



GOLDFIELDS GAS PIPELINE

ACCESS ARRANGEMENT

**Submitted to the
Independent Gas Pipelines Access Regulator
Western Australia**

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GOLDFIELDS GAS PIPELINE CONTACT DETAILS

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INTRODUCTION

Completed in 1996, the Goldfields Gas Pipeline is the sole conduit for delivery of natural gas from the vast offshore gas fields in the north west of Western Australia to the mineral rich, inland regions of the State. Gas is delivered to outlets along the length of the pipeline, primarily for use in electricity generation facilities associated with mining and minerals processing.

In all cases, the transportation service required by users of the Goldfields Gas Pipeline is for transportation of gas on a firm basis from the pipeline's inlet. There are no other gas sources located along the route of the pipeline. It is anticipated that this will continue to be the service required by all or most of the users of the pipeline. Accordingly, the Reference Service offered by Goldfields Gas Transmission Pty Ltd (Manager of and Service Provider for the Goldfields Gas Pipeline) (**GGT**) is a Firm Service. In accordance with the *Gas Pipelines Access (Western Australia) Act 1998* this Access Arrangement sets out terms and conditions for the Reference Service.

Should a user or Prospective User of the Goldfields Gas Pipeline have unique or special needs, GGT is most willing to discuss the provision of Negotiated Services. Negotiated Services would be specially developed to suit such special or unique needs.

Prospective pipeline users are encouraged to discuss their gas transportation needs with GGT so that, if necessary, new or varied services may be developed to meet users' requirements.



1 ACCESS ARRANGEMENT

1.1 Access Arrangement

This document is an [proposed*] Access Arrangement lodged by Goldfields Gas Transmission Pty Ltd, ACN 004 273 241 (**GGT**) with, [and approved by,**] the Regulator under the Code.

1.2 Reference Service

This Access Arrangement sets out the policies, terms and conditions applying to provision of a Reference Service in the Goldfields Gas Pipeline the current route of which is shown on the maps contained in Attachment No. 1.

1.3 Ownership and Management of Pipeline

The Pipeline is owned by an unincorporated joint venture comprising:

- Southern Cross Pipelines Australia Pty Limited, ACN 084 521 997 whose Individual Share is 62.664%;
- Southern Cross Pipelines (NPL) Australia Pty Ltd, ACN 085 991 948 whose Individual Share is 25.493%; and
- Duke Energy WA Power Pty Ltd, ACN 058 070 689 whose Individual Share is 11.843%

(collectively the **Owners**).

1.4 Service Provider

The Pipeline is operated by GGT for and on behalf of each of the Owners and GGT is the Service Provider under the Code.

2 INTERPRETATION

2.1 Definitions and Interpretation

The definitions and interpretation provisions set out in Appendix 1 form part of this Access Arrangement.

* delete when approved

** remove brackets when approved



3 TERM AND REVIEW

3.1 Term

This Access Arrangement Period comes into effect on the Effective Date. The Access Arrangement Period or term of the Access Arrangement will expire on the later of:

- (a) five years after the Effective Date; or
- (b) the Revisions Commencement Date.

3.2 Review of Access Arrangement

In accordance with of clause 3.17 of the Code:

- (a) the Revisions Submission Date is four and one half years after the Effective Date; and
- (b) the Revisions Commencement Date is the later of five years after the Effective Date or when the revised Access Arrangement is approved by the Regulator.

3.3 Other Reviews

GGT may conduct a review of this Access Arrangement at any time, including if any of the following events occur:

- (a) a Pipeline Extension which is subject to this Access Arrangement is undertaken;
- (b) there is a material or significant change in the market, economic, political or general regulatory conditions or circumstances from those which, at the Effective Date, are forecast and assumed will exist for the duration of this Access Arrangement;
- (c) there is a change in the provisions or administration of any Act or other law, including the Code or the *Trade Practices Act 1974 (Cwth)*, which necessitates a review of this Access Arrangement;
- (d) any other event occurs which requires this Access Arrangement to be updated or amended under any other provision of this Access Arrangement;
or
- (e) GGT believes it has reason to make a change to this Access Arrangement.

