



SUBMISSION 5: Terms and Conditions Comparison

PUBLIC VERSION

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1. INTRODUCTION

- 1.1. On 1 April 2010, DBNGP (WA) Transmission Pty Ltd (DBP) filed the following documents with the Economic Regulation Authority (ERA):
 - (a) proposed revised Access Arrangement (**Proposed Revised AA**); and
 - (b) proposed revised Access Arrangement Information (**Proposed Revised AAI**).
- 1.2. These documents contain the information that the National Gas Access (WA) Act 2009 (**NGA**) (which includes the Western Australian National Gas Access Law text (**NGL**) and the National Gas Rules (**NGR**)) requires to be included in order to enable them to be approved by the ERA.
- 1.3. The ERA also issued a Regulatory Information Notice on 2 March 2010 (**RIN**).
- 1.4. In addition to the Proposed Revised AA and Proposed Revised AAI, a number of additional submissions on key issues will be or are to be filed to assist the Regulator to assess the Proposed Revised AA and to address the categories of information requested in the RIN. These included the following:
 1. Background Information
 2. AA & AAI Compliance Checklist
 3. Pipeline Services
 4. Basis for Total Revenue
 5. Terms and Conditions Justification (being this submission)
 6. Explanation of Queuing Requirements
 7. Capacity and Throughput Forecast
 8. Rate of Return
 9. Justification of Actual expansion Capital Expenditure (2005 – 2010)
 10. Actual Stay-in-Business Capital Expenditure (2005 – 2010)
 11. Forecast Capital Expenditure (2005 – 2010)
 12. Actual Operational Expenditure and Forecast Operational Expenditure
- 1.5. Accordingly, this submission is aimed at supplementing the information in the Proposed Revised AA and Proposed Revised AAI in order to:
 - (a) address the information requested by the ERA in the RIN in relation to terms and conditions for the reference service; and
 - (b) enable the aspects of the Proposed Revised AA relating to terms and conditions to be approved by the ERA.
- 1.6. It should be noted that, when assessing these terms and conditions, the only applicable requirement and criterion of the NGL and NGR that the Regulator must consider or apply is that the terms and conditions are consistent with the national gas objective in the NGL (see Rule 100 of the NGR).
- 1.7. If however, the ERA does not accept the proposed terms and conditions for the R1 Service as attached to the Proposed Revised AA and requires amendments to them, the Operator requests that the amendments be marked up on a Microsoft Word version of the terms and conditions, rather than on the DeltaView version submitted with the Proposed Revised AA.

2. EXPLANATION OF TERMS AND CONDITIONS FOR THE R1 SERVICE

- 2.1. As is outlined in the Proposed Revised AA and submission #3 filed with this submission, the Operator has proposed a new reference service – the R1 Service.
- 2.2. Operator has proposed terms and conditions for this service which are different to the terms and conditions for the full haul reference service in the current access arrangement (called the T1 Service).
- 2.3. The proposed differences are not wholesale in nature from the terms and condition for the T1 Service. In devising the terms and conditions of the R1 Service, the Operator has consciously chosen to use the terms and conditions for the T1 Service as a base. The Operator considered that it was important not to operate the pipeline under two starkly different contractual arrangements as this creates administrative difficulties and creates the potential for a misapplication of at least one group of access contracts.
- 2.4. There are essentially four reasons as to the differences between the terms and conditions for the R1 Service and the terms and conditions for the T1 Service. This section of the submission explains them in detail.
- 2.5. In addition, the table categorises each changed term and condition into at least one of these four reasons.
- 2.6. The four reasons for the changes are:
 - (a) Having worked with and applied similar terms and conditions for its negotiated T1 Service over the past five years, the Operator considers that there is a need to make some improvements to the drafting of certain provisions. This will overcome some inconsistencies and uncertainties in the original drafting and should therefore lead to fewer chances that an access dispute will arise between the shipper and the Operator. The changes under this category are marked with a cross in the column in the attached column headed “**Administrative/Drafting style/Grammatical**”.
 - (b) The Operator considers that some of the terms and conditions of the T1 Service, when applied, either do not work in practice or create an unworkable situation. An example of this is with the changes to the imbalance regime of the T1 Service. Under the T1 conditions, the conditions relating to the timing for the provision to the Operator of information to enable the Operator to issue accumulated imbalance notices are inconsistent with the provisions in the Retail Market Rules for the timing of the provision of the same information. Accordingly, if the provisions are not amended, a Shipper who is a participant under the Retail Market Rules will not be able to arrange for the provision of allocation information to the Operator in time to enable the Operator to issue accumulated imbalance notices under the contracts. Accordingly, the Operator considers that there is a need to make changes to some of the terms and conditions of the T1 Service. The changes under this category are marked with a cross in the column in the attached column headed “**What Works in Practice**”.
 - (c) There are also some changes that have been made as they go towards defining the R1 Service as a service that is different to the T1 Service. The changes under this category are marked with a cross in the column in the attached table headed “**Recognition of the type of service that is the R1 Service**”. An example of this are the provisions which provide for adjustment of the R1 Reference Tariff in accordance with the mechanism included in section 11 of the Proposed Revised AA.
 - (d) There are also some changes made as it would not be appropriate to retain them in the terms and conditions for the R1 Service. The changes under this category are

