



Jemena Gas Networks (NSW) Ltd

2025-30 Access Arrangement Proposal

Attachment 9.2

Explanation of proposed revisions to the 2020-25 RSA



Table of contents

Overview	iii
1. What we heard during our consultation with users	1
2. Simplification of RSA	3
3. Other changes to the RSA.....	10
4. Other minor clarification changes to the RSA.....	14

List of appendices

- Appendix A User feedback on the draft RSA
- Appendix B Clauses and definitions deleted from the RSA

Overview

We provide Reference Services to users on the terms of a Reference Service Agreement (RSA) which forms part of the approved Access Arrangement (AA). The current RSA is part of the 2020-2025 AA (Current RSA). This document explains the principal proposed revisions we have made to the Current RSA in development the proposed RSA, which is intended to form part of the 2025-2030 AA (Revised RSA).

The document is structured as follows:

- This overview summarises our approach to revising the RSA;
- Section 1 discusses what we heard from our users;
- Section 2 sets out how we have simplified the Current RSA;
- Section 3 discusses key changes we have made to the Current RSA; and
- Section 4 discusses other changes we have made.

Focus of our review and major changes

As with previous RSA reviews, our approach was to generally maintain the position set out in the Current RSA where appropriate, however we also took the opportunity to refresh and improve parts of the Current RSA and remove clauses that were no longer applicable (including following consultation with users).

While there is considerable mark-up in the Revised RSA when compared to the Current RSA, many of the changes were made to improve the readability and drafting of the provisions. We also moved some provisions from the Current RSA to other places within the Revised RSA or to other documents in the broader Access Arrangement document suite where we felt the provisions more logically belonged elsewhere. This has resulted in the comparison document between the Current RSA and the Revised RSA showing a considerable amount of mark-up, even though the drafting may not have changed substantially but has instead been moved from elsewhere.

In making amendments to the Revised RSA, we considered recent changes to the energy regulatory framework, the uncertain impact of the energy transition on gas networks, and the potential for significant regulatory change. In this context, we considered whether amendments may be necessary to enhance the RSA's ability to facilitate the continued efficient provision of services to users and customers during the 2025–30 period. Following consultation with users we also took the opportunity to make general improvements and invited users to provide any additional comments on a draft consultation version of the Revised RSA.

The changes we have proposed in the Revised RSA include amendments designed to:

- simplify and clarify the Current RSA provisions;
- reflect the current regulatory framework, including recent changes relating to the renewable gas reforms;
- reflect user feedback;
- relocate provisions and definitions between the AA and the RSA as appropriate;
- ensure that drafting accurately reflects JGN current and proposed practice;
- set out requirements in circumstances where further clarity was considered beneficial, having regard to operational and commercial experience over the 2020-25 AA period; and
- delete provisions no longer relevant.

To assist in understanding the proposed changes, we have provided a marked-up version of the Revised RSA showing the changes we have made to the Current RSA. This is included as Attachment 9.4 to the AA proposal.

Unless stated otherwise, references in this document to RSA clauses are references to the clause numbers in the Revised RSA.

Key changes to the Current RSA include the following:

Two References Services	separation of our current Reference Service into the Transportation Reference Service and Ancillary Reference Services (see section 3.3);
Prudent Discounts	clarification on the treatment of Delivery Points eligible for a Prudent Discount (see section 3.4);
Amendments	new provision inserted requiring parties to negotiate in good faith to agree amendments when there is a change in law which reasonably requires amendments to be made to the RSA (see section 3.1);
Billing Error Disputes	specifying a dispute resolution process in relation to Billing Errors, to facilitate these issues being resolved at an operational level (see section 3.5);
Sensitive Operational Information	requirements regarding Sensitive Operational Information in compliance with JGN's FIRB obligations (see section 3.6);
Volume Customer MHQ increases	new process for Volume Customers to increase MHQ requirements (see section 3.7);
Gas specifications and Quality	the definition of 'gas' now reflects changes in law to encompass renewable gas, as well as remove duplicated technical specifications (see section 3.8); and
Confidentiality	new provision inserted to allow for disclosure of Confidential Information by JGN under additional circumstances (see section 3.9).

Principles relevant to our review of the RSA

The Current RSA sought to appropriately allocate risk between service providers, users and customers. The Current RSA terms reflect the principle that the party best able to manage risk should bear it, as this encourages efficient minimisation of the risk.

In addition to being consistent with rule 68B(2) of the National Gas Rules, we consider that this principle promotes the National Gas Objective (**NGO**) by facilitating the efficient, safe and reliable supply of gas at lower prices. We have not sought to make any material changes to the liability or insurance regime between JGN and users in the Revised RSA.

There are several specific commercial and operational circumstances which apply to our network and affect the allocation of risk between us and users. Specifically, our network has the following significant characteristics:

- there are about 1.5 million customers connected to our network, and we deliver gas to these customers under RSAs with more than 35 users;
- our network is regulated by the NSW State Government in relation to its technical and operational aspects as well as in relation to the quality and reliability of gas delivered to customers through it;
- this State-based regulation places substantial regulatory responsibility on JGN as the distributor;
- we have connected renewable gas production facilities to our network and anticipate further connection of renewable gas production facilities; and

- supply and transportation of gas from production fields to our network generally occurs through a chain of bilateral contractual arrangements between gas producers, wholesalers, pipeline operators, retailers and self-contracting users. As we are not a party to any of these arrangements, we need to rely on users to ensure that the gas they require us to deliver through our network meets the NSW quality regulations. This is different to the approach of managing the physical market in Victoria where the Australian Energy Market Operator (**AEMO**) assumes responsibilities for control of supply and demand, gas quality and other physical operations of the system.

1. What we heard during our consultation with users

1.1. Consultation processes

The RSA applies between us and any third party (retailers and self-contracting users) who contract with us for the transportation of gas (**users**). The RSA does not apply to customers who are supplied with gas by a retailer.

In November 2023, prior to our review of the Current RSA, we invited users to provide comments to us via one on one sessions. We sought feedback on areas of the Current RSA that users found unclear or where they had found practical issues with the current drafting. We also sought feedback on any areas they considered could be improved.

Following one on one sessions with interested users (both retailers and self-contracting users) and an extensive internal review, we prepared a draft consultation version of the Revised RSA. We circulated this to all users for review in early March requesting their feedback on the proposed changes by 28 March 2024. Our Revised RSA incorporates changes we made to reflect feedback where appropriate, including late feedback received from one user in June 2024.

1.2. What we heard

1.2.1. Feedback on Current RSA

During our consultation prior to our review of the Current RSA, we specifically sought feedback on the following questions:

Over the current Access Arrangement period, what has been your practical experience with the RSA? Have you encountered any practical issues with the existing drafting of the RSA?

Are there any clauses or definitions in the current RSA which you consider to be unclear, or would benefit from refinement?