This Access Arrangement has been prepared on the state of knowledge at the Effective Date of the proposed commencement of a goods and services tax (GST). GGT may conduct a review of this Access Arrangement if the application or effect



of the goods and services tax, in practice, is different from the application described in clause 9.11 of the General Terms and Conditions

3.4 Lodge Amended Access Arrangement

GGT will lodge an amended Access Arrangement if that is required as a result of conducting the reviews referred to in this clause.

4 SERVICES POLICY

4.1 Reference Service - Firm Service

- (a) Since the commencement of the transportation services through the Pipeline, the only service that has been sought by the current users has been a firm Service. It is unlikely that this requirement will change in the future. On this basis the Reference Service offered by GGT is a Firm Service.
- (b) Subject to there being sufficient Spare Capacity in the Pipeline GGT will make available to Prospective Users the Reference Service for the receipt of Gas at the Inlet Point, the transmission of Gas to, and the delivery of Gas at agreed Outlet Point(s) as more particularly described in clause 4 of the General Terms and Conditions.
- (c) Whilst every reasonable endeavour will be made by GGT to provide a Firm Service it cannot guarantee supply.

4.2 Negotiated Services

- (a) Should any User or Prospective Users wish to request other transportation services in the future which are different to the Reference Service, GGT is prepared to consider the development of Negotiated Services to meet that person's specific requirements. Negotiated Services will be provided at tariffs and under terms and conditions negotiated in good faith.
- (b) No provision of this Access Arrangement necessarily limits or circumscribes the terms and conditions which may be negotiated for the provision of one or more of these services.



5 REFERENCE SERVICE TARIFF POLICY

5.1 Transportation Tariff for Reference Service

GGT will make available the Reference Service at the Transportation Tariff as set out in clause 9 of the General Terms and Conditions, as varied in accordance with the provisions of this clause 5.

5.2 Reference Service Tariff Policy

The Transportation Tariff has been determined having regard to:

- (a) the Reference Tariff Principles described in section 8 of the Code where the rate of return used in setting the Transportation Tariff is commensurate with the business risks taken in development of the Pipeline in accordance with the GGP Act;
- (b) recovery of actual and forecast Pipeline costs and efficient capital and operating costs and a commercial rate of return; and
- (c) a Net Present Value tariff determination methodology.

5.3 Variation of Transportation Tariff

Except as expressly provided in the Service Agreement, the Transportation Tariff will be adjusted in accordance with clause 9 of the General Terms and Conditions.

6 APPLICATION FOR SERVICE

6.1 Enquiry for Service

A Prospective User that wishes to apply to use the Reference Service must complete and supply the following particulars on, and information with, the Enquiry Form, execute and date the Enquiry Form and deliver it to GGT:

- (a) the Prospective User's name and address and ACN/ARBN (if applicable);
- (b) the estimated Commencement Date and expected Termination Date for the Service and any proposed options for extension of the Term of the Agreement;
- (c) proposed Outlet Point(s);
- (d) the anticipated MDQ at the Inlet Point and at each Outlet Point for each Year of the proposed Service Agreement;
- (e) any special requirements requested by the Prospective User;

-
- (f) the legal status of the Prospective User, its legal capacity including whether it is acting as trustee or as agent for any person and, creditworthiness of the Prospective User or its beneficiaries or principals as the case may be, and providing such information concerning the foregoing as GGT may require; and
 - (g) if applicable, an indication of its preparedness to contribute reasonable costs towards Investigations and Developable Capacity .

