arrangement;

**Existing Contracts** means all contracts for the provision of Gas transportation services whether or not in conjunction with other services entered into before the Effective Relevant<sup>5</sup> Date;

**Firm Service** has the meaning in clause 4.1 of the Access Arrangement and is as described in clause 4 of the General Terms and Conditions;

**Firm Service Reserved Capacity** means that part of the Capacity which has been contracted for Firm Service and for the avoidance of doubt excludes the Initial Committed Capacity<sup>6</sup>;

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<sup>4</sup> Use of new definition

<sup>5</sup> Refer new definition of Relevant Date.

<sup>6</sup> Refer paragraph 711 (Amdt.1).

**Force Majeure** means an event or circumstance beyond the reasonable control of the Owners, GGT or the User, as the case may be, which results in or causes a failure by such party in the performance of any obligations imposed on it by the Agreement notwithstanding the exercise by such party of due diligence but excluding any measures which are not economically feasible to the party, and shall include but shall not be limited to acts of God, earthquakes, floods, storms, tempests, washaways, fire, explosions, breakage of or accident to machines, pipelines, or associated equipment, nuclear accidents, acts of war, acts of public enemies, riots, civil commotions, strikes, lockouts, stoppages, pickets, industrial boycotts, restraints of labour or other similar acts (whether partial or general) acts or omissions of the Commonwealth of Australia or the State, shortages of labour or essential materials, reasonable failure to secure contractors, delays of contractors or factors due to overall world economic conditions or factors due to action taken by or on behalf of any ~~government or g~~Governmental ~~a~~Authority<sup>7</sup>;

**Gas** means natural gas meeting the Gas Specification, and Non-Specification Gas knowingly accepted for receipt as Non-Specification Gas by GGT pursuant to clause 10 of the General Terms and Conditions;

**Gas Day** means a period of 24 consecutive hours, beginning and ending at 8:00 am. When referring to a particular Gas Day the date of that Gas Day shall be the date on which that Gas Day begins;

**Gas Specification** means the inlet gas specification set out in the Fourth Schedule of the General Terms and Conditions and any amendments to the Fourth Schedule of the General Terms and Conditions subsequently approved by the Regulator;

**General Terms and Conditions** means:

- (a) in the Access Arrangement - the General Terms and Conditions forming Appendix 3 to the Access Arrangement, as amended from time to time with the approval of the Regulator; and
- (b) in a Service Agreement - those General Terms and Conditions forming Appendix 3 to the Access Arrangement as applicable at the Date of Service Agreement (with such variation as may occur under its terms during the Term) or as are otherwise varied by agreement of the parties;

**GGP Act** means the *Goldfields Gas Pipeline Agreement Act 1994* (WA);

**GGP Agreement** means the agreement scheduled to the GGP Act;

**GGT** has the meaning in clause 1.1 of the Access Arrangement;

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<sup>7</sup> Use of new definition

**GGTJV** means the unincorporated joint venture between the Owners known as the Goldfields Gas Transmission Joint Venture;

**GJ** means one Gigajoule and is equal to one thousand MJ;

**Governmental Authority** means a government, governmental authority or department, statutory authority, administrative authority or regulatory agency;<sup>8</sup>

**Gross Heating Value** expressed in MJ/m<sup>3</sup> means the energy produced by the complete combustion of one Cubic Metre of Gas with air, at a temperature of 15°C and at an absolute pressure of 101.325 kPa, with the Gas free of all water vapour, the products of combustion cooled to a temperature of 15°C and the water vapour formed by combustion condensed to the liquid state;

~~**GST** has the meaning in clause 9.11(g) of the General Terms and Conditions;~~<sup>9</sup>

~~**GST Rate Change** has the meaning in clause 9.11(h) of the General Terms and Conditions;~~<sup>10</sup>

**Hourly Overrun Charge** has the meaning in item 5(d) of the Sixth Schedule of the General Terms and Conditions;

**Hourly Overrun Quantity** has the meaning in clause 7.4(a) of the General Terms and Conditions;

**Individual Share** means the Owners' respective interests, ~~for from~~<sup>11</sup> the time being, in the GGTJV which at the date of acceptance of an Order Form will be notified to the User by GGT;

**Initial Committed Capacity** has the meaning in subclause (3) of clause 8 of the GGP Agreement and for the avoidance of doubt such capacity may from time to time be utilised or unutilised<sup>12</sup>;

**Initial Customers Agreements** means:

- (a) any agreements of the kind referred to in subclause (1) of clause 8 of the GGP Agreement by which each Joint Venturer reserved to itself, for such period and on such terms as the Joint Venturers agreed, access to such of the transmission capacity of the Pipeline as it requires for the transmission of such gas as each Joint Venturer or its associates (as defined in the GGP Agreement) may require;

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<sup>8</sup> New definition to simplify extensive listing of entities.

