

APA
Group



GasNet Australia Access Arrangement

Approved:

Commencement Date: 1 January 2008

GasNet Australia Access Arrangement

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GasNet Australia Access Arrangement

Details

Covered Pipeline	Principal Transmission System (“PTS”)	
Lodged By	GasNet Australia (Operations) Pty Ltd ABN 65 083 009 278 (“GasNet”)	
Contact	Address	180 Greens Road Dandenong, VIC 3175
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	Attention	Company Secretary
Commencement Date	1 January 2008	
End Date	31 December 2012	

GasNet Australia Access Arrangement

General

1 Introduction

1.1 Purpose

This Access Arrangement is established for the PTS.

1.2 Access to PTS

The PTS is a Covered Pipeline under the Code.

This Access Arrangement sets out the policies, tariffs and basic terms and conditions on which GasNet will provide the Tariffed Transmission Service.

1.3 Description of the PTS

The PTS is a high pressure gas transmission network which transports natural gas within Victoria and to New South Wales via the Interconnect Pipeline. As at 1 January 2008, the PTS:

- (a) comprised approximately 1,933 km of pipelines;
- (b) had five main injection points at:
 - (i) Longford, being:
 - (A) the site of the Esso/BHP Billiton processing facility; and
 - (B) VicHub (the interconnection with the Eastern Gas Pipeline);
 - (ii) Culcairn (the interconnection with the Moomba-Sydney Pipeline System);
 - (iii) Port Campbell, being:
 - (A) the injection point for WUGS and various production fields; and
 - (B) the interconnection with the SEA Gas Pipeline and Minerva processing plant;
 - (iv) Dandenong (the site of the LNG facility);
 - (v) Pakenham (the injection point for gas sourced from the Yolla fields); and

- (c) served a total consumption base of approximately 1.4 million residential consumers and approximately 45,000 industrial and commercial consumers in Melbourne and regional Victoria.

The PTS is described more fully in Schedule 5 of this Access Arrangement.

2 Term

2.1 Commencement

This Access Arrangement commences on 1 January 2008.

2.2 Revisions Submission Date

The Revisions Submission Date is 31 March 2012.

2.3 Revisions Commencement Date

The Revisions Commencement Date is the later of 1 January 2013 and the date on which approval of revisions to this Access Arrangement take effect.

3 Services Policy

3.1 Relationship with VENCORP

GasNet owns the PTS and VENCORP operates the PTS.

Access to the PTS for Users is governed by the MSO Rules, which establish a Market Carriage regime for the transportation of gas. In order to obtain access to the PTS, a User must register with VENCORP as a Market Participant under the MSO Rules. The MSO Rules also require that Users enter into an agreement with GasNet that provides for the payment of the Transmission Tariffs to GasNet.

In order to provide access to the PTS under the MSO Rules, VENCORP obtains the availability of the PTS from GasNet. GasNet and VENCORP are parties to the Service Envelope Agreement, under which:

- (a) GasNet:
 - (i) makes available the entire PTS to VENCORP; and
 - (ii) provides a range of supporting services to VENCORP; and
- (b) VENCORP operates the PTS in accordance with the MSO Rules.

3.2 Reference Service

GasNet will make available a single Reference Service comprising the Tariffed Transmission Service.

3.3 Terms and Conditions

The terms and conditions on which GasNet will supply the Tariffed Transmission Service are:

- (a) in respect of making the PTS available to VENCORP, the same terms as those set out in the Service Envelope Agreement and the MSO Rules; and
- (b) in respect of entering into agreements with Users for the payment of the Tariffed Transmission Services, terms and conditions which reflect the principles in Schedule 6.

3.4 Existing contractual obligations

The Service Envelope Agreement includes firm and binding contractual obligations of GasNet and VENCORP. VENCORP is an existing User of the PTS.

GasNet is not required to provide any services or take any steps that are inconsistent with or that adversely affect the performance of:

- (a) GasNet's obligations under the Service Envelope Agreement; or
- (b) VENCORP's obligations under the Service Envelope Agreement.

3.5 Availability of Service Envelope Agreement

GasNet agrees to make available to a User, upon request, a copy of the Service Envelope Agreement

4 Reference Tariff Policy - Transmission Tariffs

4.1 Transmission Tariffs

This Access Arrangement governs the Transmission Tariffs, being the Reference Tariff applicable to the Tariffed Transmission Service.

4.2 Initial Transmission Tariffs

The initial Transmission Tariffs (excluding GST) are set out in Schedule 1.

The Transmission Tariffs comprise:

- (a) the rules and billing parameters set out in Schedule 1;
- (b) the GST-exclusive tariffs set out in Schedule 1 or as amended in accordance with this Access Arrangement; plus
- (c) an additional amount of GST calculated by multiplying the relevant GST exclusive tariffs by the prevailing GST rate.

4.3 **Tariff Path**

Transmission Tariffs may be altered in accordance with this clause 4 and the procedures and principles set out in Schedules 3 and 4.

The Transmission Tariffs may vary on the basis of a Reference Tariff Control Formula Approach.

Under this approach, an initial set of Reference Tariffs may vary over the Third Access Arrangement Period in accordance with a specified formulae or process. The formulae are set out in Schedule 4.

4.4 **New Facilities Investment that satisfies section 8.16 of the Code**

The Transmission Tariffs have been determined on the basis of New Facilities Investment that is forecast to occur within the Third Access Arrangement Period and is reasonably expected to pass the requirements in section 8.16(a) of the Code.

In addition, under section 8.15 of the Code, GasNet may, at any time during the Third Access Arrangement Period, submit revisions to this Access Arrangement to increase the Capital Base of the PTS to recognise further New Facilities Investment that satisfies section 8.16(a) of the Code.

4.5 **New Facilities Investment that does not satisfy section 8.16(a) of the Code**

In addition to its other rights under the Code, GasNet may, at its discretion, undertake New Facilities Investment that does not satisfy the requirements of section 8.16(a) of the Code (“**Speculative Facilities**”).