6.2 Response to Enquiry Form

Within 15 Business Days of the date of receipt of the Enquiry Form, GGT will provide the Prospective User with an assessment of the availability of capacity to satisfy the request for Service, including a statement of Spare Capacity and Developable Capacity, the Conditions to apply to the Service and a statement of proposed tariff components and charges that will apply to the Service requested in the Enquiry Form, including the:

- (a) Toll Tariff;
- (b) Throughput Tariff;
- (c) Capacity Reservation Tariff;
- (d) Connection Charge(s);
- (e) Account Establishment Charge;
- (f) Annual Account Management Charge;
- (g) Amount of bond/security sum; and
- (h) any other charges under the Service Agreement pertaining to the proposed Service.

6.3 Completed Order Form

If following receipt of the response in clause 6.2 the Prospective User wishes to proceed the Prospective User shall deliver to GGT within 10 Business Days a completed and executed Order Form which:

- (a) repeats the information referred to in clause 6.1 along with any changes in particulars or requirements which may have occurred since the date the Enquiry Form was submitted; and
- (b) contains all the particulars and tariff components and charges described in clause 6.2.

6.4 Advice of Capacity

Within 30 Business Days of the receipt by GGT of the Prospective User's completed and executed Order Form in accordance with clause 6.3, GGT shall advise the Prospective User in writing:

- (a) that Spare Capacity exists to satisfy the request for the Service; or
- (b) that Spare Capacity does not exist to satisfy the request for the Service; or
- (c) a proposed schedule for the provision of Developable Capacity capable of being installed by GGT to satisfy the request for Service and any charges that may apply for the provision of Developable Capacity; or
- (d) that investigations are required to be undertaken prior to responding to the request (including a description of the nature of the investigations, the expected programme for completing those investigations and an indicative cost of those investigations that the Prospective User may be required to meet in respect of the investigations) (**Investigations**).

6.5 Conditions Precedent

It is a condition precedent to GGT accepting a completed and executed Order Form that:

- (a) sufficient Spare Capacity is available; or
- (b) if sufficient Spare Capacity is not available:
 - (1) GGT has determined that it is technically feasible and economically viable to install Developable Capacity to provide the Service by the Commencement Date; and
 - (2) the Prospective User has indicated its preparedness to contribute reasonable costs towards Investigations and Developable Capacity;
- (c) the Inlet Point and each Outlet Point has or will have sufficient capability to accommodate the requested Service;
- (d) the gas to be delivered into the Pipeline by the Prospective User will comply with the Gas Specification;
- (e) the legal status, legal capacity and creditworthiness of the Prospective User complies with the reasonable requirements of GGT;
- (f) the Prospective User is, or will be, to GGT's reasonable satisfaction, in a position to meet its obligations under the Service Agreement and throughout the Term of the Agreement; and
- (g) the Prospective User agrees to comply with the requirements of the First, Second and Third Schedules of the General Terms and Conditions.



6.6 Acceptance of an Order Form

Subject to clause 6.7, GGT must accept a completed and executed Order Form submitted to GGT pursuant to clause 6.3:

- (a) if there is sufficient Spare Capacity available; or
- (b) if sufficient Spare Capacity is not available and:
 - (1) GGT has determined that it is technically feasible and economically viable to install Developable Capacity to provide the Service by the Commencement Date; and
 - (2) the Prospective User has indicated its preparedness to contribute reasonable costs towards Investigations and Developable Capacity.

6.7 Notice of Non-Compliance

If in the reasonable opinion of GGT the completed and executed Order Form does not comply with clause 6.3 or the conditions precedent prescribed by clause 6.5 are not satisfied, GGT must give the Prospective User within 14 days a notice of non-compliance including reasonable details and information regarding the non-compliance and, if applicable, based on current commitments of Capacity, indicating when any Spare Capacity and Developable Capacity may be available.