<sup>9</sup> Now not required – see clause 9.10 of GT&C.

<sup>10</sup> Now not required – see clause 9.10 of GT&C.

<sup>11</sup> Typo corrected.

<sup>12</sup> Refer paragraph 711 (Amdt. 1).

- (b) any commitments procured under subclause (2) of clause 8 of the GGP Agreement by which Third Parties (as defined in the GGP Agreement and including (but not limited to) any one or more of the Joint Venturers, acting independently of the other Joint Venturers and outside the scope of the joint venture between them) gave binding commitment to purchase transmission capacity on terms and conditions acceptable to the Joint Venturers; and
- (c) any amendments, modifications, restatements or substitutions to each of the foregoing, including by way of any assignment or novation, made prior to the Relevant Date.<sup>13</sup>

**Inlet Facilities** ~~has the meaning~~ means the facilities described in the First Schedule of the General Terms and Conditions;<sup>14</sup>

**Inlet Point** means the point at which the User delivers Gas to GGT, being the flange on the outlet or downstream side of the Inlet Facilities where the Pipeline connects to the Inlet Facilities;

**Insolvency Event** means the happening of any of these events:

- (a) a party (being a natural person) becomes bankrupt or in any way takes advantage of or seeks relief under any statute relating to bankruptcy or the relief of debtors; or
- (b) an application is made to a court for an order or an order is made that a body corporate be wound up, or a body corporate resolves to wind itself up, or otherwise dissolve itself or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved; or
- (c) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order; or
- (d) a meeting is convened or a resolution is passed to appoint an official manager in respect of a body corporate; or
- (e) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or

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<sup>13</sup> Refer paragraph 34 and 711 (Amdt. 1).

<sup>14</sup> Consequential on changes to First Schedule of GT&C.

- (f) a body corporate is, or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 585 of the Corporations Law~~Act~~<sup>15</sup>; or
- (g) a party becomes an insolvent under administration as defined in section 9 of the Corporations Law~~Act~~<sup>16</sup> or action is taken which could result in that event; or
- (h) any execution or other process of any Court or authority is issued against or levied upon any material part of the body corporate's property or assets; or
- (i) a receiver or receiver and manager or controller (as defined in the Corporations Law~~Act~~<sup>17</sup>) of the undertaking or any material part of the undertaking of a body corporate is appointed or any steps are taken for such appointment by any person; or
- (j) an administrator of a body corporate is appointed or the board of directors of a body corporate passes a resolution or convenes a meeting for the purpose of considering a resolution to the effect of that specified in section 436A(1) of the Corporations Law~~Act~~<sup>18</sup>; or
- (k) a body corporate fails (as defined by section 459F of the Corporations Law~~Act~~<sup>19</sup>) to comply with a statutory demand; or
- ~~(l) application is made to a Court for an order in respect of a body corporate under section 246AA of the Corporations Law~~Act~~; or<sup>20</sup>~~
- ~~(m)~~<sup>(l)</sup> anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

**Interest Rate** means the Bill Rate plus two percentage points;

**Investigations** has the meaning in clause 6.4(d) of the Access Arrangement;

**Joint Venturers** has the meaning in the GGP Agreement and at the Relevant Date means the Owners and includes their respective predecessors in title;<sup>21</sup>

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<sup>15</sup> Reference to new definition.

<sup>16</sup> Reference to new definition.

<sup>17</sup> Reference to new definition.

<sup>18</sup> Reference to new definition.

<sup>19</sup> Reference to new definition.

<sup>20</sup> Section has been repealed

<sup>21</sup> Used in definition of "Initial Customers Agreements".