marked with a cross in the column in the attached table headed “**Not appropriate for a R1 Service**”. An example of this is the removal of the provisions relating to Spot Capacity. It is not appropriate to include these in a contract for R1 Service because of Rule 109 of the NGR which prevents the bundling of services together unless it is reasonably necessary to bundle them together. The Operator submits that it is not reasonably necessary to bundle the 2 services together – Spot Capacity can be accessed without the need for another haulage service being in place.

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Parties				X		Only the T&Cs are annexed to the access arrangement – it is not an agreement. However, it is proposed that the only parties to the agreement for the R1 Service will be DBNGP (WA) Nominees Pty Ltd as trustee for the DBNGP WA Pipeline Trust and DBNGP (WA) Transmission Pty Ltd
Clause 1 – Interpretation						
	Access Arrangement Information	X				Refers to new legislation
	Access Regime	X				Refers to new legislation
	Access Request Form		X	X		
	Accurate		X			
	Actual Mass Flow Rate		X			
	Aggregated Service Allocated Daily Nomination			X	X	Consequential amendment because no aggregated service in R1 Service
	Aggregated T1 Service			X	X	Consequential amendment because no aggregated service in R1 Service
	Appointed Agent		X			
	authorisation		X			
	B1 Service		X			
	BEP		X			Recognises the current configuration of the covered pipeline
	BEP Inlet Point		X			Recognises the current configuration of the covered pipeline
	BEP Inlet Point Capacity		X			Recognises the current configuration of the covered pipeline
	Blended Gas		X			New legislation
	Blended Specification		X			New legislation
Capacity Service	Capacity Service		X			
Capacity Start Date	Capacity Start Date		X			
Capital Cost of the	Capital Cost of the		X			