6.8 Amended or Rejected Order Form

- (a) Within 30 days of GGT issuing any notice pursuant to clause 6.7, the Prospective User may issue a notice of its intention to amend the Order Form failing which the Order Form is deemed to be rejected and the Prospective User's priority for allocation of Capacity is lost. The parties may agree to amend the Order Form.
- (b) If an amended Order Form under clause 6.8(a) is materially different from the original Order Form, and if, due to the amendment, GGT would be unable to provide the Service to a Prospective User whose Order Form has a date of priority subsequent to the original Order Form, then:
 - (1) if it is reasonable to construe the amended Order Form as a combination of an original Order Form and a notional supplementary Order Form, the original Order Form retains its priority pursuant to clause 7 and the notional supplementary Order Form has priority pursuant to clause 7 based on the date the amendments are received by GGT;
 - (2) otherwise, the original Order Form is deemed to be rejected and the amended Order Form has priority according to the date the amendments are received by GGT.



6.9 Execution of Service Agreement

- (a) GGT shall indicate its acceptance of an Order Form by executing and delivering the Service Agreement to the Prospective User, together with details of the likely Commencement Date, within 14 Business Days of its decision to provide the Service.
- (b) The Service Agreement may include an option or options to extend the Term of the Agreement for a period or periods set out in the Service Agreement. Any notification by the User to GGT that the User wishes to exercise the option shall be deemed to be a new application for the provision of the Service for the purposes of clause 6.1. The new application must satisfy the conditions precedent contained in clause 6.5.

6.10 Variation to MDQ and Term of the Agreement

- (a) At any time after the Commencement Date, a User may give written notice to GGT requesting amendments to the Service Agreement relating to:
 - (1) an increase in the MDQs to be applied after the Date of Service Agreement; or
 - (2) an extension to the Term of the Agreement.
- (b) GGT will consider any request made under clause 6.10(a) as a new Order Form and shall advise the User whether it will accept the request and what terms and conditions, including changes to tariffs and charges, if applicable, will apply. GGT will not accept any application if it does not comply with the requirements of clause 6.3 or does not satisfy the conditions precedent contained in clause 6.5. The request will be accorded priority under clause 7.1(e).

6.11 Variation of General Terms and Conditions

- (a) A Prospective User may seek variations of the General Terms and Conditions applicable to the Reference Service.
- (b) Such variations constitute a request for a service which differs from the standard service provided for by the Reference Service and hence will be treated as a request for a Negotiated Service for the purposes of this Access Arrangement. GGT will negotiate the tariffs and other terms and conditions for such a Negotiated Service with the Prospective User in good faith.



6.12 Confidential Information

GGT may require the Prospective User to undertake to keep confidential any information disclosed in the course of negotiations relating to the application in such form as GGT requires and as a condition precedent to negotiations.

7 QUEUING POLICY

7.1 Queuing Policy for Provision of Service

- (a) As between Prospective Users seeking a Reference Service, the priority for allocation of Spare Capacity and Developable Capacity will, in respect of the Services, be determined on a first come, first served basis when a completed and executed Order Form is received by GGT under clause 6.3 on the basis that an Order Form having an earlier receipt date will have priority over an Order Form having a later receipt date.
- (b) GGT will ensure that, as between Prospective Users, Order Forms are processed and Spare Capacity will be allocated in the order which reflects their priority or deemed priority under clause 7.1(a).
- (c) A Prospective User will cease to maintain its priority for allocation of Spare Capacity or Developable Capacity if:
 - (1) its Order Form is rejected pursuant to clause 6.8(a);
 - (2) its Order Form is rejected pursuant to clause 6.8(b)(2);
 - (3) the Prospective User withdraws its Order Form;
 - (4) fails to comply with the terms of the Service Agreement; or
 - (5) an Insolvency Event occurs in relation to the Prospective User.
- (d) If a Prospective User submits an amended application pursuant to clause 6.8, subject to clause 6.8(b), the amended application or notional supplementary application will have priority according to the date of receipt of the amendments by GGT.
- (e) If the User:
 - (1) exercises an option to extend the Term of the Agreement; or
 - (2) gives notice under clause 6.10 of its desire to increase the MDQs or extend the Term of the Agreement,

the exercise of the option or notice will be deemed to be a new application for Spare Capacity and Developable Capacity and the date GGT receives



notice of the exercise of the option or request for increase or extension will determine the priority accorded to the new application.