If GasNet constructs Speculative Facilities, then:

- (a) the portion of the New Facilities Investment which does satisfy the requirements of section 8.16(a) of the Code (the “**Recoverable Portion**” under the Code) may, on a revision application by GasNet, be incorporated into the Capital Base of the PTS; and
- (b) an amount in respect of the balance of the New Facilities Investment forms part of the Speculative Investment Fund (as contemplated by the Code) and may be subsequently added to the Capital Base if, at any time, the type and volume of services provided using the increase in Capacity attributable to the Speculative Facilities change such that any part of the Speculative Investment Fund would then satisfy the requirements of section 8.16(a).

The amount of the Speculative Investment Fund is to be calculated in accordance with section 8.19 of the Code.

4.6 **Capital Redundancy**

The Regulator may review, and if necessary, adjust the Capital Base (at the start of the Fourth Access Arrangement Period) to take account of wholly or partially redundant assets, being assets which:

- (a) as a whole no longer contribute to the provision of the Tariffed Transmission Service; or
- (b) have a reduced contribution to the provision of the Tariffed Transmission Service due to the partial redundancy of that asset.

4.7 Incentive Mechanism

As contemplated by section 8.44 of the Code, this Access Arrangement incorporates an incentive mechanism that permits GasNet to retain certain returns (if any) from the Transmission Tariffs during the Third Access Arrangement Period that exceed the level of returns expected at the beginning of the Third Access Arrangement Period.

In particular, this Access Arrangement incorporates a rolling carryover incentive mechanism that permits GasNet to retain efficiency gains from the Third Access Arrangement Period in the Fourth Access Arrangement Period as discussed in clause 7.2.

4.8 Fixed Principles

The Fixed Principles applying to the Fourth Access Arrangement Period are set out in clause 7.

4.9 Pass Through Events

If a Pass Through Event occurs, then GasNet is entitled to amend the Transmission Tariffs to pass through the financial effect of the Pass Through Event in accordance with clause 6.

4.10 Tariff amendment

To avoid doubt, any amendment to the Transmission Tariffs in the Third Access Arrangement Period made under or as contemplated by clauses 4.2, 4.3, 4.9 or 6:

- (a) constitutes an amendment under GasNet's Reference Tariff Policy; and
- (b) does not constitute a revision of this Access Arrangement under the Code.

4.11 Self-insurance

- (a) GasNet will self insure in respect of the following risks for the Third Access Arrangement Period:
 - (i) extortion and bomb threats;
 - (ii) insurer credit risk;
 - (iii) uplift liability;
 - (iv) key person risk;

- (v) employment practices risk; and
 - (vi) fraud risk.
- (b) Any losses incurred by GasNet in respect of the risks identified in paragraph (a) will not be included in calculating Reference Tariffs.

5 Extensions and Expansions Policy

5.1 Coverage

- (a) Subject to clauses 5.1(b) and 5.1(c), an Extension to, or Expansion of, the PTS is covered by this Access Arrangement.
- (b) An Extension will not be covered by this Access Arrangement if GasNet gives written notice to the Regulator before the Extension comes into service that the Extension will not be covered by this Access Arrangement.
- (c) An Expansion required to increase withdrawals at Culcairn over and above the current capacity of 17 TJ/day will be covered unless the Regulator, before the decision to construct the New Facility is made by the Service Provider, agrees that it should not be covered.

5.2 Effect of Extension/Expansion on Reference Tariffs

- (a) If an Extension to, or Expansion of, the PTS is covered by this Access Arrangement, then GasNet may, as contemplated by clauses 4.4 and 4.5 of this Access Arrangement, submit revisions to this Access Arrangement under section 2.28 of the Code, seeking to increase the Capital Base for the PTS to recognise the actual capital costs incurred in constructing the Extension or Expansion.
- (b) Those revisions will be considered under the relevant provisions of the Code (including sections 8.15 to 8.19 of the Code) and, as contemplated by the Code, may result in the Capital Base being increased to reflect:
 - (i) the actual capital costs incurred in relation to the Extension or Expansion; or
 - (ii) if the New Facilities Investment does not satisfy the requirements of section 8.16(a), the Recoverable Portion.

6 Pass Through Events

6.1 Pass Through Event statement

- (a) Subject to clause 6.4, in relation to each Regulatory Year (t) GasNet must, at least 50 Business Days before the start of that Regulatory Year (ie during Regulatory Year (t-1)), give a statement to the Regulator stating whether or not there are any Pass Through Events that:

- (i) have a financial effect on GasNet in the current or previous Access Arrangement Period; or
- (ii) are reasonably anticipated to have a financial effect on GasNet in Regulatory Year (t),

which have not been previously notified to the Regulator under this clause.

- (b) GasNet may replace the statement under 6.1(a) at any time prior to submitting a notice to vary tariffs under Schedule 3.
- (c) If the statement provided to the Regulator under clause 6.1(a) identifies one or more Pass Through Events, then the statement must include, in relation to each of these Pass Through Events:
 - (i) details of the Pass Through Event concerned;
 - (ii) the date the Pass Through Event took or will take effect;
 - (iii) the financial effects or anticipated financial effects of the Pass Through Event on GasNet; and
 - (iv) the Preliminary Pass Through Amount GasNet proposes in relation to the Pass Through Event, which must be set in accordance with the criteria in clause 6.2(a) below.
- (d) A statement given under clause 6.1(a) must include documentary evidence (if available) which substantiates the financial or anticipated financial effects of the Pass Through Event. GasNet must use best endeavours to ensure that such information is available.
- (e) For the avoidance of doubt, a statement under clause 6.1(a) above does not constitute a notice for the purposes of section 8.3B of the Code.