**Joule** or **J** means the amount of work done when the point of application of a force of one ~~N~~ewton is displaced a distance of one metre in the direction of the force;

**kPa** means one kiloPascal and is equal to one thousand Pascals absolute;

**Liabe Party** has the meaning in clause 18.2 of the General Terms and Conditions;

**Maximum Daily Quantity** or **MDQ** means the maximum quantity of Gas per Gas Day which GGT has agreed, subject to the Service Agreement, to accept receipt of at ~~an~~the Inlet Point from the User or to deliver at an Outlet Point to the User as is:

(a) \_\_\_\_\_ specified in the Order Form; and

(b) \_\_\_\_\_ is varied under clause 7.3(d) of the General Terms and Conditions.<sup>22</sup>

**Maximum Hourly Quantity** or **MHQ** means the maximum quantity of Gas per hour which GGT has agreed to accept receipt of at an Inlet Point from the User or to delivery at an Outlet Point to the User and is determined as the Maximum Daily Quantity divided by 24 and multiplied by 1.2;

**Measurement Variance** means the difference in the total quantity of Gas measured at the Inlet Point and the total quantity of Gas measured at the Outlet Point(s) (taking into account Used Gas and changes in linepack) due solely to the measurement inaccuracies within the prescribed limits of accuracy of the meters as set out in the Third Schedule of the General Terms and Conditions;

**MJ** means one ~~M~~megajoule and is equal to one million Joules;

**Month** means the period beginning on the first Gas Day of a calendar month and ending at 8:00 am on the first Gas Day of the next calendar month;

**Negotiated Service** has the meaning in clause 4.2 of the Access Arrangement;

**Negotiated Service Reserved Capacity** means that part of the Capacity which has been contracted for Negotiated Service and for the avoidance of doubt excludes the Initial Committed Capacity;<sup>23</sup>

**New User** has the meaning in clause 20.6(a) of the General Terms and Conditions;

**Non-Specification Gas** means substances with one or more characteristics outside the limits defined in the Gas Specification;

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<sup>22</sup> Drafting

<sup>23</sup> Refer paragraph 34 and 711 (Amdt. 1).



**Order Form** means an order form and any documents incorporated into the Order Form completed in the form of Appendix 2.2 of the Access Arrangement and submitted by a Prospective User under clause 6.3 of the Access Arrangement, which when completed and signed by GGT is an acceptance of that offer and forms part of the Service Agreement;

**Outlet Facilities** ~~has the meaning in the facilities described in the Second Schedule of the General Terms and Conditions and means the facilities nominated by the User and not rejected by GGT under clause 6.4 of the General Terms and Conditions;~~

**Outlet Point** means the point at which GGT delivers Gas to the User, being the flange on the outlet or downstream side of the Outlet Facilities as specified in the Order Form;

**Owners** has the meaning in clause 1.3 of the Access Arrangement;

**Pascal** has the same meaning as in regulation 35 of the *National Measurement Regulations (Commonwealth)*;

**party** means GGT (in its capacity as agent for each of the Owners) and the User, respectively;

**Pipeline or Goldfields Gas Pipeline**<sup>24</sup> means the Pipeline as defined in Pipeline Licence 24 issued under the *Petroleum Pipelines Act 1969 (WA)*, being the pipeline or pipeline system for the transmission of natural gas from the North-West of Western Australia into the inland Pilbara and Goldfields regions, together with all structures for protecting or supporting the pipeline or pipeline system and associated facilities for the compression of gas, the maintenance of the pipeline and the inlet and outlet of gas and all fittings, appurtenances, appliances, compressor stations, scraper stations, mainline valves, telemetry systems (including communication towers) works and buildings used in connection with the pipeline or pipeline system and includes any extension or enlargement thereto and includes the lateral pipeline to Newman;

**Pipeline Capacity Notice** means a notice published from time to time by GGT advising the availability of Spare Capacity in the Pipeline;

**Pre-existing Contractual Right** has the meaning in section 2.25 of the Code and the date referred to therein as the "date the proposed Access Arrangement was submitted (or required to be submitted)" for the purposes of the Access Arrangement is the Relevant Date and for avoidance of doubt includes any contractual right (other than an Exclusivity Right (as defined in the Code) which arose on or after 30 March 1995) in existence prior to the Relevant Date