- (f) If Spare Capacity becomes available or Developable Capacity is provided, GGT will use all reasonable endeavours to notify Prospective Users of that Spare Capacity or Developable Capacity in an order and manner which has regard to the rights of Users under Existing Contracts.
- (g) The rights of any Prospective User under and the operation of this clause is subject to and conditional on GGT complying with and satisfying any legal or contractual obligations it has to provide additional Capacity under, or to extend the term of, an Existing Contract.

8 TERMS AND CONDITIONS FOR PROVIDING SERVICE

8.1 Terms of Reference Service

The terms and conditions on which the Reference Service is to be provided by GGT to a Prospective User are those contained in:

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

8.2 Conditions

- (a) GGT may notify a Prospective User that GGT is prepared to make available a Service subject to specified Conditions being satisfied as conditions precedent or observed as conditions subsequent.
- (b) The Conditions may relate to any matter reasonably required by GGT to protect or secure its position under any proposed Service Agreement, including:
 - (1) the occurrence of a defined event including installation and commissioning of Developable Capacity or third party equipment, processing facilities or infrastructure;
 - (2) a Performance Security being provided by the Prospective User, any of its Related Corporations or any other person on terms acceptable to GGT in order to satisfy the requirements of the request for Service; and
 - (3) copies of insurance policies or other evidence reasonably required by GGT being provided, which provide reasonable indication to GGT that the Prospective User has insurance policies sufficient to



satisfy the indemnities which the Prospective User will be required to provide under the proposed Service Agreement .

- (c) Unless the Prospective User notifies GGT to the contrary within 7 Business Days of receiving notice of the Conditions, the Prospective User is deemed to have accepted and agreed to be bound by the Conditions notified by GGT, which will form part of the Service Agreement.

8.3 Service Agreement

The Prospective User becomes bound to the Service Agreement and bound to satisfy or observe all Conditions:

- (a) in the case where Spare Capacity exists to satisfy the request for the Service, from the date that GGT becomes bound by the Service Agreement; and
- (b) in the case where Spare Capacity does not exist to satisfy the request for the Service and the Prospective User has indicated a preparedness to contribute reasonable costs towards Investigations and installation of Developable Capacity, from the date that GGT gives a notification.

8.4 Alternative Date of Agreement

Notwithstanding the foregoing, GGT and a Prospective User may agree on an alternative date for becoming mutually bound to a Service Agreement.

8.5 Toll and Capacity Reservation Tariff

The Toll Tariff and Capacity Reservation Tariff apply from the later of the Date of Service Agreement or satisfaction or waiver of any Conditions, in the nature of conditions precedent.

8.6 Dispute as to Terms

Any dispute as to the terms and conditions on which the Reference Service are to be provided may be resolved as a Section 6 Dispute.

9 TRADING POLICY

9.1 Rights to Transfer or Assign

A User's rights to transfer or assign all or part of its rights under a Service Agreement are set out in clause 20 of the General Terms and Conditions.



10 EXTENSIONS/EXPANSION POLICY

10.1 Extensions/Expansions

GGT will use all reasonable endeavours to extend or expand the Capacity of the Pipeline where the proposed extension or expansion:

- (a) is technically feasible and economically viable;
- (b) is consistent with the safe and reliable operation of the Pipeline;
- (c) receives all relevant regulatory approvals; and
- (d) has regard to good pipeline industry practice.