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Expansion	Expansion					
	Carbon Cost	X	X			Proposed regulation
Code		X				New legislation
Contracted Capacity	Contracted Capacity		X			
Contracted Firm Capacity	Contracted Firm Capacity			X		
Control	Control		X			
Controller	Controller					
CPI	CPI	X				
CRS	CRS	X				
Daily Bid					X	Consequential amendment because no spot service offered under R1 Service.
Daily Imbalance		X			X	Consequential amendment because no spot service offered under R1 Service.
Daily Nominations	Daily Nominations	X				
Daily Spot Bid Price					X	Consequential amendment because no spot service offered under R1 Service.
	DBNGP Corridor		X			
DBNGP Operating Agreement	DBNGP Operating Agreement	X				
DBNGP Trust					X	
DBNGP Trustee	DBNGP Trustee	X				
Environmental and Safety Law	Environmental and Safety Law	X				
Excess Imbalance Charge	Excess Imbalance Charge	X				
Equity	Equity		X			
Excess Imbalance Charge	Excess Imbalance Charge	X	X			
Execution Date	Execution Date		X			
Existing Gas Supply Contract	Existing Gas Supply Contract	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Existing Inlet Point	Existing Inlet Point	X				
Existing Outlet Point	Existing Outlet Point	X				
Existing Producer Contract	Existing Producer Contract	X				
Existing Station	Existing Station		X			
	Expansion		X			
	Facility		X			
	Facility Agreement		X			
Force Majeure	Force Majeure	X	X			
Forward Haul	Forward Haul	X				
Full Haul	Full Haul	X				
Gas Day	Gas Day	X				
Gas Month	Gas Month	X				
Gas Pipelines Access Law		X				Legislation has changed
Gas Year	Gas Year	X				
GJ		X				
	Governmental Authority	X				
Higher Heating Value	Higher Heating Value	X				
Hourly Peaking Charge	Hourly Peaking Charge		X		X	
Hourly Quantity	Hourly Quantity		X			
	Imbalance Gas Rate		X			
Inaccurate	Inaccurate		X			
Independent Expert	Independent Expert	X				
Indirect Damage	Indirect Damage	X				
Information Package		X				Legislation has changed
Initial Nomination	Initial Nomination	X				
Initial Notice	Initial Notice		X			
Inlet Metering Equipment	Inlet Metering Equipment	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Inlet Point	Inlet Point		X			
	Inlet Point Connection Facilities		X			
Inlet Point Operating Specifications	Inlet Point Operating Specifications	X				
	Inlet Sales Agreement		X			
Inlet Station	Inlet Station	X				
Interruptible Service			X		X	Consequential amendment because spot service not offered under R1 Service
Kwinana Junction	Kwinana Junction	X				
Law	Law	X				
Major Works	Major Works		X			
Metering Information	Metering Information	X				
MHQ	MHQ	X				
Minimum Bid Price					X	Consequential amendment because no spot service offered under R1 Service
Multi-shipper Agreement	Multi-shipper Agreement	X				
Multi-shipper Outlet Point	Multi-shipper Outlet Point	X				
	National Gas Access (Western Australia) Law	X				Refers to new legislation
Networks	Networks	X				
New Inlet Point	New Inlet Point	X				
New Outlet Point	New Outlet Point	X				
Nominated Inlet Point	Nominated Inlet Point	X				
Nominated Outlet Point	Nominated Outlet Point	X				
Nominations	Nominations	X				
Operating Arrangement			X			
Operationally Feasible	Operationally Feasible	X				
Operator	Operator	X				
Operator Entity	Operator Entity	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Operator Owned Point	Operator Owned Point	X				
	Option		X			
	Original Capacity		X			
Other Reserved Service	Other Reserved Service	X				
Other shipper	other shipper	X				
Outer Accumulated Imbalance Limit			X		X	
Outer Hourly Peaking Limit			X		X	
Outlet Metering Equipment	Outlet Metering Equipment	X				
Outlet Point	Outlet Point	X	X			
Outlet Point Operating Specifications	Outlet Point Operating Specifications	X				
Outlet Station	Outlet Station	X				
Out-of-Specification Gas	Out-of-Specification Gas	X				
Overrun Gas	Overrun Gas	X			X	Consequential amendment because spot service not offered under R1 Service
	P1 Service		X			
Part Haul	Part Haul		X			
Party	Party	X				
Period	Period	X				
Physical Gate Point	Physical Gate Point	X				
Pipeline Trustee	Pipeline Trustee	X				
	Pipeline Zone 1		X			
	Pipeline Zone 2		X			
Planned Maintenance	Planned Maintenance	X				
Point Specific Curtailment	Point Specific Curtailment	X				
Previous Verification	Previous Verification	X				
Producer	Producer	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
	R1 Capacity	X		X		
	R1 Capacity Reservation Tariff	X		X		
	R1 Commodity Tariff	X		X		
	R1 Contract	X		X		
	R1 Permissible Curtailment Limit			X		
	R1 Service			X		
	R1 Tariff			X		
Reasonable and Prudent Person	Reasonable and Prudent Person	X				
Receive	Receive	X				
	Reference Tariff Variation Mechanism			X		
Related Body Corporate	Related Body Corporate	X				
	Related Entity	X	X			
Relevant Company	Relevant Company	X				
	Relevant Construction Costs		X			
	Relevant Contracts		X			
Replacement Contract	Replacement Contract	X				
Request for Approval	Request for Approval	X				
Reserved Capacity	Reserved Capacity	X				
Resumption	Resumption	X				
Resumption Notice	Resumption Notice	X				
Retail Market Rules	Retail Market Rules	X				
	Rules	X				New legislation
Share of the Distribution Networks' IPQ	Share of the Distribution Networks' IPQ	X				
shipper	shipper	X				
Shipper	Shipper	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
SI	SI Units	X				
Spot Capacity	Spot Capacity	X				
Spot Transaction	Spot Transaction				X	Consequential amendment because spot service not offered under R1 Service
Standard Shipper Contract					X	
	Storage Service		X	X		
Sub-network	Sub-network	X				
System Curtailment	System Curtailment	X				
System Use Gas	System Use Gas	X				
T1 Capacity or Tranche 1 Capacity					X	
T1 Capacity Reservation Tariff					X	
T1 Commodity Tariff					X	
T1 Contract					X	
T1 Cut-off					X	
T1 Permissible Curtailment Limit					X	
T1 Reference Tariff					X	
T1 Service						
TJ		X				
Total Contracted Capacity	Total Contracted Capacity		X			
Total Current Physical Capacity	Total Current Physical Capacity	X				
Total Inlet Quantity	Total Inlet Quantity	X				
Total Outlet Quantity	Total Outlet Quantity	X				
Total Physical Capacity	Total Physical Capacity	X				
	Tp Service		X			
Transfer Terms	Transfer Terms	X				
Transmission Outlet	Transmission Outlet					