<sup>24</sup> Both expressions are used

as evidenced by the Initial Customers Agreements and the Existing Contracts;<sup>25</sup>

**Prospective User** means a person who seeks access to the Pipeline for the purposes of transporting Gas;

**PJ** means one Petajoule and is equal to one thousand TJ;

**Quantity Variation Charges** are as described in item 5 of the Sixth Schedule of the General Terms and Conditions;

**Quarter** means a period of 3 Months commencing on the first day of the Months of July, October, January and April and **Quarterly** has a corresponding meaning;

**reasonable and prudent pipeline operator** means a person, firm or body corporate who, in the conduct of its undertaking, exercises that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the same type of undertaking under the same or similar circumstances and conditions in accordance with applicable laws, regulations and standards, and any reference to the **standard of a reasonable and prudent pipeline operator** shall mean such degree of diligence, prudence and foresight;

**Reference Service Agreement** means an agreement between the Owners and the User for the provision of the Reference Service, which arises under and in accordance with the Access Arrangement and is constituted by:

- (a) the executed and accepted Order Form;
- (b) any Conditions that may apply (whether on the Order Form or otherwise); and
- (c) the General Terms and Conditions;

**Regulator** means in respect to the Code the Relevant Regulator for Western Australia, ~~being which:~~

- (a) up to 31 December 2003 was the Western Australian Independent Gas Pipelines Access Regulator; and
- (b) from 1 January 2004 is the Authority<sup>26</sup>.

**Regulatory Change Event** means:

- (a) the introduction of new or revised or procedural requirements other than those applying to Service Providers on the Relevant Date,

<sup>25</sup> Refer paragraph 34 and 711 (Amdt. 1).

<sup>26</sup> To reflect changes to Regulator.

including from the introduction of retail gas contestability in Western Australia; or

(b) changes to the GGP Act, GGP Agreement, *Gas Pipelines Access (Western Australia) Act 1998* (WA), the Code or the *Economic Regulation Authority Act 2003* (WA); or

(c) the introduction of new or revised requirements under the Code which are more complex than those applying at 30 September 2004

which affect the management and operation of the Pipeline and have a material financial impact on GGT.

**Related Body Corporate** in relation to a body corporate, means a body corporate that is related to the first mentioned body by virtue of section 50 of the Corporations Law Act<sup>27</sup>;

**Relevant Date** means 17 November 2004 <sup>28</sup>

**SCADA** means the supervisory control and data acquisition system for data gathering, monitoring and controlling of the Pipeline operations;

**Schedule** means a schedule to the General Terms and Conditions;

**Section 6 Dispute** means a dispute notified to the Regulator under section 6 of the Code;

**Service Agreement** means a Reference Service Agreement;

**Service Period** means the period from the Commencement Date until the Termination Date;

**Service** ~~or Reference Service~~ means:

(a) a Firm Service; or

(b) a Negotiated Service, ~~the transportation service provided by means of the Pipeline, as described in clause 4 of the Access Arrangement and clause 4 of the General Terms and Conditions;~~

~~**Spare Capacity** means:~~

~~the difference between the Capacity and the Firm Service Reserved Capacity; plus the difference between the Firm Service Reserved Capacity and the Firm Service Reserved Capacity being used; and~~

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<sup>27</sup> Reference to new definition.

<sup>28</sup> See definitions of "Initial Committed Capacity" and "Existing Contracts" and s.2.25 of the Code. means the date of resubmission to the Regulator of the Access Arrangement.

~~(b) will only include the Initial Committed Capacity and the Firm Service Reserved Capacity to the extent that it does not deprive any person of an existing contractual right;<sup>29</sup>~~

Spare Capacity means at any time the aggregate of:

- (a) any difference between:
- (1) the Capacity; and
  - (2) the total of:
    - (A) the Firm Service Reserved Capacity;
    - (B) the Negotiated Service Reserved Capacity; and
    - (C) the Initial Committed Capacity; plus
- (b) any difference between:
- (1) the Firm Service Reserved Capacity; and
  - (2) the Firm Service Reserved Capacity not then being used; plus
- (c) any difference between:
- (1) the Negotiated Service Reserved Capacity; and
  - (2) the Negotiated Service Reserved Capacity not then being used; plus
- (d) any difference between:
- (1) the Initial Committed Capacity; and
  - (2) the Initial Committed Capacity not then being utilised
- to the extent that this does not deprive any person of a Pre-existing Contractual Right<sup>30</sup>.