10.2 Investigations as to Developable Capacity

- (a) If:
 - (1) a request for Service (including any request for Service, the effect of which is to increase an existing User's MDQ or to request additional Capacity for an existing User) is lodged;
 - (2) Spare Capacity is not likely to become available in the reasonably foreseeable future, based on current commitments, to satisfy that request for Service; and
 - (3) that request for Service is reasonably likely to be satisfied by Developable Capacity, if provided

GGT will undertake such Investigations as are reasonably required to determine the nature, extent and approximate cost required to provide that Developable Capacity, subject to the payment by the Prospective User of the cost of those Investigations and the Prospective User committing to make an agreed contribution to the costs of installing the Developable Capacity.

- (b) GGT may of its own accord undertake investigations as to possible Developable Capacity from time to time.

10.3 Application of Arrangement to Pipeline Extension/Expansion

- (a) If GGT so elects and with the Regulator's consent, a pipeline extension or expansion will be subject to this Access Arrangement and will form part of the Pipeline for the purposes of this Access Arrangement.
- (b) If the nature of the pipeline extension or expansion is such that an amendment to this Access Arrangement is required, GGT will lodge an amended Access Arrangement with the Regulator.



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- (c) A pipeline extension or expansion which GGT elects, with the Regulator's consent, to be subject to this Access Arrangement, will become subject to this Access Arrangement:
 - (1) if an amendment to this Access Arrangement is required as a result, on the date on which approval by the Regulator of the amendment takes effect; or
 - (2) otherwise, on the date elected by GGT and consented to by the Regulator.

10.4 Pipeline Extension/Expansion and Tariffs

- (a) Pipeline extension or expansions will result in no change to the Reference Service Tariff applied to a User when those extensions or expansions have been fully funded by that User's capital contributions.
- (b) Incremental Users as defined in the Code which have not made capital contributions towards Incremental Capacity as defined in the Code which they use and which has been funded by others will be liable to pay for surcharges as allowed for in section 8 of the Code.
- (c) Pipeline extensions or expansions funded by GGT may result in the application of surcharges as allowed for in section 8 of the Code.

11 CAPACITY MANAGEMENT POLICY

11.1 Contract Carriage Pipeline

The Pipeline is a Contract Carriage pipeline as defined in Section 10.8 of the Code.



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;

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

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 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 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*;

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 clause 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 item 3(a) of the Sixth Schedule of the General Terms and Conditions;

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 and published by a government authority or independent third party and which most closely approximates the Consumer Price Index;

Cubic Metre or **m³** 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 Date;

Firm Service has the meaning 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;

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 governmental authority;

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;

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;

Gross Heating Value expressed in MJ/m³ 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;

GST Rate Change has the meaning in clause 9.11(h) of the General Terms and Conditions;

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 from the time being, in the GGTJV which at the date of acceptance of an Order Form will be notified to the User by GGT;

Inlet Facilities has the meaning in the First Schedule of the General Terms and Conditions;



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
- (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; or
- (g) a party becomes an insolvent under administration as defined in section 9 of the Corporations Law 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) 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; or



- (k) a body corporate fails (as defined by section 459F of the Corporations Law) 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; or
- (m) 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;

Joule or **J** means the amount of work done when the point of application of a force of one Newton 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;

Liable 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 Agreement, to accept receipt of at an Inlet Point from the User or to deliver at an Outlet Point to the User as is specified in the Order Form;

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 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

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;

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 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 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;

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 the Western Australian Independent Gas Pipelines Access Regulator;

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;

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 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:

- (a) the difference between the Capacity and the Firm Service Reserved Capacity; plus
- (b) the difference between the Firm Service Reserved Capacity and the Firm Service Reserved Capacity being used;

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;

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 9.13(a) of the General Terms and Conditions;

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, 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;

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 General Terms and Conditions;

User means the person who has a current Agreement for Services;



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;

- 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)* 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.

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.