6.2 Pass Through Amount Criteria

- (a) GasNet may only apply a pass through amount to the Transmission Tariffs if:
 - (i) a Pass Through Event has occurred or will occur;
 - (ii) the financial effect or anticipated financial effect of the pass through amount on GasNet in the Third Access Arrangement Period and subsequent Access Arrangement Periods associated with the Pass Through Event concerned will result in GasNet being economically neutral taking into account:
 - (A) the financial effect to GasNet associated with the Tariffed Transmission Service attributable to the Pass Through Event concerned, and the time at which the financial effect arises;

- (B) in relation to a Change in Taxes Event, the impact of any change in another tax which was introduced as complementary to the Change in Taxes Event concerned;
 - (C) the effect of any other previous Pass Through Events which have not previously been applied to the Transmission Tariffs in accordance with the Code or this Access Arrangement;
 - (D) in relation to a Counterparty Default Event, the recovery of any outstanding amounts; and
 - (E) any other relevant factors; and
- (iii) in relation to a Fuel Gas Event, GasNet has sought tenders or quotes from at least three independent suppliers for its fuel gas requirements before entering into an agreement for the supply of fuel gas.
- (b) A Pass Through Amount may be positive or negative.

6.3 How does GasNet apply a Pass Through Amount?

A Pass Through Amount must be applied by GasNet in accordance with Schedule 4.

6.4 Pass Through Amounts which incorporate a forecast

For the purposes of calculating the benefit sharing allowance under clause 7.2 and in applying the Price Control Formula in Schedule 4, a Pass Through Amount which incorporates a forecast will be updated so as to reflect the actual Pass Through Amount (when known).

6.5 Immaterial Pass Through Amounts

GasNet is not required to prepare a statement under clause 6.1(a) if the aggregate of all Pass Through Amounts for Regulatory Year (t) is between \$-50,000 and \$50,000.

7 Fixed Principles

In making a determination in relation to the Reference Tariff (or Reference Tariffs) with respect to GasNet for the Fourth Access Arrangement Period, the Regulator must adopt the following Fixed Principles.

7.1 Carry-forward amount

The Regulator must include in the Reference Tariffs for the Fourth Access Arrangement Period:

- (a) an allowance for FCA (as defined in Schedule 4); and
- (b) an allowance for SCA (as defined in Schedule 4).

7.2 Benefit sharing allowance

- (a) In each of the first five years after 2012, the Reference Tariffs must be determined in a manner that includes, in addition to all other amounts required or permitted under the Code or GasNet's Access Arrangement, a benefit sharing allowance calculated in accordance with this clause.
- (b) The benefit sharing allowance (B_t) in each year (t) is equal to the sum of the efficiency gains (E_t) in selected prior years, as given in the following table:

Year	B_t
2013	$E_{2008} + E_{2009} + E_{2010} + E_{2011}$
2014	$E_{2009} + E_{2010} + E_{2011}$
2015	$E_{2010} + E_{2011}$
2016	E_{2011}
2017	

- (c) The efficiency gain for 2008 is calculated in accordance with the following formula:

$$E_{2008} = F_{2008} - A_{2008}$$

where:

F_{2008} = GasNet's forecast operating costs for 2008

A_{2008} = GasNet's actual operating costs for 2008

- (d) The efficiency gains or losses (E_t) for each of 2009, 2010, and 2011 are calculated in accordance with the following formula:

$$E_t = (A_{t-1} - A_t) - (F_{t-1} - F_t)$$

where:

A_t = GasNet's actual operating costs for year (t)

A_{t-1} = GasNet's actual operating costs for the year prior to year (t)

F_t = GasNet's forecast operating costs for year (t)

F_{t-1} = GasNet's forecast operating costs for the year prior to year (t)

- (e) In each case, A_t , A_{t-1} and A_{2008} must be determined:

- (i) using the same cost categories and methodology used to calculate the total forecasts in Table 3-6 of GasNet's Access Arrangement Information (excluding, for the avoidance of doubt any regulatory costs and expenses associated with

GasNet's access arrangement for the Fourth Access Arrangement Period);

- (ii) excluding any actual fuel gas costs; and
 - (iii) without adjustments for volume.
- (f) GasNet's forecast operating costs for any year, are equal to:
- (i) the forecast operating costs for that year as shown in Table 3-6 of GasNet's Access Arrangement Information, less
 - (A) fuel gas costs; and
 - (B) any efficiency carry over (benefit sharing allowance) from any previous Access Arrangement Period; plus
 - (ii) the aggregate of all Pass Through Amounts with respect to that year, excluding any amounts arising from a Fuel Gas Event; plus
 - (iii) additional operating and maintenance costs (excluding fuel gas costs) associated with Extensions and Expansions which are included in GasNet's Capital Base at the commencement of the Fourth Access Arrangement Period, but which are not included in the forecast capital expenditure for 2008 to 2012 as shown in Table 3-10 of the Access Arrangement Information.
- (g) For the purposes of calculating the benefit sharing allowance (B_t) in the years 2013 to 2016, the actual and forecast operating costs in 2008 to 2011 must be reduced to real 2007 dollars. The calculated allowance (B_t) in each year must then be adjusted by the actual and forecast CPI change between 2007 and that year (2013 to 2016).
- (h) In calculating the allowable revenues for operations and maintenance expenditure for the Fourth Access Arrangement Period, the Regulator must:
- (i) comply with the requirements of the Code;
 - (ii) take into account the actual operating costs in 2011, adjusted for the change in forecast operating costs between 2011 and 2012 and, to avoid doubt, not taking into account the efficiency gain (loss) made in 2012;
 - (iii) take into account forecast changes in workload, taxes, Regulatory Events, insurance premiums and other relevant costs between 2011 and each year of the Fourth Access Arrangement Period; and
 - (iv) take into account a percentage trend factor.

7.3 Pass through carry forward

If:

- (a) a Pass Through Event has occurred;
- (b) the Pass Through Event has a financial effect on GasNet in the Third Access Arrangement Period; and
- (c) GasNet has not given a statement under clause 6.1(a) or a notice under section 8.3B of the Code during the Third Access Arrangement Period in relation to that Pass Through Event,

then GasNet may include a Pass Through Amount in relation to that Pass Through Event in a statement under clause 6.1(a) (or an equivalent) and a notice under section 8.3B of the Code in the Fourth Access Arrangement Period.