**SQO Nomination Form** has the meaning in clause 4 of the General Terms and Conditions;

**State** means the State of Western Australia;

**Statement of Tariffs and Charges** means the applicable list of tariffs and charges for the provision by GGT of the Service;

**Supplementary Quantity Option** or **SQO** has the meaning in clause 4 of the General Terms and Conditions;

<sup>29</sup> Refer paragraph 34 and 711 (Amdt. 1).

<sup>30</sup> Refer paragraph 34 and 711 (Amdt. 1).

**Supplementary Quantity Option Charge** has the meaning in item 4 of the Sixth Schedule of the General Terms and Conditions;

**Surety** has the meaning in clause 9.4312(a) of the General Terms and Conditions;<sup>31</sup>

**Tax Change Event** means:

- (a) the introduction of new or increased Taxes other than those applying to Service Providers on 31 December 2004;
- (b) the reduction in the level of Taxes below the level assumed by GGT in deriving the Transportation Tariff; and
- (c) the removal of any Taxes other than those applying to Service Providers on 31 December 2004 and where:
  - (1) those Taxes are exogenous;
  - (2) the amounts involved are material; and
  - (3) the detriment or benefit (as the case may be) to GGT is significant.

**Taxes** means taxes, charges, levies, duties, imposts and fees imposed or levied by, or payable to a Governmental Authority<sup>32</sup>.

**Tax Pass Through Notice** means a written notice to the Regulator referred to in clause 5.3(d) of the Access Arrangement.<sup>33</sup>

**Terminated Capacity** has the meaning in clause 16.3(a) of the General Terms and Conditions;

**Termination Date** means the date for termination of the Service as specified in the applicable Order Form, as such date may be extended from time to time;

**Term of the Agreement** means the period from the Date of Service Agreement until the Termination Date<sup>34</sup>, subject to early termination pursuant to clauses 3.2(d), 3.3, 16.1 or 17.4 of the General Terms and Conditions;

**Throughput Charge** is calculated in accordance with clause 9.4(c) of the General Terms and Conditions;

**Throughput Tariff** has the meaning in item 1 of the Sixth Schedule of the General Terms and Conditions;

<sup>31</sup> Consequential on deletion of old clause 9.9 of GT&C.

<sup>32</sup> New definition to shorten extensive listing of types of taxes.

<sup>33</sup> Refer use in clause 5.3(d) of Access Arrangement.

<sup>34</sup> Typo corrected.

**TJ** means one Terajoule and is equal to one thousand GJ;

**Toll Charge** is calculated in accordance with clause 9.4(a) of the General Terms and Conditions;

**Toll Tariff** has the meaning in item 1 of the Sixth Schedule of the General Terms and Conditions;

**Transferred Capacity** has the meaning in clause 20.6(a) of the General Terms and Conditions;

**Transportation Charges** means charges as determined in clause 9 of the General Terms and Conditions;

**Transportation Tariff** means the transportation tariff applicable under the Service Agreement;

**Used Gas** means Gas used, consumed or lost by GGT acting as a reasonable and prudent pipeline operator in the operation of the Pipeline, including Measurement Variance, instrument gas, compressor fuel, line loss and Gas which has been vented;

**Used Gas Charge** has the meaning in item 2 of the Sixth Schedule<sup>35</sup> of the General Terms and Conditions;

**User** means the person who has a current Service Agreement for Services<sup>36</sup>

**Variance Charge** has the meaning in item 5(e) of the Sixth Schedule of the General Terms and Conditions;

**Variance Quantity** has the meaning in clause 7.5(a) of the General Terms and Conditions;

**Variance Tolerance** has the meaning in clause 7.5(b) of the General Terms and Conditions;

**Year** means a period commencing at 8:00 am on the Commencement Date or, thereafter, each anniversary of the Commencement Date and ending at 8:00 am on the 1st anniversary of the Commencement Date or, thereafter, each subsequent anniversary of the Commencement Date;

## 1.2 Definitions - Arithmetic Operations and Mathematical Functions

In the Access Arrangement and any Service Agreement:

+ denotes addition;

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<sup>35</sup> Drafting

<sup>36</sup> Corrects use of definition.