APPENDIX 2.1 - ENQUIRY FORM

REFERENCE SERVICE

ENQUIRY FORM

TO: Goldfields Gas Transmission Pty Ltd
35 Ventnor Avenue
WEST PERTH WA 6005

1. PROSPECTIVE USER (Name): _____
2. ACN/ARBN (if applicable): _____
3. REGISTERED ADDRESS: _____

4. ESTIMATED COMMENCEMENT DATE: _____
5. EXPECTED TERMINATION DATE: _____
6. PROPOSED OUTLET POINT(S) (complete Attachment B).
7. ANTICIPATED MDQ for acceptance at Inlet Point (complete Attachment A).
8. ANTICIPATED MDQ to be delivered at Outlet Point (complete Attachment B).
9. ANY SPECIAL REQUIREMENTS REQUESTED BY PROSPECTIVE USER:

NOTE: Any requests for changes to the General Terms and Conditions or any other special conditions will make this an enquiry for a Negotiated Service.

10. ADDRESS AND CONTACT DETAILS OF PROSPECTIVE USER:

Contact Name: _____
Facsimile No: _____
E-Mail Address: _____
Phone No: _____



11. LEGAL STATUS, LEGAL CAPACITY AND CREDITWORTHINESS

The following documents are attached to and form part of this Enquiry Form as evidence of the Prospective User's legal status, legal capacity and creditworthiness.

12. COSTS OF INVESTIGATIONS/DEVELOPABLE CAPACITY

Signify by ticking appropriate box below whether or not the Prospective User is prepared, if required by GGT, to contribute reasonable costs towards the Investigations and Developable Capacity as referred to in clause 6.1(g) of the Access Arrangement.

Yes No

DATED the day of

SIGNED BY _____ [name of person signing, please print]

Signature _____

Office held _____

Address _____



**REFERENCE SERVICE
ENQUIRY FORM
ATTACHMENT A**

Maximum Daily Quantity (**MDQ**) for acceptance by GGT at the Yarraloola Inlet Point:

| | | MDQ (TJ/day) |
|---------------------|-----|-----------------|
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |



REFERENCE SERVICE
ENQUIRY FORM
ATTACHMENT B

(Complete a separate Attachment B for each Outlet Point)

Maximum Daily Quantity (**MDQ**) for acceptance by GGT at the following Outlet Point:

Outlet Point is: _____

Pipeline distance from Inlet Point: _____ km

| | | MDQ (TJ/day) |
|---------------------|-----|-----------------|
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |



APPENDIX 2.2 - ORDER FORM

REFERENCE SERVICE FIRM SERVICE ORDER FORM

TO: Goldfields Gas Transmission Pty Ltd
35 Ventnor Avenue
WEST PERTH WA 6005

1. USER (Name): _____
2. ACN/ARBN (if applicable): _____
3. REGISTERED ADDRESS: _____

4. COMMENCEMENT DATE: _____
5. TERMINATION DATE: _____
6. OUTLET POINT(s) (refer Attachment B). _____
7. MDQ for acceptance at Inlet Point (refer Attachment A).
8. MDQ to be delivered at Outlet Point (refer Attachment B).
9. CONNECTION CHARGE: \$ _____
10. ACCOUNT ESTABLISHMENT CHARGE: \$ _____
11. ANNUAL ACCOUNT MANAGEMENT CHARGE: \$ _____
12. TOLL TARIFF \$ _____
13. THROUGHPUT TARIFF \$ _____
14. CAPACITY RESERVATION TARIFF \$ _____
15. AMOUNT OF SECURITY SUM \$ _____
16. ADDRESS FOR SERVICE OF NOTICES:

GGT:

Goldfields Gas Transmission Pty Ltd
35 Ventnor Avenue
WEST PERTH WA 6005

USER:



17. SUPPORTING DOCUMENTS

The following documents that were attached to the Enquiry Form form part of this Order Form as evidence of the User's legal status, legal capacity and creditworthiness (as required by clause 6.5(e) of the Access Arrangement).