8 General

8.1 Capacity Management Policy

The PTS is a Market Carriage pipeline.

8.2 Queuing Policy

The Queuing Policy for the PTS is incorporated in clauses 3.1, 3.3 and 5.3 of the MSO Rules and is administered by VENCORP pursuant to the MSO Rules.

9 Interpretation

9.1 Definitions

The following meanings apply unless the contrary intention appears. Capitalised terms used in this Access Arrangement which are not defined have the meaning given to those terms in the Code.

10 Day Injection Volume means, in relation to each Injection Zone, a quantity of gas (in GJ) injected on behalf of a Shipper at that Injection Zone during the 10 Gas Days in the Peak Period when the 10 highest quantities of gas (in GJ) were injected at that Zone.

Applicable Law means any legislation, delegated legislation (including regulations), codes, licences or guidelines associated with the Tariffed Transmission Service, and includes the Code and the MSO Rules.

Authority means any government or regulatory department, body, instrumentality, minister, agency or authority (including VENCORP and the Regulator) or any body which is the successor to the administrative responsibilities to that department, body, instrumentality, minister, agency or authority.

Business Day means a day other than a Saturday or Sunday or a day proclaimed as a public holiday in Melbourne.

Change in Taxes Event means:

- (a) a change in the way or rate at which a Relevant Tax is calculated (including a change in the application or official interpretation of Relevant Tax); or
- (b) the removal or imposition of a Relevant Tax,

to the extent that the change, removal or imposition results in a change in the amount GasNet is required to pay or is taken to pay (whether directly or under any contract) by way of Relevant Taxes.

Code means the National Third Party Access Code for Natural Gas Pipeline Systems.

Commencement Date means 1 January 2008.

Connected Transmission Pipeline means the pipelines named as “connected transmission pipelines” in clause 1.3(b) of Schedule 1.

Connection Point means a point where gas may be Injected into or Withdrawn from the PTS.

Consumer means a person who consumes or proposes to consume gas transported through the PTS.

Counterparty Default Event means the default by a Shipper in respect of an amount or amounts payable by the Shipper to GasNet under the relevant agreement for payment of the Transmission Tariffs.

CPI means the Consumer Price Index All Groups, Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics.

Cross System Withdrawal Tariff means the tariff specified in clause 1.3(d) of Schedule 1, as amended in accordance with this Access Arrangement.

Distribution Tariff D means the relevant gas distribution tariff of that name or, if no such tariff exists, a reasonable replacement nominated by GasNet and approved by the Regulator.

DUAFG means distribution unaccounted for gas.

EDD means the Effective Degree Days as defined in the VENCORP 2007 APR.

Fourth Access Arrangement Period means the Access Arrangement Period commencing on 1 January 2013.

Fuel Gas Event means a variation to GasNet’s actual fuel gas costs for a year from the forecast gas fuel costs for that year in Table 3.6 of GasNet’s Access Arrangement Information.

Gas Day has the same meaning as in the MSO Rules.

GasNet (NSW) means GasNet Australia (NSW) Pty Ltd, ABN 14 079 136 413 (formerly Transmission Pipelines Australia (Assets) Pty Ltd).

GIA means the Gas Industry Act 2001 (Vic).

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 including all amendments made to the Act and any other regulations and other instruments made under the Act.

Injection means an injection of gas into the PTS (and Inject and Injected have corresponding meanings).

Injection Pipeline means, in relation to an Injection Zone, the corresponding pipeline or pipelines and, to avoid doubt, includes:

- (a) in relation to the Longford Injection Zone, any or all of the pipeline from Longford to Pakenham;
- (b) in relation to the Port Campbell Injection Zone, any or all of the pipeline from Iona to Lara; and
- (c) in relation to the Culcairn Injection Zone, any or all of the pipeline from Culcairn to Barnawartha.

Injection Tariffs means the tariffs for Injections of gas into the PTS calculated in accordance with clause 1.2 of Schedule 1, as amended in accordance with the Access Arrangement.

Injection Point means a Connection Point at which gas may be Injected into the PTS.

Injection Zone means the Injection Point or Injection Points identified in section 2.1 of Schedule 2 as an "Injection Zone".

Interconnect Pipeline means the pipeline owned by GasNet from Barnawartha in Victoria to Culcairn in New South Wales.

Insurance Event means circumstances in which GasNet is required to pay a deductible in connection with a claim under an insurance policy.

LNG Storage Facility means the LNG storage facility owned by GasNet which is located at Dandenong.

Market Carriage has the meaning given in the Code.

Market Participant has the meaning given in the MSO Rules.

Matched Withdrawal means, in relation to any gas Injected into the PTS, the corresponding Withdrawal (if any) to which the gas is allocated under the rules set out in clause 1.5 of Schedule 1.

MIRN means meter identification registration number.

MSO Rules has the meaning given in the GIA.

New Facilities Investment has the meaning given in the Code.

Pass Through Event means:

- (a) a Change in Taxes Event;
- (b) a Regulatory Event;
- (c) an Insurance Event;
- (d) a Counterparty Default Event;
- (e) a Terrorism Event; or
- (f) a Fuel Gas Event.

Pass Through Amount means the pass through amount specified by GasNet in a notice under section 8.3B of the Code:

- (a) which is allowed under section 8.3D of the Code because of effluxion of time; or
- (b) as varied by the Regulator under section 8.3E of the Code.

Peak Period means the period of 1 June to 30 September of a calendar year.

Preliminary Pass Through Amount means the amount or amounts that GasNet proposes as the financial or anticipated financial effect of the Pass Through Event in its statement under clause 6.1(a).

PTS means the GasNet System, being the Gas Transmission System as defined in the Service Envelope Agreement, but for the purposes of this Access Arrangement, excludes:

- (a) any Extension that GasNet elects not to be covered by this Access Arrangement in accordance with clause 5.1(b); and
- (b) any Expansion that the Regulator agrees should not be covered by this Access Arrangement in accordance with clause 5.1(c).