In the next access arrangement period, are there additional provisions that you think the RSA should cover? If so, what types of provisions?

Is there anything else you think should be changed in the RSA that has not been covered in the questions above?

We received feedback on specific provisions of the Current RSA. The feedback received was considered and actioned where appropriate. As examples of how user feedback was addressed:

- a user commented on clause 15.4(d) of the Current RSA stating that the clause was unclear as it was not evident whether it refers to monthly readings or quarterly readings. We amended clause 16.4(e) of the Revised RSA to make it clear that JGN must use reasonable endeavours to read the Measuring Equipment at least quarterly in accordance with the Retail Market Procedures.
- a user commented that there was an issue with clause 7.1(a) of the Current RSA because as at the date the RSA is entered into, there may be a lag between the time when the user is set up and able to warrant each of the things set out in this clause. We amended clause 8.1(a) of the Revised RSA to make it clear that the user only makes the warranties from the time it first becomes a Financially Responsible Organisation (**FRO**) for a Delivery Point under this Agreement. We further amended the wording from the draft consultation version of the Revised RSA as a result of additional user feedback in June 2024 to make it clearer that after the warranty commences, it continues at all times during the remainder of the term of the Agreement.

1.2.2. Feedback on March draft proposed revised RSA

Following the circulation of the draft consultation version of the Revised RSA to all users in early March 2024, we invited users to meet with us to discuss the draft consultation version of the Revised RSA, or to email us their feedback.

We held meetings with several users who wished to do so and carefully considered any substantive comments on the draft provided in those meetings, or separately by email. We have discussed users' comments in individual sections of this document.

We also received feedback from several users that they had reviewed the draft consultation version of the revised RSA and had no comments or that they were "*comfortable with the draft RSA*".

A summary of material feedback and responses has been included in a table at **Annexure A**. JGN also received a number of comments from a range of different users that they had no substantive feedback or issues in relation to the draft consultation version of the RSA. Anonymised comments have been extracted below:

- *"[We are] comfortable with the amendments to the new proposed Reference Service Agreement. In terms of any feedback, we are happy to see processes that are in common practice be included and the exclusion of procedures that already exist elsewhere... I will provide any further commentary should our legal team come back with any concerns."* JGN notes that no further commentary has been provided.
- *"[We] do not have feedback to pass on regarding the draft RSA."*
- *"No feedback form (sic) [User]"*.
- *"All good on our side. When will be possible to have more visibility on future costs please, let me know."*
- *"We have reviewed the Draft RSA and have no comments. Thank you."*
- *"[User] shall not be providing any additional feedback"*.
- *"No feedback from [User]. Thanks for checking in."*
- *"[User] is comfortable with the draft RSA. Thank you kindly."*
- *"We don't have any particular feedback on the draft RSA. It generally reads well, and the amendments are understood to enhance the current RSA."*
- *"I have no feedback"*
- *"[User] circulated the below internally on a few occasions to ensure any feedback was provided to you by COB 28/03/2024... I have not received any feedback however you may have received the feedback directly to you." JGN notes that no feedback was received directly from that User.*
- *"I shared the draft RSA with the Operations personnel who unfortunately have been tied up with the [redacted] & subsequent issues. The haven't provided any feedback & I don't believe they will. From my review from a few weeks ago, I didn't have any feedback or identify any critical changes or issues that may impact [redacted]"*.

2. Simplification of RSA

2.1 Approach to simplifying the RSA

As part of simplifying the RSA, we have:

- updated a number of definitions (see section 2.2)
- removed clauses and definitions that are no longer necessary (see section 2.3)
- simplified clauses and definitions (see section 2.4)
- relocated some definitions from the relevant clause to the definitions section (see section 2.5)
- relocated some clauses from the RSA to the AA (see section 2.6)
- amended clauses that are covered by regulatory obligations (see section 2.7).

2.2 Updated definitions

This section sets out definitions that have been inserted or updated and where:

- the insertion or update is due to redrafting of the operative provision - the explanation set out in this document for the redrafting will explain the reason for the definition change; or
- is a new definition that requires explanation.

Where definitions have been inserted or updated for clarity or it is self-explanatory, no further explanation is provided.

Authorised Overrun, Authorised Overrun Quantity, Overrun, Overrun Quantity and Unauthorised Overrun

These definitions have been amended to reflect the streamlining of the procedure for authorisation of Overruns in clause 6.

These terms are defined in clause 1 of the Revised RSA as follows:

Authorised Overrun means an Overrun up to the Authorised Overrun Quantity;

Authorised Overrun Quantity means the Quantity of Gas:

- (a) agreed to by JGN under clause 6.2(b)(i); or*
- (b) offered by JGN and accepted by the User under clause 6.2(c),*

as amended under clause 6.3;

Overrun means the withdrawal of an Overrun Quantity;

Overrun Quantity means a Quantity of Gas exceeding the MDQ of the MHQ at a Delivery Point;

Unauthorised Overrun means an Overrun to the extent it is not an Authorised Overrun;

Billing Error

This definition is required in relation to streamlining the disputes process for disputed payments at clause 25.7.

Billing Error is defined in clause 1 of the Revised RSA as follows:

Billing Error means a dispute by one Party in relation to an amount on an invoice issued under this Agreement.

Consequential Loss

There has been a minor change to the 'Consequential Loss' definition in clause 1 which has been made to bring the drafting into line with standard consequential loss definitions. This change is not intended to alter the liability position between the parties.

Consequential Loss is defined in clause 1 of the Revised RSA as follows:

Consequential Loss means any Loss which does not arise naturally or in the usual course of things from that breach or matter, however caused or arising whether under common law, equity, contract, any fiduciary duty, tort (including negligence) or as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever, irrespective of whether recoverable in law or equity and includes any:

- a) *loss of revenue, reputation or profit;*
- b) *cost, loss, liability, penalty, expense or damage associated with business interruption (including overheads incurred during business interruption);*
- c) *punitive or exemplary damages;*
- d) *cost, loss, liability, penalty, expense or damage incurred, or liquidated or pre-estimated damages or penalties of any kind whatsoever, borne or payable under any contract for the sale, exchange, transportation, processing, storage or other disposal of Gas (other than this Agreement);*
- e) *cost, loss, liability, penalty, expense or damage arising in connection with a Third Party Claim;*
- f) *loss of bargain, contract, expectation or opportunity; and*
- g) *any indirect or consequential loss or damage;*

Custody Transfer Point

There has been a new definition inserted for 'Custody Transfer Point' that reads as follows:

Custody Transfer Point means the point of custody transfer for gas delivered from an interconnected pipeline or facility into the Network, as associated with a Receipt Point.