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Point	Point					
	Westnet	X				
Section 2 – General						
2.1	2.1	X				
2.3	2.3	X				
2.4	2.4			X		
2.5	2.5		X			
	2.6		X			
	2.7		X			
Section 3 - Capacity Service						
3.1	3.1	X				
3.2	3.2		X	X		This defines how R1 capacity is determined
3.3	3.3	X	X			
3.4	3.4	X				
3.5					X	Spot capacity is now a separate, unbundled pipeline service and is required to be unbundled from the R1 Service
Section 4 - Duration of the Contract						
4.1	4.1	X	X			
4.2	4.2	X	X			
4.3	4.3		X			
4.4	4.4	X				
4.5	4.5	X	X			
4.6	4.6			X		
4.7	4.7			X		
Section 5 - Receiving and Delivering Gas						
5.1	5.1	X				
5.2	5.2	X				
5.3	5.3		X			
5.4	5.4		X			

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
5.5			X			
5.6	5.5		X			
5.7	5.6		X			
5.8	5.7	X				
5.9			X			
5.10	5.8		X			
	5.9		X			
5.11	5.10		X			
5.12	5.11	X				New legislation
	5.12	X				New legislation
Section 6 - Inlet Points and Outlet Points						
6.1	6.1	X				
6.3	6.3	X				
6.4	6.4		X			Changes reflect the practicalities of the timing of information under the Retail Market Rules, which must be available before information can be provided by a shipper to the Operator to determine accumulated imbalances
6.5	6.5		X			
6.6	6.6; 6.8; 6.9; 6.11 6.12; 6.13	X	X			
	6.7		X			
6.7	6.14	X				
6.8	6.15	X				Number change only
6.9	6.16	X				Number change only
Section 7 - Operating Specifications						
7.1	7.1	X				
7.2	7.2	X	X			
7.3	7.3	X				
7.4	7.4	X	X			
7.5	7.5	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
7.6	7.6	X				
7.7	7.7	X				
7.8	7.8	X				
7.9	7.9	X				
7.10	7.10	X				
7.12	7.12	X	X			
7.13	7.13	X	X			
Section 8 – Nominations						
8.1	8.1		X			
8.2	8.2	X				
8.3	8.3	X				
8.4	8.4	X				
8.5	8.5	X	X			
8.6	8.6	X	X			
8.7			X			
8.8	8.7	X				
8.9	8.8		X			
	8.9		X			
	8.10		X			
8.10	8.11	X				
8.11	8.12	X				
8.12	8.13	X				
8.13	8.14	X				
8.14	8.15	X				
8.15					X	The pipeline's design assumptions are such that if these additional rights are afforded to shippers, it sterilizes so much capacity that it is an inefficient allocation of resources.
8.16					X	The pipeline's design assumptions are such that if these additional rights are afforded to shippers, it sterilizes so much capacity that it is an inefficient allocation of resources.