Regulator means the Relevant Regulator under the Code which, at the date of this Access Arrangement is the Australian Competition and Consumer Commission.

Regulatory Event means a decision made by the Regulator or any other Authority or any amendment to an Applicable Law that has the effect of:

- (a) imposing minimum standards (including safety or technical standards) on GasNet relating to the Tariffed Transmission Service that are different from the set of minimum standards imposed on GasNet associated with the Tariffed Transmission Service;

- (b) altering the nature or scope of the services that comprise the Tariffed Transmission Service;
- (c) substantially varying the manner in which GasNet is required to undertake any activity forming part of the Tariffed Transmission Service from the Commencement Date; or
- (d) substantially varying the manner in which GasNet is able to recover costs from the Commencement Date,

as a result of which GasNet incurs materially higher or lower costs associated with the Tariffed Transmission Service than it would have incurred but for that event.

Regulatory Year means each year during the Third Access Arrangement Period beginning on 1 January and ending on 31 December.

Relevant Tax means any tax, (including any rate, duty, charge, levy or other like or analogous impost paid or taken to be paid by GasNet associated with the Tariffed Transmission Service), but excludes:

- (a) income tax (or State equivalent tax) and capital gains tax;
- (b) penalties and interest for late payment relating to any tax, rate, duty, charge, levy or analogous impost;
- (c) fees and charges paid or payable in respect of a Regulatory Event;
- (d) stamp duty, financial institutions duty, bank accounts debits tax or similar taxes or duties; and
- (e) any tax, rate, duty, charge, levy or other like or analogous impost which replaces the taxes and charges referred to in (a) to (d).

Second Access Arrangement means the access arrangement (including any revisions) for the Second Access Arrangement Period.

Second Access Arrangement Period means the Access Arrangement Period commencing on 1 January 2003 and ending on 31 December 2007.

Service Envelope Agreement means the agreement of that name entered into between VENCORP, GasNet (NSW) and GasNet dated 2 November 2006, as amended from time to time.

Shipper means a person who transports gas on the PTS.

Speculative Facilities has the meaning given in clause 4.5.

Speculative Investment Fund has the meaning given in the Code.

Storage Facility means a facility for the storage of gas including the LNG Storage Facility and underground storage.

Supply Point has the meaning given in the *Gas Industry (Residual Provisions) Act 1994* (Vic).

System Export Tariff means the tariff, specified in clause 1.3(c) of this Schedule, as amended in accordance with the Access Arrangement.

Tariffed Transmission Service means making available the PTS on the same terms as those set out in the Service Envelope Agreement and entering into agreements with Users in accordance with section 5.3.1(aa) of the MSO Rules.

Terrorism Event means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Third Access Arrangement Period means the Access Arrangement Period commencing on 1 January 2008 and ending on 31 December 2012.

Transmission Delivery Tariff means Transmission Delivery Tariff D or Transmission Delivery Tariff V.

Transmission Delivery Tariff D means the tariffs identified as “transmission delivery tariff D” in clause 1.3(a) of Schedule 1, as amended in accordance with the Access Arrangement.

Transmission Delivery Tariff V means the tariffs identified as “transmission delivery tariff V” in clause 1.3(a) of Schedule 1, as amended in accordance with the Access Arrangement.

Transmission Refill Tariff means the tariffs specified in clause 1.3(d) of Schedule 1, as amended in accordance with the Access Arrangement.

Transmission Tariffs means the tariffs for the Tariffed Transmission Service, calculated in accordance with this Access Arrangement.

VENCorp has the meaning given in the GIA.

VENCorp 2007 APR means the Annual Gas Planning Report for the forecast period 2008-2012, prepared by VENCorp and published in November 2007.

VENCorp Market Services has the meaning given in paragraph (b) of the definition of “market services” in section 52AA of the GIA.

VicHub means the licensed transmission pressure gas pipeline joining the PTS to the Eastern and Tasmanian Gas Pipelines in the vicinity of Longford.

Withdrawal means a withdrawal of gas from the PTS (and Withdraw has a corresponding meaning).

Withdrawal Point means a Connection Point at which gas may be Withdrawn from the PTS.

Withdrawal Tariffs means the tariffs for Withdrawals of gas from the PTS calculated in accordance with clause 1.3 of Schedule 1, as amended in accordance with the Access Arrangement.

Withdrawal Zone means the Withdrawal Point or Withdrawal Points identified in clause 2.2 of Schedule 2 as a “Withdrawal Zone”.

Zone means a Withdrawal Zone or an Injection Zone.

WUGS means the western underground gas storage facility located at Iona.

9.2 Interpretation

Unless the contrary intention appears, a reference in this Access Arrangement to:

- (a) **(variations or replacement)** a document (including this Access Arrangement) includes any variation or replacement of it;
- (b) **(clauses and schedules)** a clause or schedule is a reference to a section of or schedule to this Access Arrangement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(singular includes plural)** the singular includes the plural and vice versa;
- (e) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (g) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

9.3 GasNet (NSW)

This Access Arrangement applies to GasNet itself and GasNet (NSW) as owners of the PTS. However, GasNet and GasNet (NSW) are not partners. Where relevant, all references to GasNet are taken to be references to each of GasNet and GasNet (NSW) severally.

GasNet Australia Access Arrangement

Schedule 1 - Initial Transmission Tariffs

1.1 Transmission Tariffs

The Transmission Tariffs comprise:

- (a) the Injection Tariffs, being the tariffs for Injections into the PTS calculated under clause 1.2 of this Schedule; and
- (b) the Withdrawal Tariffs, being the tariffs for Withdrawals from the PTS calculated under clause 1.3 of this Schedule.

1.2 Injection Tariffs

The Injection Tariff applicable to an Injection into the PTS is determined by reference to the location of the Injection and the deemed location of the Matched Withdrawal.