The concept of a 'Receipt Station' as used in clause 7.3 of the Current RSA has been changed to 'Custody Transfer Point' in clause 8.3 of the Revised RSA. This is because it is not always the case that a custody transfer is at a 'Receipt Station'. Consequential changes were also made to clause 8.4 of the Revised RSA.

Customer

In Limb (c) of the definition of 'Customer', the words '*at a Delivery Point*' have been removed so the provision now reads "*Customer means... the User, where the User consumes the Gas delivered by JGN or Energy produced from that Gas*". The words have been deleted in order to reflect that the 'Transportation Reference Service is now the 'transportation and delivery of Gas by the Service Provider through the Network to an eligible

Delivery Point'. There is now no more reference to 'for use and consumption within the premises served by that Delivery Point'.

Limb (e) of the definition has been added to ensure that JGN and the User can agree on a different definition of 'Customer'.

Gas Balancing Policy

This definition is required in relation to an amendment at clause 7.4 of the Revised RSA which addresses the situation where an additional receipt point is added in a Country Network Section.

Gas Balancing Policy is defined in clause 1 of the Revised RSA as follows:

Gas Balancing Policy means JGN's gas balancing policy published as part of the Interconnection Policy located on the JGN website;

Medium or Low Pressure Distribution Network

This term was not previously defined and a new definition has been inserted for clarity. The term is used in Annexure 3 of the Revised RSA.

Medium or Low Pressure Distribution Network means any part of the Network with a maximum allowable operating pressure of 400kPa or less;

Notifiable Incident

This is a new definition which has been inserted to reflect the new provision dealing with Sensitive Operational Information in clause 37 of the Revised RSA.

Notifiable Incident has the meaning given in clause 37.3(a);

Loss

The definition of 'Loss' has been amended to include reference to any 'direct or indirect costs' for clarity.

The defined concept of 'Consequential Loss' has been taken out of the definition of Loss to better clarify that (subject to some carveouts) under clause 32.2 of the Revised RSA, neither party is liable to the other for any Consequential Loss.

Prudent Discount

This new definition is required in relation to the inclusion of new clause 24 which clarifies the treatment of sites eligible for a Prudent Discount and renders the process more transparent to the affect parties.

Prudent Discount is defined in clause 1 of the Revised RSA as follows:

Prudent Discount means a prudent discount that has been approved by the AER for a particular user or prospective user or a particular class of users or prospective users under rule 96 of the NGR.

Request

The definition of 'request' has been amended to delete the reference to the 'request for service form set out in Schedule 6 to the Access Arrangement' and instead refer to a request made using the 'JGN customer portal or the JGN B2B platform', as well as retaining the reference to 'such other request for service form as JGN may determine'. This change reflects current JGN practice.

Secretary

This new definition has been inserted to reflect the changes to clause 9.11 of the Revised RSA and the Gas Supply (Safety and Network) Regulations 2022.

Secretary has the meaning given in the Gas Supply (Safety and Network Management) Regulation 2022 (NSW).

Sensitive Operational Information

This definition has been included as part of compliance with JGN's FIRB obligations. Clause 37 of the Revised RSA imposes an obligation on the User to ensure that there is no offshoring.

Sensitive Operational Information is defined in clause 1 of the Revised RSA as follows:

Sensitive Operational Information means the following information relating to the gas business of JGN or its Related Bodies Corporate:

- (a) *gas network layout diagrams;*
- (b) *gas network schematics;*
- (c) *geospatial information that records the location of parts of gas networks or assets;*
- (d) *gas network or asset configuration information;*
- (e) *gas load data; and*
- (f) *gas asset, or network operational constraints or tolerances information.*

This definition has been revised from the draft consultation version of the Revised RSA to reflect user feedback that the definition should not extend to the Jemena Electricity Network, as these services are provided under different legislation.

2.3 Clauses and definitions that have been deleted

The clauses and definitions set out in **Appendix B** were considered unnecessary or were not used in any substantive way.

2.4 Clauses and definitions that have been simplified

2.4.1 Chargeable Demand

The provision dealing with Chargeable Demand for a Demand Customer Delivery Point has been simplified to remove unnecessary references to other provisions in the RSA. The provisions dealing with decreases in Chargeable Demand have also been simplified (see clause 5 of the Revised RSA).

2.4.2 Overruns

The provisions dealing with overruns have been simplified (see clause 6 of the Revised RSA). Under the new process, the User must notify JGN of a request for approval of an Overrun Quantity for a Day or for a specified period at least 2 Business Days prior to the first day of the Overrun. The clause then sets out what JGN must do if it receives such a request.

2.4.3 Delivery Point with multiple services

Clause 5.8 of the Current RSA which deals with a Delivery Point with multiple services has been deleted because under the RMP, only one MIRN is to be allocated to a Delivery Point.

2.4.4 Nomination and Balancing

The provision dealing with gas balancing under the STTM has been simplified (see clause 7.1 of the Revised RSA). The provisions requiring the User to provide JGN with forecasts of withdrawals have also been streamlined.

The term 'Forecast Withdrawal' is defined in clause 7.2(a) of the Revised RSA.

Under clause 7.2(b), JGN has the ability to notify the User and all Network Users that Forecast Withdrawals are not required for a Network Section for a designated period. Unless such a notification is in operation:

- where requested by JGN for operational purposes, the User must provide its Forecast Withdrawals for a Network Section for each of the next seven Days (otherwise, the obligation is to provide Forecast Withdrawals for each of the next three Days). This provision has been inserted to clearly articulate the requirement, which enables JGN to efficiently manage the forecast withdrawal process and reflects current operational practice.
- JGN will (acting reasonably) determine a timetable for all Network Users to provide the Forecast Withdrawals required under clause 7.2. This single common timetable for all users will be based upon the STTM timetable for Forecast Withdrawals. Therefore, the obligation to consult has been removed.

Amendments have been made to clause 7.4 of the Revised RSA so that in Country Network Sections, each user will be deemed to be in balance within the Network Section unless an additional receipt point is added, at which time the affected Country Network Section will be balanced in accordance with the updated JGN Gas Balancing Policy. This change is required to address the potential situation where an additional receipt point is added in a Country Network Section, and where the current drafting would not work in practice.

2.4.5 Gas quality

Changes were made to clause 9.1 of the Revised RSA to refer to the Law without being prescriptive about any regulation made under the *Gas Supply Act*. This was designed to ensure that there was sufficient flexibility in the provisions to account for regulatory change.

The provisions referring to the old *Gas Supply (Safety and Network Management) Regulation 2013* have been updated.

2.4.6 Addition of Delivery Points to the Customer List

The deemed request addition of an existing delivery point on receipt of churn notification from AEMO under clause 10.1 of the Revised RSA is intended to reflect the practice of requiring 5 Business Days notice prior to the date of the proposed transfer. Clause 9.2(a)(ii) of the Current RSA has been deleted on the basis it is not used, and clause 9.2(b) of the Current RSA has been deleted as it is no longer required (with the deletion of clause 9.2(a)(ii)).