18. USER'S ACCESS TO GAS SUPPLIES AND DELIVERIES

The following documents form part of this Order Form as evidence of the User's ability to meet its obligations under the Service Agreement (as required by clause 6.5(f) of the Access Arrangement).

19. INVESTIGATION COSTS

Signify by ticking appropriate box below whether or not User is prepared, if required by GGT, to pay the reasonable costs of Investigations referred to in clause 6.4 of the Access Arrangement.

Yes No

20. DEVELOPABLE CAPACITY COSTS

Signify by ticking appropriate box below whether or not User is prepared, if required by GGT to contribute reasonable costs referred to in clause 6.6(b)(2) of the Access Arrangement.

Yes No

21. WARRANTY

The User warrants that all information provided to GGT relating to any Enquiry Form or this Order Form, or to satisfy any Conditions or under or for the purposes of a Service Agreement (including the information contained in any documents attached to and forming part of this Order Form) is true and accurate and is not misleading in any material way (whether by omission or otherwise).



22. ACCESS ARRANGEMENT BINDING

By signing and lodging this Order Form the User acknowledges and agrees that it has read and is bound by the terms and conditions of the Access Arrangement.

23. SERVICE AGREEMENT

If this Order Form is accepted by GGT and the User agrees or is deemed to have agreed to be bound by any Conditions notified under clause 6.2 of the Access Arrangement, the User is bound by the terms of the Service Agreement as constituted by:

- (a) this Order Form and all attachments to it;
- (b) any Conditions notified by GGT (whether on this Order Form or otherwise); and
- (c) the General Terms and Conditions.

DATED the day of

THE COMMON SEAL of [name of User company and ACN or ARBN] is affixed in accordance with its constitution in the presence of:

.....
Signature of authorised person

.....
Signature of authorised person

.....
Office held

.....
Office held

.....
Name of authorised person
(block letters)

.....
Name of authorised person
(block letters)



24. **CONDITIONS** (refer to clause 8.2 of the Access Arrangement) [to be completed by GGT]

The following Conditions (which are to be satisfied by the User, at its own cost, unless expressly stated otherwise) apply to this Service Agreement:

This Service Agreement is a **REFERENCE SERVICE AGREEMENT/NEGOTIATED SERVICE AGREEMENT***

(*Delete whichever is inapplicable)

Dated the day of

The Owners and their respective Individual Shares at the date of acceptance of the Order Form are:

| Owners | Percentage |
|--------------------------------------------------------------------|-------------------|
| Southern Cross Pipelines Australia Pty Limited (ACN 084 521 997) | 62.664% |
| Southern Cross Pipelines (NPL) Australia Pty Ltd (ACN 085 991 948) | 25.493% |
| Duke Energy WA Power Pty Ltd (ACN 058 070 689) | 11.843% |

Accepted for the Owners by GGT as authorised signatory of the Owners

Authorised Signatory of GGT

Position Held

Date

**The User must execute this Order Form under Power of Attorney, common seal or under section 127 of the Corporations Law. If executed under Power of Attorney, the attorney must give an undertaking that they have received no notice of revocation of the Power of Attorney under which they were appointed.*



**REFERENCE SERVICE
FIRM SERVICE ORDER FORM
ATTACHMENT A**

Maximum Daily Quantity (**MDQ**) for acceptance by GGT at the Yarraloola Inlet Point:

| | | MDQ (TJ/day) |
|---------------------|-----|-----------------|
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |



**REFERENCE SERVICE
FIRM SERVICE ORDER FORM
ATTACHMENT B**

(Complete a separate Attachment B for each Outlet Point)

Maximum Daily Quantity (**MDQ**) for acceptance by GGT at the following Outlet Point:

Outlet Point is: _____

Pipeline distance from Inlet Point: _____ km

| | | MDQ (TJ/day) |
|---------------------|-----|-----------------|
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |
| For Year Commencing | () | _____ |