The principles for determining the applicable Injection Zone and Matched Withdrawal Zone are discussed in clauses 1.4 and 1.5 of this Schedule.

(a) Injection at Longford Injection Zone

Matched Withdrawal Zone	Injection Tariff (\$/GJ, for the 10 Day Injection Volume)	X-factor
All Withdrawal Zones except LaTrobe, Maryvale, Tyers, West Gippsland and Lurgi	2.1162	-2.8%
LaTrobe & Maryvale	0.3509	-2.8%
Tyers & Lurgi	0.5027	-2.8%
West Gippsland	1.2697	-2.8%

(b) Injection at Culcairn Injection Zone

Matched Withdrawal Zone	Injection Tariff (\$/GJ, for the 10 Day Injection Volume)	X-factor
All Withdrawal Zones except Interconnect	1.6525	-2.8%
Interconnect	0.4168	-2.8%

(c) Injection at Port Campbell Injection Zone

Matched Withdrawal Zone	Injection Tariff (\$/GJ, for the 10 Day Injection Volume)	X-factor
All Withdrawal Zones except Western, South West and SEAGas Pipeline	1.9514	-2.8%
Western and SEAGas Pipeline	0.0000	NA
South West	0.6946	-2.8%

(d) *Injection at Pakenham Injection Zone*

Matched Withdrawal Zone	Injection Tariff (\$/GJ, for the 10 Day Injection Volume)	X-factor
All Zones	0.3413	-2.8%

(e) *Injection at Dandenong Injection Zone*

Matched Withdrawal Zone	Injection Tariff (\$/GJ, for the 10 Day Injection Volume)	X-factor
All Zones	0.0000	NA

1.3 Withdrawal Tariffs

The Withdrawal Tariff applicable to a Withdrawal from the PTS is determined by reference to the location of the Connection Point at which the Withdrawal occurs and the nature of the Withdrawal.

The principles for determining the applicable Zone in which a Connection Point is located and the nature of a Withdrawal are discussed in clauses 1.4 and 1.6 of this Schedule.

(a) *Transmission Delivery Tariff*

Subject to the exceptions in clauses 1.3(b), 1.3(c), 1.3(d), 1.3(e) and 1.3(f) of this Schedule, the Withdrawal Tariffs are as follows:

Withdrawal Zone Number	Withdrawal Zone Name	Transmission delivery tariff D (\$/GJ)	Transmission delivery tariff V (\$/GJ)	X-factor
1	LaTrobe	0.1380	0.1368	-2.8%
2	West Gippsland	0.1367	0.1367	-2.8%
3	Lurgi	0.1768	0.2093	-2.8%
4	Metro North West	0.3083	0.3422	-2.8%
5	Calder	0.8998	0.9143	-2.8%
6	South Hume	0.4317	0.4279	-2.8%
7	Echuca	0.8247	1.2037	-2.8%
8	North Hume	0.8374	1.0814	-2.8%
9	Western	0.5533	0.6513	-2.8%
21	Warmambool	0.0867	0.1320	0.0%
22	Koroit	0.1820	0.3967	0.0%
10	Murray Valley	1.2583	1.7073	-2.8%
11	Interconnect	1.3912	NA	-2.8%
13	South West	0.1368	0.1369	-2.8%
17	Wodonga	1.0165	1.5211	-2.8%
18	Tyers	0.1826	0.1801	-2.8%
19	Culcairn	0.8703	NA	0.0%
20	Metro South East	0.3083	0.3422	-2.8%
24	Geelong	0.1394	0.1410	-2.8%
25	Maryvale	0.0456	NA	-2.8%

(b) *System Export Tariff*

Where a Connection Point in an Injection Zone services an export of gas from the PTS to a Connected Transmission Pipeline, gas Injected at that Injection Zone and Withdrawn through that Connection Point is subject to the System Export Tariff specified below, instead of the Withdrawal Tariff specified in clause 1.3(a) of this Schedule.

Withdrawal Zone Number	Connected Transmission Pipeline Name	System Export Tariff (\$/GJ)	X-factor
31	VicHub	0.0000	0.0%
33	SEA Gas Pipeline	0.0200	0.0%

(c) *Transmission Refill Tariff*

Where a Connection Point services a Storage Facility, all gas Withdrawn through that Connection Point is subject to the Transmission Refill Tariff specified below, instead of the Withdrawal Tariff specified in clause 1.3(a) of this Schedule.

Withdrawal Zone Number	Storage Facility Name	Transmission Refill Tariff (\$/GJ)	X-factor
23	LNG	0.1500	0.0%
32	WUGS	0.2000	0.0%

(d) *Cross System Withdrawal Tariff*

If:

- (i) gas is Withdrawn at a Connection Point, other than a Connection Point servicing a Storage Facility, located on an Injection Pipeline other than the Interconnect Pipeline; and
- (ii) that Withdrawal is a Matched Withdrawal with respect to an Injection Zone other than the Injection Zone for that Injection Pipeline,

then the Withdrawal is subject to the following Cross System Withdrawal Tariff in addition to the applicable Injection Tariff and Withdrawal Tariff.

Injection Pipeline	Cross System Withdrawal Tariff D (\$/GJ)	Transmission delivery tariff V (\$/GJ)	X-factor
All	0.1715	0.2053	-2.8%

(e) *Matched Withdrawals - Culcairn*

If a Withdrawal in one of the following Zones is a Matched Withdrawal relating to Injections in the Culcairn Zone, then the

following Matched Withdrawal Tariffs apply instead of the tariffs described in clause 1.3(a) of this Schedule:

Withdrawal Zone Number	Withdrawal Zone Name	Transmission delivery tariff D (\$/GJ)	Transmission delivery tariff V (\$/GJ)	X-factor
8	North Hume	0.3431	0.3912	-2.8%
11	Interconnect	0.0000	NA	-2.8%
17	Wodonga	0.1711	0.1879	-2.8%

(f) *Matched Withdrawals - Metro (South East)*

If a Withdrawal in the Metro South East Zone is a Matched Withdrawal relating to Injections in the Pakenham Zone, then the following Matched Withdrawal Tariffs apply instead of the tariffs described in clause 1.3(a) of this Schedule:

Withdrawal Zone Number	Withdrawal Zone Name	Transmission delivery tariff D (\$/GJ)	Transmission delivery tariff V (\$/GJ)	X-factor
20	Metro South East	0.1534	0.1723	0.0%

1.4 Assignment of Zones

- (a) Each Withdrawal at a Connection Point is taken to occur in the Withdrawal Zone to which the Connection Point is allocated in accordance with Schedule 2.
- (b) Each Injection at a Connection Point is taken to occur in the Injection Zone to which the Connection Point is allocated in accordance with Schedule 2.