Clause 10.1(c) of the Revised RSA has been inserted to cover off the scenario where the Delivery Point is a Volume Customer Delivery Point.

Clause 10 also includes changes to the drafting for simplification and to reflect the actual JGN process.

2.4.7 Deletion of Delivery Points from Customer List

Clause 11(a) of the Revised RSA has been moved to the front of the clause as it is considered the most likely source of a deletion.

Clause 10(a)(i) of the Current RSA has been deleted as this is adequately covered under the remainder of the provisions.

A drafting change was made to clause 11(b)(ii) of the Revised AA to limit the User's rights and obligations to where they remain registered as the FRO.

Clause 11(e)(iv) of the Revised RSA was added so that the User will be liable for charges for any Ancillary Reference Services requested in accordance with clause 11(b)(ii)A in relation to that Delivery Point from the date of deletion. This clause was raised in the consultation process however the intention behind this change was to clarify that while Users will not be liable for any Transportation Reference Services after the date of deletion, they will be liable for any Ancillary Reference Services that they request.

2.4.8 Initial additional specifications

Annexure 2 of the Revised RSA contains the initial additional specifications which apply where the Law does not prescribe anything for a parameter specified. The majority of these specifications have been removed with only the 'Temperature at the Receipt Point' and 'Odorant' remaining. This is because the deleted specifications appear in AS 4564 and are therefore unnecessary to include and to ensure flexibility in the event that the Law changes.

2.4.9 Responsibility for Delivery Station Components

These provisions have been consolidated for simplicity as they did not reflect current practice. This includes removing references to dates pre/post 1 August 1997 as we do not differentiate between Delivery Station Components using this date in practice.

We also removed wording about ownership, as it is unlikely that parties currently are aware of which components they may own. The obligation to operate and maintain certain components is more relevant. In circumstances where there was a discrepancy between the clauses (e.g. 'meter set pipe spools' and 'meter set valves') and it was not clear which party held an obligation, we imposed the obligation on JGN to ensure no user will be adversely impacted.

2.5 Clauses and definitions that have been relocated within the RSA

Change in Law

Definition has been moved from clause 23.2 of the Current RSA with an amendment to (c) to include a new or changed interpretation 'which materially impacts JGN' in addition to being binding on JGN.

Curtailed Plan

The definition of 'Curtailed Plan' has been deleted. It has been reinserted into the Revised RSA under the definition 'Load Shedding Plan'. The name has been changed to 'Load Shedding Plan' for clarity on the basis that 'Curtailed' is used in the 'Curtailed Policy' under new rules, and that Curtailed Policy will relate to the curtailment of receipt points.

Consequential change has been made to the definition of 'ELMS Data' in the Revised RSA.

Force Majeure Event

Definition has been moved from clause 22.1 to the Definitions at clause 1.1.

Local Area Retailer

Definition has been moved from clause 9.4 to the Definitions at clause 1.1.

2.6 Clauses and definitions relocated to the AA

Country Distance

The term 'Country Distance' is only currently used in relation to the Customer List. The current definition of 'Country Distance' is to be moved to the Access Arrangement.

Load Shedding

Definition has been moved to be set out in the AA.

Replacement Gas

Provisions dealing with Replacement Gas have been removed from the RSA and the relevant provisions to be inserted into the AA.

Network

This term is now defined to have the meaning given in the AA. It was not considered necessary to have a separate and different definition of 'Network' in the Revised RSA.

2.7 Clauses covered by regulatory obligations

Covered Gas

The definition of Gas has changed from 'natural gas' to have the meaning given to the term 'covered gas' in the National Gas Law. This reflects changes to the regulatory framework arising from the *Review into extending the regulatory frameworks to hydrogen and renewable gasses*.

Heating Value

This definition now has the meaning given in the Retail Market Procedures.

MIRN

This is a new defined term and has been defined to have the meaning in the Retail Market Procedures. This term is used in the definition of Demand Customer List and Volume Customer List in clause 1 of the Revised RSA.

3. Other changes to the RSA

We have removed or amended a number of other clauses. Some of these revisions have been made to reduce the complexity of the RSA or to reflect JGN's current practice while others have been made in response to user feedback.

3.1 Amendments to the Agreement

The previous provision dealing with amendments to the Current RSA have been changed as set out below:

- under a new provision (clause 1.3(a) of the Revised RSA), the Agreement may only be amended by a document signed by each party. This is a common contractual provision;
- the existing clause 1.2 of the Current RSA has been split to reflect the difference between an AER approval of changes and court approved changes;
- there is a new provision dealing with the situation where a Change in Law reasonably requires amendments to be made to this Agreement. In these circumstances, the parties agree to negotiate in good faith any such reasonably required amendments.

3.2 Liability provisions

We have not sought to make any material changes to the liability or insurance regime between JGN and Users. These provisions were considered in relation to the current Access Arrangement period and they have not been amended in any material way (see clauses 31 to 33 of the Revised RSA).

There has been a minor change to the 'Consequential Loss' definition in clause 1, however this change has been made to bring the drafting into line with standard consequential loss definitions. This change is not intended to alter the liability position between the parties.

A new clause dealing with the operation of indemnities has been inserted (see clause 31.4) which states that each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement. In addition, a party must pay on demand any amount it must pay under an indemnity in this Agreement. These are standard provisions and we do not consider them likely to be controversial with Users.

3.3 Two separate reference services

As set out in our Reference Service Proposal submitted on 28 June 2023, we are proposing to split the current single Reference Service into two types of reference services:

- the Transportation Reference Service, and
- Ancillary Reference Services.

Changes have been made to reflect this split in the 2025-30 Access Arrangement,

Splitting out ancillary activities into a separate Ancillary Reference Services from the Transportation Reference Service was designed to promote alignment with other gas distributions businesses, and to provide a more accurate, transparent description from each activity.

The Revised RSA now contains separate Ancillary Reference Services provisions governing each of the following (see clauses 17 - 22 of the Revised RSA):

- (a) special meter reads;
- (b) abolishment (separated into abolishment of Volume Customer Delivery Points and abolishment of Demand Customer Delivery Points);
- (c) disconnection (Volume Customer Delivery Points);
- (d) reconnection (Volume Customer Delivery Points);
- (e) disconnection and reconnection of Demand Customer Delivery Points;
- (f) general provisions relating to abolishment, disconnection and reconnection.

Much of the content of these clauses was taken from the Current RSA (see for example clause 13.6 of the Current RSA), as well as the Reference Tariff Schedule under the Current AA.