- denotes subtraction;
- x denotes multiplication;
- / denotes division;

parentheses ( ) define the hierarchy of arithmetic operations; and

**abs** denotes the absolute value function.

### 1.3 Definitions in Other Documents

Except if defined elsewhere in the Access Arrangement and then only to the extent of any inconsistency, words defined in the Code have the same meaning when used in the Access Arrangement.

Except if the context requires otherwise, words which are defined in any part of the Access Arrangement (including the preceding clauses of this Appendix 1 or in the General Terms and Conditions) have the same meaning where used in any other part of the Access Arrangement.

### 1.4 Interpretation

In the Access Arrangement and any Service Agreement, unless the context otherwise requires:

- (a) a reference to a clause or part is a reference to a clause or part of the document in which the reference appears;
- (b) the singular includes the plural and vice versa;
- (c) references to any statute, regulation, standard, instrument or by-law includes all statutes, regulations, standards, instruments and by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (d) references to any agreement, deed, instrument, or publication includes all amendments or supplements to, or replacements or novations of, that agreement, deed, instrument or publication;
- (e) headings and boldings are inserted for convenience only and shall not affect the interpretation of the Agreement;
- (f) expressions referring to writing shall be construed as including references to words printed, type-written, facsimiled or otherwise traced, copied or reproduced;
- (g) references to "dollars" and "\$" are references to Australian dollars;
- (h) terminology used to describe units shall be, unless otherwise stated, in accordance with Australian Standard AS1000-1979 "The International

System of Units (SI) And Its Application", the *National Measurement Act 1960* ~~(Cwth)~~(Cth)<sup>37</sup> and Regulations thereunder and the Australian Gas Association booklet titled "Metric Units And Conversion Factors For Use In The Australian Gas Industry";

- (i) a reference to a party shall include a reference to its successors in title and permitted assigns;
- (j) an agreement, representation or warranty on the part of two or more Users binds them jointly and severally or if given in favour of the Owners or GGT may be enjoyed by the Owners jointly, severally or jointly and severally;
- (k) where a term is defined in an Order Form it shall, unless the contrary intention is expressed, bear that same meaning in the Agreement;
- (l) references to a quantity or volume of Gas are, unless the contrary intention is expressed, references to the equivalent energy content of that quantity or volume of Gas; and
- (m) references to time are references to the time in the State.

## 1.5 Precedence of Documents

If there is any conflict, discrepancy, error or omission between the documents comprising the Agreement, then unless otherwise agreed between the User and the Owners, the documents shall rank in order of interpretative precedence as follows:

- (a) Order Form;
- (b) General Terms and Conditions; and
- (c) Access Arrangement.

## 1.6 Applicability of Standards and Codes

Wherever references are made in the Agreement to Australian Standards or codes, the edition or revision of the standards or codes current on the Date of Service Agreement shall apply.

## 1.7 Interpretation of Standards and Codes

If there is any conflict between standards and codes referred to in the Service Agreement (or parts thereof) GGT shall determine which standard or code shall govern.

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<sup>37</sup> Consistency of references to statutes



## 1.8 GGT acts as agent for Owners

GGT is the agent for each of the Owners in proportion to its Individual Share and is not a party to the Service Agreement in its personal capacity. All:

- (a) rights expressed to arise under the Service Agreement in favour of GGT; and
- (b) obligations expressed under the Service Agreement to be performed by GGT,

are not personal to GGT, and are held and performed by GGT as agent for and on behalf of the Owners.

## 1.9 GGT acts for Owners

All consents, reports, communications, notices, approvals or other action to be given under the Service Agreement must be made, received or taken by GGT in either its own name, the name of the GGTJV or in the name of the Owners. In dealing with the Owners, the User must deal only with GGT.

## 1.10 Obligations of Owners Several

Each Owner is liable for the performance of the obligations of GGT under the Service Agreement, but only to the extent of a portion of such liability equal to its Individual Share and that liability is several, not joint nor joint and several.

## 1.11 Notice of changes

GGT must notify the User promptly of any change in the Individual Shares of the Owners. Until such notification is given, the User must deal with GGT and the Owners as if no such change had occurred.