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
8.17	8.16	X				
8.18					X	The pipeline's design assumptions are such that if these additional rights are afforded to shippers, it sterilizes so much capacity that it is an inefficient allocation of resources.
Section 9 – Imbalances						
9.1	9.1	X				
9.2	9.2	X				
9.3	9.3	X				
9.4	9.4		X			
9.5	9.5		X			
9.6			X			
9.7	9.6		X			
9.8	9.7		X			
9.9	9.8	X				
9.10	9.9		X			
9.11	9.10	X				
Section 10 – Peaking						
10.1	10.1	X				
10.2	10.2	X				
10.3	10.3	X	X			
10.4			X		X	The pipeline's design assumptions are such that if these additional rights are afforded to shippers, it sterilizes so much capacity that it is an inefficient allocation of resources.
10.5	10.4	X				
10.6	10.5	X				
10.7					X	The pipeline's design assumptions are such that if these additional rights are afforded to shippers, it sterilizes so much capacity that it is an inefficient allocation of resources.

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Section 11 – Overrun						
11.1	11.1		X			
11.2	11.2		X			
11.3	11.3	X				
11.4	11.4		X			
11.5	11.5	X				
11.6	11.6	X				
11.7	11.7		X			
Section 12 - Additional Rights and Obligations of Operator						
12.1	12.1		X			
12.2	12.2	X				
12.3	12.3	X				
12.4	12.4		X			
Section 13 - Control, Possession, and Title to Gas						
13.1	13.1	X				
13.2	13.2	X				
13.3	13.3	X				
13.4	13.4	X				
13.5	13.5	X				
Section 14 – Relocation						
14.1	14.1	X				
14.2	14.2		X			
14.3	14.3	X				
14.4	14.4	X				
14.5	14.5	X				
14.6	14.6	X				
14.7	14.7	X				
14.8	14.8	X				
14.9	14.9	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Section 15 – Metering						
15.1	15.1		X			
15.2	15.2		X			
15.3	15.3		X			
15.4	15.4		X			
15.5	15.5		X			
15.6	15.6	X				
15.7	15.7	X				
15.8	15.8	X				
15.9	15.9	X				
15.10	15.10	X				
15.11	15.11	X				
15.12	15.12		X			
15.13	15.13	X				
15.14	15.14	X				
15.15	15.15	X				
15.16	15.16		X			
Section 17 – Curtailment						
17.1	17.1	X				
17.2	17.2		X			
17.3	17.3		X			
17.4	17.4		X			
17.5	17.5	X				
17.6	17.6		X			
17.7	17.7		X			
17.8	17.8		X			
17.9	17.9			X	X	Helps to define the nature of the R1 Service
17.10	17.10		X			
Section 18 - Maintenance and Major Works						
18	18		X			