Changes have been made to the existing content:

- (a) for clarity (for example, disconnection and abolishment have been separated as concepts);
- (b) to reflect JGN's operational practice (for example, the previous Option B in clause 13.6(c)(iii)(B) of the Current RSA was deleted because it was not utilised, and there was overlap with the abolishment options);
- (c) where new provisions were required (for example, new provisions governing reconnection of a Demand Customer Delivery Point have been inserted, as this was not explicitly covered in the Current RSA. In addition, there is a new clause 27.3 in the Revised RSA dealing with the suspension of the Ancillary Reference Services by JGN. This has been inserted because the Ancillary Reference Services are now separate services and must be covered separately; and
- (d) for simplification purposes.

Apart from splitting out ancillary services into separate reference services, we are not proposing any other changes to the ancillary services we currently provide.

3.4 Prudent Discounts

A provision has been inserted to make the treatment of sites eligible for a Prudent Discount clearer to impacted parties (see clause 24 of the Revised RSA). The clause is not intended to change what JGN does in practice, but to make the process more transparent to Users.

Under the proposed drafting, where the User is or will be supplying a Delivery Point which has a Prudent Discount, the User may request in writing that JGN provide an offer to provide a gas transportation service subject to the charges calculated by JGN having regard to the Prudent Discount and any terms specified by JGN in writing. By accepting the Offer, the RSA will be amended in respect of the eligible Delivery Point to the extent necessary to accommodate any terms of the Offer that are additional to, or inconsistent with the RSA. The User must provide any information reasonably requested to support an application to the AER for a Prudent Discount. We received feedback from one user that there should be an ability for parties to seek amendments to an Offer from Jemena relating to the Prudent Discounts before accepting it. We have not made any changes on the basis that we do not consider that the current drafting precludes such negotiations from occurring.

Where the User is no longer eligible, the reference tariff will apply in respect of the eligible Delivery Point.

3.5 Billing Errors

New provisions have been inserted to streamline the process where there is a dispute in relation to Billing Errors (see clause 25.7 of the Revised RSA). This means that there is a simpler upfront process for these types of disputes (as opposed to going through the dispute resolution process in clause 38 of the Revised RSA). The feedback that we received from one user was that they were broadly supportive and that overall, the clarity on dispute timelines for both parties is a good change. However there were concerns raised that the provisions may be too prescriptive and could be simplified. We have carefully considered this feedback but consider that the current drafting will work in practice and should be retained. For example, in (vi), the provision states that for any rejection, the User must provide reasons and nominate a manager to meet with the JGN billing contact listed in the 'Gas Retail Operations Contact List' administered by AEMO (or other nominee as notified by JGN). It was suggested that this could be simplified to “...*For any rejection, the User must provide reasons for rejection*”. We think that it is preferable to retain the current drafting to make the nomination process clear for each party, as there is an obligation for the nominated representatives to meet.

Under these provisions, each of the Parties must use reasonable endeavours to resolve the billing dispute as promptly and efficiently as possible. There is then a process set out where a User can raise a billing dispute in the JGN B2B platform, JGN conducts an internal investigation and informs the User of the proposed resolution. The User can then accept or reject JGN's proposed resolution. If the User rejects the proposed resolution, JGN must escalate the billing dispute and conduct a further internal investigation. The User can then accept or reject the proposed resolution. If the User again rejects the proposed resolution, the nominated representatives of each Party must meet and negotiate in good faith to resolve the dispute. If the billing dispute remains unresolved, either party may raise the billing dispute under the dispute resolution process set out in clause 38 of the Revised RSA.

3.6 Sensitive Operational Information

New provisions have been inserted to comply with JGN's FIRB obligations. Clause 37 of the Revised RSA imposes an obligation on the User to ensure that there is no offshoring. Under this provision, the user must use its best endeavours to ensure, and within its power must ensure, that it and its Associates implement written policies and procedures to ensure that all Sensitive Operational Information that is not readily available in the public domain is stored only in Australia, and is accessible only from within Australia, except where it is required to be access and stored from outside Australia in the specific circumstances outlined in the clause.

There are also provisions dealing with security where the User is obliged to take all reasonable measures to ensure that any Sensitive Operational Information held in connection with the RSA is protected against unauthorised access, use, modification, disclosure or other misuse. The User also has an obligation to implement and maintain security measures.

There are further provisions dealing with notifiable incidents, which are incidents where the User becomes aware or suspects that there has been any unauthorised access to, or use, or disclosure of, or loss of any Sensitive Operational Information.

We made changes to the Sensitive Operational Information provisions originally contained in the draft consultation version of the Revised RSA to reflect user feedback. We have reviewed the originally proposed drafting and redrafted the provisions so that it complies with our FIRB obligations in a balanced manner. We have made changes to:

- amend the definition of Sensitive Operational Information to limit the operation to information relevant to JGN (i.e. removed references to electricity);
- amend clause 37.1 so that it is less restrictive than the provision originally proposed, and closely reflects JGN's FIRB obligation;

- delete the 'permitted purpose' concept. The drafting originally proposed included an exclusion from the 'no offshoring' concept where the relevant data was required to be accessed or stored outside Australia for a 'Permitted Purpose'. This concept has been deleted as it was not considered necessary;
- consider the request from one user for reciprocity in relation to the 'security' and 'notifiable incident' provisions. We do not consider this amendment is required on the basis that the Sensitive Operational Information provisions reflect the FIRB obligations on JGN. These obligations will not be applicable to other parties, and even if they did have FIRB obligations, JGN is already bound to comply.

3.7 MHQ

There is a new provision setting out the procedure for requests to increase MHQ requirements for a Volume Customer Delivery Point. There was no provision in the Current RSA to cover this process (see new clause 4.3 of the Revised RSA).

3.8 Gas specifications and quality

As noted above, the definition of 'gas' has been changed from 'natural gas' to instead have the meaning given to the term 'covered gas' in the National Gas Law. This reflects changes in law to encompass renewable gas.

The provisions dealing with Specification Gas have also been amended so that under clause 9.1 of the Revised RSA, the Specification is:

- as prescribed by Law in NSW (modified to the extent an exemption is in place); and
- where the Law does not prescribe anything for a parameter set out in Annexure 2 (i.e. temperature at receipt point and odorant), then it is as set out in Annexure 2 (unless amended by JGN "in response to a change of circumstances reasonably likely to impact JGN's ability to ensure the continued quality, safety, reliability, and security of supply of Gas")

Under these provisions as amended, JGN only has very limited ability to make changes, and the right to make changes is limited to temperature at the receipt point and odorant (where those parameters are not otherwise specified by law).

Any potential changes to the temperature at receipt point or odorant could only be made "in response to a change of circumstances reasonably likely to impact JGN's ability to ensure the continued quality, safety, reliability, and security of supply of Gas" which is a provision that JGN considers necessary to ensure the flexibility required to operate the network.