1.5 Assignment of Withdrawals to Injection locations

- (a) For the purposes of this Schedule, Withdrawals by a Shipper in a Withdrawal Zone on a Gas Day are deemed to have been Injected:
 - (i) at the closest Injection Zone at which the Shipper injected gas, to the extent that such Injections have not been deemed to have been Withdrawn at a closer Withdrawal Zone to that Injection Zone;
 - (ii) to the extent that Shipper's Withdrawals have not been allocated under clause (i), at the next closest Injection Zone at which the Shipper Injected gas on that Gas Day, to the extent that such Injections have not been deemed to have been Withdrawn at a closer Withdrawal Zone to that Injection Zone; and
 - (iii) to the extent that Shipper's Withdrawals have not been allocated under clauses (i) and (ii), at further Injection Zones,

in increasing order of distance, at which the Shipper Injected gas on that Gas Day, to the extent that such Injections have not been deemed to have been Withdrawn at closer Withdrawal Zones to those Injection Zones, until all Withdrawals by a Shipper are allocated to Injection Zones or all gas Injected by the Shipper on that Gas Day has been allocated, in which case paragraph (b) below applies.

- (b) If a Shipper's total Withdrawals on a Gas Day are greater than its total Injections on that Gas Day, then the applicable Withdrawal Tariff for Withdrawal quantities greater than Injections (after the allocation under paragraph (a)) will be the Withdrawal Tariff (which is not subject to matching) in the Withdrawal Zone at which the gas is Withdrawn.
- (c) If:
 - (i) the quantity of gas that a Shipper has Injected at an Injection Zone on a Gas Day is greater than that Shipper's Matched Withdrawals between and including that Injection Zone and the Metro Withdrawal Zones for that Gas Day; and
 - (ii) that excess is Withdrawn from one or more of the LaTrobe, Tyers, Lurgi, West Gippsland, Western, South West or Geelong Withdrawal Zones,

then, in addition to any other applicable tariffs for Tariff D customers, all such excess gas will be subject to the Cross System Withdrawal Tariff, in addition to any applicable Injection or Withdrawal Tariff.

- (d) For the purposes of this clause 1.5:
 - (i) the distance between an Injection Zone and a Withdrawal Zone is measured by pipeline distance (and not geographic distance);
 - (ii) within each Withdrawal Zone, gas subject to Transmission Delivery Tariff V is allocated before gas subject to Transmission Delivery Tariff D;
 - (iii) withdrawals at a Connected Transmission Pipeline subject to a System Export Tariff within a Withdrawal Zone are deemed to be closer to the Injection Point than other Withdrawals from that Withdrawal Zone;
 - (iv) all Injections and Withdrawals will be as determined by VENCORP under the MSO Rules;
 - (v) withdrawals in the Metro (South East) Zone are deemed to be closer to the Pakenham injection point than those at the LNG facility;
 - (vi) a Shipper who injects gas at an Injection Zone may assign that gas for the purposes of calculation of Matched Withdrawals relating to that Injection Zone to any other

Shipper who Withdraws gas from a Withdrawal Zone to which a discounted Injection Tariff for that Injection Zone applies; and

- (vii) assignment of gas under this clause 1.5(d)(vi) must be evidenced by letters from both parties to GasNet received by GasNet no later than 18 Business Days after the month in which the gas flowed.

1.6 Allocation to Tariff D and Tariff V

Withdrawals at a Connection Point are allocated to Tariff D and Tariff V as follows.

- (a) If the Connection Point services an individual Consumer, then all gas delivered through that Connection Point is allocated to Transmission Delivery Tariff D.
- (b) If the Connection Point is a connection with a transmission system, then all gas delivered through that Connection Point is subject to Transmission Delivery Tariff D.
- (c) If the Connection Point services a distribution system, then the volume of gas subject to Transmission Delivery Tariff D is the sum of the gas delivered from that distribution system, subject to Distribution Tariff D, plus the applicable benchmark DUAFG allowance (if any), as applied by VENCORP. Where the allocation of gas cannot be made at an individual Connection Point, the data is aggregated at the Withdrawal Zone level.
- (d) All gas subject to a Transmission Refill Tariff is allocated to Tariff D.
- (e) In any other case, the Withdrawal is subject to Transmission Delivery Tariff V.

1.7 Billing parameters

Transmission Tariffs are charged in accordance with the billing parameters defined below.

- (a) Except where otherwise agreed between GasNet and the Shipper, the Shipper will be charged monthly.
- (b) Withdrawal Tariffs are charged in accordance with the following procedure:

Charges are levied monthly in arrears where the monthly charge for month m for each Shipper is calculated by applying the following, summed over all Zonal Withdrawal Tariffs for each Shipper separately (1 to n):

$$MCA = \sum_{i=1}^n (MV_e * TC)_D + (MV_e * TC)_V + (MV_e * TC)_R + (MV_e * TC)_C + ADJ$$

where:

MCA is the charge for the billing period;

MV_e is the estimated monthly volume for month m Withdrawn in the relevant Zone subject to the relevant tariff as provided by VENCORP at day $M+18$;

TC is the applicable Zonal Withdrawal Tariff;

D refers to Transmission Delivery Tariff D ;

V refers to Transmission Delivery Tariff V ;

R refers to Refill Withdrawal Tariffs;

C refers to Cross System Tariffs; and

ADJ is the adjustment for month $m-5$.