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Section 19 - Force Majeure						
19	19	X				
Section 20 – Charges						
20.1	20.1	X				
20.2	20.2	X				
20.3	20.3	X				
20.4	20.4			X		
20.5	20.5			X		
20.6	20.6	X				
20.7				X		Additional changes in government charges should be recovered from shippers
Section 21 - Invoicing and Payment						
21.1	21.1		X			
21.2	21.2		X			
21.3	21.3	X				
21.4	21.4		X			
21.5	21.5	X				
21.6	21.6		X			
Section 22 - Default and Termination						
22.1	22.1		X			
22.2	22.2		X			
22.3	22.3	X				
22.4	22.4	X				
22.5	22.5	X				
22.6	22.6		X			
22.7	22.7	X				
22.8	22.8		X			
	22.9		X			
22.9	22.10		X			
22.10	22.11	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Section 23 – Liability						
23.1	23.1	X				
23.2	23.2	X				
23.3	23.3	X				
23.4	23.4	X				
23.5	23.5	X				
23.6	23.6		X			
23.7	23.7		X			
23.8	23.8	X				
Section 24 - Dispute Resolution and Independent Experts						
24.2	24.2	X				
24.4	24.4	X				
24.7	24.7	X				
24.8	24.8	X				
24.10	24.10	X				
Section 25 – Assignment						
25.1	25.1	X	X			Reflects current legislation
25.2	25.2		X			
25.3	25.3		X			
25.4	25.4		X			
25.5	25.5		X	X		
25.6				X		
25.7			X			
25.8	25.6		X			
Section 26 - General Right of Relinquishment						
26.1 - 26.6					X	
Section 27 - Trading or Transferring Contracted Capacity						
27.1		X				Updated to reflect current legislation
27.2	27.1	X				Consequential amendment
	27.2	X				Updated to reflect current legislation

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
27.3	27.3	X				Consequential amendment
27.4	27.4		X			
27.5	27.5		X			
27.6	27.6	X				
27.7	27.7	X	X			
27.8	27.8	X				
27.9	27.9	X				
27.10	27.10	X				
27.11			X			
27.12					X	Consequential amendment due to no relinquishment under R1 Service
Section 28 – Confidentiality						
28.1	28.1	X	X			
28.2	28.2		X			
28.3	28.3	X				
28.4	28.4	X				
28.6	28.6					
28.7	28.7	X	X			
28.8	28.8	X				
28.9	28.9	X				
28.10			X		X	
28.11	28.10					Clause number change only
28.12	28.11					Clause number change only
Section 29 – Notices						
29.1	29.1	X				
29.2	29.2	X				
29.3	29.3	X				
29.4	29.4	X				
Section 30 - Representations and Warranties						
30.1	30.1	X	X			

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
30.2	30.2	X				
30.3	30.3		X			
30.4					X	Consequential amendment
30.5	30.4	X				
30.6	30.5	X				
Section 31 - Records and Information						
31	31			X		
Section 32 – Insurances						
32	32	X				
Section 34 - Entire Agreement						
34	34	X				
Section 35 – Severability						
35	35	X				
Section 36 - Entry and Inspection						
36	36	X				
Section 37 - Ownership, Control, Maintenance and Risk						
37	37	X				
Section 38 - Revocation, Substitution and Amendment						
38	38			X		
Section 39 - No common carriage						
39	39	X				
Section 40 - Operator not a supplier of gas						
40	40	X				
Section 41 - Stamp duty						
41	41	X				
Section 42 - No Third Party Benefit						
42	42	X				

T1 Contract Clause No.	R1 Contract Clause No.	Administrative /Drafting style/ Grammatical	What works in practice	Recognition of the type of service that is the R1 Service	Not appropriate for a R1 Service	Reasons
Section 43 - Governing Law						
43	43	X				
Section 44 – General						
44.1	44.1	X				
44.2	44.2	X				
Section 45 - Non discrimination clause						
45.1 - 45.2			X		X	
Section 46 - Pipeline Trustee's Limitation of Liability						
46	46	X				
Section 47 - DBNGP Trustee's limitation of liability						
47	47			X		
Schedule 1						
Sch 1	Sch 1	X				
Schedule 2						
Sch 2	Sch 2	X		X		
Schedule 3						
Sch 3	Sch 3		X			
Schedule 4						
	Sch 4		X			
Schedule 5						
	Sch 5		X			
Schedule 6						
Sch 8	Sch 6	X		X		Schedule number change