3.9 Confidentiality

A new provision has been inserted to allow for disclosure of Confidential Information by JGN under additional circumstances. Under clause 29(a) of the Current RSA, JGN was permitted to disclose Confidential Information where permitted to do so by the National Gas Law. Under clause 36 of the Revised RSA, this condition has been retained, but in addition:

- JGN may disclose Confidential Information to an upstream pipeline where that Confidential Information constitutes throughput data at Receipt Points; and where the data is required by the upstream pipeline for allocation purposes. This addition is intended to streamline the process where upstream pipelines require information from JGN to allow them to allocate Receipt Point quantities; and
- to the retailer of last resort where that Confidential Information is historical metering data of a Customer and where permitted by Law.

We made changes to the Confidentiality provisions originally contained in the draft consultation version of the Revised RSA to reflect user feedback. The insertion of clause 36(a)(ii) to cover disclosure to the retailer of last resort was requested by a user during the consultation process. The feedback was that this provision would simplify the process where customers are transferred to a retailer of last resort from another retailer.

4. Other minor clarification changes to the RSA

Minor clarifications to the following definitions (please refer to the marked-up version of the Revised RSA):

- Confidential information
- Customer
- Customer List (definition amended to include information in printed format to reflect user feedback)
- Day
- Demand Customer Delivery Point
- Demand Customer List (definition amended to include information in printed format to reflect user feedback)
- Load
- Load Type
- Measuring Equipment
- Volume (definition amended to state what constitutes a 'standard condition' and that JGN must act "in accordance with the Retail Market Procedures". The reference to the Retail Market Procedures was added in response to user feedback during the consultation process)
- Volume Customer Delivery Point

Appendix A

User feedback on the draft RSA

A1. User feedback on the draft RSA

JGN received substantive user feedback on the draft consultation version of the RSA from AGL, Origin, Shell and Globird. JGN has carefully considered each of the points raised and has summarised the material feedback and responses in a consolidated form below.

RSA Clause	User Comment	JGN Response
Definitions	Customer List - the suggested amendment would exclude any printed information. Suggested that the definition include 'electronic or printed format'.	Change accepted
	Demand Customer List - the suggested amendment would exclude any printed information. Suggested the definition include 'electronic or printed format'.	Change accepted
	Force Majeure Event Should the proposed changes in gas directions following a RoLR be considered as part of FM or at least identified? The following addition was proposed: "Force Majeure Event means any event, circumstance or cause not within the control of a Party and which by the exercise of due diligence that Party is not reasonably able to prevent or overcome, <i>and providing that the foregoing are met</i> , includes (without limitation):"	JGN does not consider that any change is required to the FM provisions. The current drafting reflects an appropriate risk allocation. Proposed changes in gas directions following a RoLR should be managed at a market level JGN does not consider that the additional words " <i>providing that the foregoing are met</i> " are necessary from a legal perspective and does not provide any additional clarity.
	Sensitive Operational Information - It is not appropriate that a gas RSA also extends definitions to the Jemena Electricity Network, especially as these services are provided under different legislation.	Accepted - change made to the definition of 'Sensitive Operational Information' to delete references to electricity.
	Volume - Definition should refer to conversion of volume to standard conditions as defined by the Retail Procedures	Accepted - change made to reflect that it will be in accordance with the Retail Market Procedures.
	Volume Customer List - The definition would exclude any printed information. Suggest the definition be amended to include 'electronic or printed format'.	Change accepted.
1.3(e) Amendments to this Agreement	One user was concerned around how amendments reasonably required as a result of "commercial experience with" the provisions of the RSA would work. They also considered it was not entirely clear how the requirements of clauses 1.3(e) and 30.2 are intended to work together.	–Given the concerns JGN has removed the proposed amendments to Clause 1.3(e) covering "commercial experience" Clause 1.3(e) deals with where there is a Change in Law and the Parties have come to an agreement. Clause 30.2 deals with the situation where the parties have been unable to come to an agreement.

RSA Clause	User Comment	JGN Response
3.2(b) JGN's delivery obligations under the Transportation Reference Service	One user requested JGN reinstate the word "prudent" into clause 3.2(b). They did not believe that it is reasonable to remove the word.	No change - There is already a standard that the service provider needs to 'act reasonably' which is an objective test. We do not think that the word 'prudent' adds anything further.
5.3(b)(ii) Decreases in Chargeable Demand	One user noted changes have been made to this existing provision so that a User is now required to demonstrate the existence of exceptional circumstances "to JGN's satisfaction" and they think JGN should be required to act reasonably and not unfairly exercise its' discretion as to what it considers satisfactory.	No change - The current provisions state that a Reduction Request cannot occur more frequently than 12 months. JGN has proposed inserting an ability for this provision to be waived where the User can demonstrate to JGN's satisfaction that there are exceptional circumstances. Whether or not to accept this should properly be at JGN's discretion.
5.3(d)(i) Decreases in Chargeable Demand	One user requested the word "reasoned" be included back into the clause.	Agreed. We will reinsert the word 'reasoned'.
6.2(a) Procedure for authorisation of Overruns	The change to provide nominations at least 2 Business Days prior to the first day of an overrun rather than 1pm the day before was not supported by one User.	No change - the reason that JGN requires notification of a request for approval of an Overrun Quantity for a Day or for a specified period at least two business days prior to the first day of the Overrun (rather than by 1pm on the Business Day prior) is that it takes longer to assess whether an MHQ overrun is feasible without causing damage to the network and in particular the meter set. Two business days provides JGN with an adequate time to make this assessment. JGN's response to the request would be given no later than 3pm on the Business Day prior to the first day of the requested overrun, and the User will notify JGN of whether it accepts the offer wholly or in part no later than 5pm on the Business Day prior to the first day of the requested Overrun. This provides each party with appropriate timeframes and certainty around the procedure for dealing with overruns.
7.2(b)/7.2(c) User to provide JGN with forecast of withdrawals	A user raised a query with the logic of the amended drafting stating that 7.2(b) is a notice not to provide forecast withdrawals, while 7.2 (c) requires forecasts if the above notice has not been rescinded. If not rescinded – then forecasts are not required. That User suggested that the wording be amended to 'notification has been rescinded'	Amendments have been made to the drafting for clarity as the draft consultation version of the RSA provisions had been misunderstood.
8.1 Warranties	One user noted the proposed modifications to clause 8.1 so that the warranty provided by the User only applies from when the User first becomes the FRO for a Delivery Point (and not immediately upon execution of the RSA), however, considered the new drafting is contradicted by wording that states that the warranty applies "at all times during the term". They believe it should be clear that warranties that relate to a Delivery Point only apply during the period that the User is the FRO for that Delivery Point.	Accepted - JGN has amended the drafting so that the warranty only applies from the time the User first becomes a FRO for the Delivery Point and for the remainder of the term of the Agreement.

RSA Clause	User Comment	JGN Response
9.1 Gas Quality	One user said, in respect of the STTM market area, the STTM may schedule or not schedule a Shipper – who may or may not be contractually obligated to a User, a User can only contractually provide for their own shipper delivering gas within specification to a Receipt Point, and cannot be held responsible for the actions of another shipper.	No change - risk allocation is appropriate. As JGN is not a party to any arrangements with shippers and must rely on users to ensure that the gas they require it to deliver through its network meets the NSW gas quality regulations.
9.1(a)(ii) / 9.2 Amendment of Specification	One user considered it inappropriate that JGN could simply amend its specification, as this may impact Users' contracts with Shippers and cause repercussions, which could include a RoLR event.	<p>No changes are required.</p> <p>Under clause 9.1, the Specification is:</p> <ul style="list-style-type: none"> as prescribed by Law in NSW (modified to the extent an exemption is in place); and where the Law does not prescribe anything for a parameter set out in Annexure 2 (i.e. temperature at receipt point and odorant), then it is as set out in Annexure 2 (unless amended by JGN "in response to a change of circumstances reasonably likely to impact JGN's ability to ensure the continued quality, safety, reliability, and security of supply of Gas") <p>JGN therefore only has very limited ability to make changes, and the right to make changes is limited to temperature at the receipt point and odorant (where those parameters are not otherwise specified by law).</p> <p>Any potential changes to the temperature at receipt point or odorant could only be made "in response to a change of circumstances reasonably likely to impact JGN's ability to ensure the continued quality, safety, reliability, and security of supply of Gas". JGN considers that the current position is reasonable and seems unlikely to trigger a RoLR event.</p>
9.8 Exemption to Specification	One user thought this should apply to both JGN and Users if JGN is directed to take action.	No change required. The User has requested that the exemption to specifications contained in clause 9.8 also apply to Users. JGN considers that this is unnecessary because this is already captured under 9.1(a)(i). Under this clause, the User's obligation to procure that Gas complies with specifications prescribed by law is modified "to the extent necessary to accord with any exemption issued under the Law related to the specification of Gas (for the period during which the exemption applies)".
11 Deletion of Delivery Points from Customer List (e)(iv)	One user queried the logic of 11€(iv) and the User being liable for charges for an Ancillary Reference Service requested in accordance with clause 11(b)(ii)A from the date of deletion rather than up to the date of deletion (or the period the user was responsible for that delivery point).	<p>No change - clause 11(B)(ii)(A) covers abolishment under despite the removal of the Delivery Point from the Customer List, so the user is liable for that charge.</p> <p>The User will remain liable for any charges up to the date of deletion, as covered by 11(e)(v).</p>

RSA Clause	User Comment	JGN Response
14.5(e)(i) Alterations and Additional Equipment at existing Delivery Station	One user commented the drafting for 14.5(e)(i) was very broad as it refers to “acts or omissions of the User or the Customer”. They think they should only be responsible for costs in more limited scenarios where wrongful or negligent acts or omissions have caused the need for JGN to conduct works, or at least for circumstances that are within a User’s reasonable ability to influence. They requested the clause be amended to refer to wrongful or negligent acts.	Feedback noted. JGN does not propose to make changes as this is existing drafting and there have been no issues raised in practice with the operation of this clause. Including the wording 'wrongful or negligent acts' may introduce unnecessary complexity. For example, if JGN has moved the meter because the customer has placed an obstruction in front of the meter, this may open arguments as to whether this constitutes a wrongful or negligent act on behalf of the customer.
15.5(b) Safe Access to Measuring Equipment	One user comments JGN should reinsert the words “subject to clause 14.5(c)” (but updating the clause reference from 14.5(c) to 15.5(c)) – to make it clear that JGN must consult with and provide the User an opportunity to remedy a situation before altering, moving or installing Metering Equipment at the User’s cost where there is no emergency.	Accepted - the words "subject to clause 15.5(c)" have been inserted.
15.7 Site induction or safety training	One user noted under the Proposed RSA, an additional cost – “external costs” has been added, and the RSA is otherwise silent on what these costs are or how they will be calculated. They sought an explanation for the inclusion of these costs, and how they will be calculated.	The existing drafting refers to costs, including internal it doesn’t limited it to internal costs. The revised drafting just clarifies that these costs include internal and external costs. There is no actual change to the costs covered in practice with this clarification.
16.4(a)(ii) Meter reading and data	One user noted JGN’s obligation to provide “on-site data and communication equipment” so is limited so it only applies in respect of Demand Customer Delivery Points, and only where it is necessary for “Network technical reasons”. The same user has questioned what constitutes a Network technical reason? For example, might the installation of such equipment cover where Jemena are investigating a Demand Customer inquiry.	Accepted - changes made to the drafting to address comments. JGN has amended the drafting in the draft consultation version of the RSA so that JGN must provide on-site data and communication equipment at a Demand Customer Delivery Point where JGN reasonably considers that the provision of such equipment is economically and technically feasible. JGN may provide on-site data and communication equipment at a Delivery Point where required for Network technical reasons, for example where the customer has floating rather fixed metering pressure. The drafting is no longer limited to Demand Customer Delivery Points.

RSA Clause	User Comment	JGN Response
18.1 Abolishment	One user would like a provision where the network charges do not apply if they request a meter to be abolished and JGN fails to do so.	<p>Feedback noted. There was a detailed discussion of this issue as part of the last AA process. As explained, in section 4.2 of our January 2020 response to the AER's draft decision (https://www.aer.gov.au/system/files/JGN%20-%20Attachment%2015.3%20-%20Response%20to%20draft%20decision%20-%20Revisions%20to%20the%20RSA%20-%20January%202020.pdf):</p> <p><i>"Where we are unable to disconnect a delivery point, this creates the risk that the retailer for the delivery point will be unable to recover their charges from the customer. The current and proposed AA and RSA allocate this risk to retailers as they are better able than us to manage the risk. As outlined in section 4.2.4 below, our network tariffs are based on a demand forecast that assumes we continue to recover network charges from all delivery points which have not been disconnected. If we are required to forego network charges for the deemed disconnected sites, we have no ability to revise our network tariffs to recover that shortfall.</i></p> <p><i>In contrast, retailers are better able than us to manage the risk, through recovering their unrecovered revenue in relation to these deemed disconnected sites through their general cost stack.</i></p> <p><i>Changing the RSA so that network charges cease to apply if we are unable to disconnect is not just a drafting change – it would be a significant change in the existing risk allocation, resulting in us not being unable to recover our efficient costs."</i></p> <p>Our current approach continues the risk allocation under the 2020 AA and preceding AAs.</p>
19(a) Disconnection	One user would like a provision where the network charges do not apply if they request a meter to be disconnected and JGN fails to do so.	As above.
24(a)(i)(B) Prudent Discounts	One user queried the operation of this clause.	JGN discussed the operation of the clause with the User. JGN considers no changes need to be made to the proposed drafting.
25.7 Disputed Payments	<p>One user who provided feedback was broadly supportive and felt <i>"Overall, the clarity on dispute timelines for both parties is a good change."</i></p> <p>They did think clause 25.7 seemed too prescriptive and unlikely to work in practise given the various levels of employees working on disputes, which go from minor (i.e. BAU operational) to significant and suggested it be simplified through the removal of <i>"and nominate a manager to meet with the JGN billing contact listed in the Gas Retail Operations Contact List administered by AEMO (or other nominee as notified by JGN);"</i></p> <p>They note the key requirement being for both parties to meet & negotiate in good faith.</p>	<p>No change made - We have carefully considered this feedback but consider that the current drafting will work in practice and should be retained. For example, in (vi), the provision states that for any rejection, the User must provide reasons and nominate a manager to meet with the JGN billing contact listed in the 'Gas Retail Operations Contact List' administered by AEMO (or other nominee as notified by JGN. It was suggested that this could be simplified to "...For any rejection, the User must provide reasons for rejection". We think that it is preferable to retain the current drafting to make the nomination process clear for each party, as there is an obligation for the nominated representatives to meet.</p>
28.2(c) Scheduled Interruptions	One user believes that the original wording should be reinstated – the word "agree" should not be deleted. That is, JGN should agree with Users with regards to timing rather than only consulting with Users.	The word 'agree' has been replaced with 'consult' because these are typically circumstances where it is not practical or possible to reach agreement with each user in relation to scheduled interruptions (noting that JGN has up to 40 different counterparties that may be impacted).

RSA Clause	User Comment	JGN Response
30.2 Right of JGN to terminate due to Change in Law	Clause 30.2 – one user requested the wording from the Current RSA for clause 30.2 be re-instated to make it clearer the basis on which the Agreement can be terminated.	The specific concerns with the proposed drafting are unclear. Further explanation of the concerns were not received in time. JGN considers no changes need to be made to the proposed drafting.
32.2 and 32.5 Liability exclusions and limitations and JGN's exclusion of liability	One user has concerns with JGN's insurance coverage. In particular, there is the potential for the ability of a user to recover loss to be limited as a result of the extent of JGN's available insurance coverage or where other network users have already made claims which have caused the caps in the RSA to have been reached. There are also a number of events for which JGN's liability is excluded under clause 32.5. They believe that the insurance coverage should be reviewed to align it to more reasonable levels.	Feedback noted however JGN considers that the insurance provisions are appropriate. These provisions are unchanged from the current RSA as approved by the AER and reflect the risk allocations which are also unchanged from the current position. JGN considers that the exclusions for liability are appropriate.
34 Assignment	While JGN may assign, novate or transfer the Agreement without a User's consent, a User may not do the same without obtaining JGN's consent other than where specific circumstances set out in the RSA are able to be satisfied. There is an obvious imbalance between the rights of each party under this clause. We seek that corresponding assignment rights be provided to a User under the RSA	Feedback noted. We think the drafting of the clause is appropriate. Any party to which JGN would be assigning, novating or transferring the agreement would not have issues with credit (given the nature of JGN's assets). JGN does not have the ability to withhold consent in the circumstances set out in 34.2(a)(i), which ensures that the proposed transferee has the necessary level of credit-worthiness and holds appropriate authorisations and licences.
36 Confidentiality	One user suggested adding a new clause to 36(a) (iii) to a Retailer of Last Resort (RoLR) regarding customers which have been transferred to a to that Retailer of last Resort from another retailer;	Accepted – an additional provision has been inserted.
37.1 No Offshoring	One user identified this as probably the most fundamental issues. They need it to be more workable. Another user suggested adding into 37.1 (a) the following <i>JGN shall provide Sensitive Operational Information to User in hard copy form only.</i> And 37.1 (b) <i>The User has no liability under clause 37.1 (a) where JGN has supplied Sensitive Operational Information to the User which is not in hard copy form and expressly made known to be Sensitive Operational Information</i>	JGN has proposed substantial changes to the drafting of the clause to make this more workable for retailers to reflect user feedback. However JGN will not be providing Sensitive Operational Information to Users in hard copy form.
37.2 Security	One user said this clause should apply to both JGN and the user	These are obligations that JGN have with FIRB.

RSA Clause	User Comment	JGN Response
37.3 Notifiable Incident	One user said this clause should apply to both JGN and the user	No need for these provisions to apply to both JGN and the User (given that User who requested this change has no such FIRB obligations to meet). 'Sensitive Operational Information' may relate to broader information that is irrelevant to the User and restrictions are likely to apply to JGN.

Appendix B

Clauses and definitions deleted from the RSA

B1. Clauses and definitions deleted from the RSA

As referred to in clause 2.3, the following clauses and definitions were deleted in the Revised RSA as they were considered unnecessary or were not used in any substantive way:

Clauses (clause references are to the Current RSA)

- Clause 3.2 - Addition and Deletion of Delivery Points from Customer List
- Clause 9.1 - Addition of delivery points
- Clause 16 - Delivery Point served by more than one User
- Clause 17.3 - Provision of Basic Metering Equipment Charge
- Clause 18.10 - User to provide information
- Clause 18.12 - Calculation of Charges for broken periods

Definitions

- **Assignment Date:** Deleted as a concept as not used in any substantive manner.
- **Australian Standard AS ISO 1000-1988:** Deleted as not necessary to retain.
- **Calendar Year:** Deleted as not used in a substantive manner.
- **Curtailed Plan:** Definition has been moved into the AA and renamed "Load Shedding Plan" in the RSA for clarity as 'Curtailed' is used in the 'Curtailed Policy' under new rules.
- **Disclosing Party:** Deleted and moved to be defined within clause 36(a) of the Revised RSA.
- **Financially Responsible Retailer:** Deleted from the clause 9.4 of the Current RSA. The term FRO is used instead (which is a defined term).
- **Joule:** Deleted as not necessary to retain.
- **Overrun Day:** Deleted as not necessary to retain.
- **Pipelines:** Camden Gas Pipeline removed on the basis that it will shortly be decommissioned.
- **Primary Measurement:** Deleted as not necessary to retain.
- **Replacement Gas:** Provisions dealing with Replacement Gas to be inserted into the AA.
- **Secondary Measurement:** Deleted as not necessary to retain.
- **Small Customer Delivery Point:** Deleted as not used in a substantive manner.
- **Specified Period:** Deleted as not used in a substantive manner.
- **Standard Conditions:** Deleted and moved into the definition of Volume, which is now the only place this term is used.
- **Volume Customer List:** "station ID" deleted as it is not a defined term and is not relevant for Volume Customers. Changed terminology for consistency with RMP.