Where:

$$ADJ = \sum_1^n ((MV - MV_e) * TC)_D + ((MV - MV_e) * TC)_V + ((MV - MV_e) * TC)_R + ((MV - MV_e) * TC)_C$$

where:

MV is the monthly volume for month m Withdrawn in the relevant Zone as provided by VENCORP at day $M+18$.

- (c) Injection Tariffs applying to the Peak Period are charged in aggregate for each Shipper according to the following procedure:
- (i) for a billing period between January and October, the monthly charge is calculated by applying the relevant tariff to EMC, where:
- (A) EMC is a monthly allocation of 10 Day Injection Volume for Regulatory Year “ t ”, using a quantity agreed by GasNet and the Shipper or, failing agreement:
- (1) a load profile, based on the Shipper’s actual annual Withdrawal load profile for Regulatory Year “ $t-1$ ”; or
 - (2) if the Shipper has no load profile for Regulatory Year “ $t-1$ ”, the average system load profile for Regulatory Year “ $t-1$ ”; and
- (B) the 10 Day Injection Volume for Regulatory Year “ t ” is based on a prorata allocation across each Shipper based on injections from the previous year of the

annual 10 Day Injection Volume applied as part of the annual tariff adjustment to Transmission Tariffs in accordance with Schedule 3 for Regulatory Year “t”.

- (ii) for the November and December billing periods, the monthly charge is calculated by applying the following formula:

$$MC = (AAC - CBTD)/2$$

where:

MC is the charge for each of the November and December billing periods in Regulatory Year “t”.

CBTD is the sum of the charges for all prior billing periods of Regulatory Year “t”.

AAC is the annual charge calculated by applying the relevant Transmission Tariff components to *EAD*.

where:

EAD is the actual 10 Day Injection Volume for Regulatory Year “t”.

GasNet Australia Access Arrangement

Schedule 2 - Injection and Withdrawal Zones

2.1 Injection Zones

The Injection Zones are as described below.

An Injection Point forms part of an Injection Zone if the Injection Point is designated by a MIRN identified with respect to an Injection Zone, as follows.

Injection Zone	Meter No.	MIRN	Site Name
Port Campbell	M139	30000168PC	SEA Gas
	NA	30000154PC	Iona
	NA	30000181PC	Otway Gas
Longford	M001	30000001PC	Longford
	M137	30000167PC	Vic Hub
Dandenong	M108	30000101PC	Dandenong (LNG 2750)
Pakenham	M138	30000170PC	Pakenham
Culcairn	M126	20000001PC	Culcairn

Any Injection Point that is not described above will be allocated by GasNet to a new or existing Injection Zone consistent with the existing allocations.

2.2 Withdrawal Zones

The Withdrawal Zones are as described below.

A Withdrawal Point forms part of a Withdrawal Zone if the Withdrawal Point is designated by a MIRN identified with respect to a Withdrawal Zone, as follows.

Meter No.	Site Name	MIRN
1 LaTrobe		
M078	Rosedale	30000072PC
M079	Sale	30000073PC
M085	Traralgon	30000079PC
M134	EMEAL (Loy Yang)	30000164PC
M155	Valley Power	30000183PC
2 West Gippsland		
n/a		
3 Lurgi		
M062	Drouin	30000057PC
M070	Longwarry	30000065PC
M075	Moe	30000069PC
M084	Trafalgar	30000078PC
M090	Warragul (Works)	30000084PC
M092	Yarragon	30000086PC

Meter No.	Site Name	MIRN
M098	Cloverlea (Darnum)	30000092PC
4 Metro North West		
M008	Brooklyn Compressor Station	30000010/11PC
M009	West Melbourne (Footscray)	30000012PC
M011	Melbourne (Queens Wharf Rd)	30000013PC
M013	Spotswood	30000015/16PC
M014	West Melbourne (N. Melbourne)	30000017/18PC
M026	Derrimut City Gate	30000026PC
M027	Melton South City Gate	30000027PC
M028	Laverton North City Gate	30000028PC
M029	Hoppers Crossing (Forsyth Rd)	30000029PC
M030	Hoppers Crossing (Heath's Rd)	30000030PC
M031	Werribee (Old Sneydes Rd)	30000031PC
M032	Werribee (Lock Av)	30000032PC
M045	Sunbury	30000043PC
M048	Diggers Rest	30000044PC
M049	Sydenham	30000045PC
M103	Newport Power Station	30000096PC
M107	Laverton North (BHP Methanol)	30000100PC
M115	Keon Park East	30000107/108PC
M116	Keon Park West	30000109/110PC
M117	Craigieburn	30000111PC
M118	Epping (O'Herns Rd)	30000112PC
M121	Rockbank	30000117PC
M125	Mernda (Laurimar Park)	30000145PC
M135	Somerton Power Station	30000165PC
M142	Whittlesea	30000172PC
M143	Laverton Power Station (Snowy Hydro)	30000175PC
M148	Yarra Glen	30000177PC
M154	Plumpton	30000192PC
M158	Beveridge	30000194PC
5 Calder		
M052	Bacchus Marsh	30000047PC
M053	Ballan	30000048PC
M054	Ballarat	30000049PC
M057	Bendigo	30000052PC
M059	Castlemaine	30000054PC
M061	Daylesford	30000056PC
M068	Kyneton	30000063PC
M073	Maryborough	30000067PC

Meter No.	Site Name	MIRN
M086	Wallace	30000080PC
M099	Carisbrook	30000093PC
M149	Lancefield	30000180PC
M150	Woodend	30000179PC
6 South Hume		
M058	Broadford	30000053PC
M064	Euroa	30000059PC
M066	Kilmore	30000061PC
M077	Seymour (Supply to Puckapunyal)	30000071PC
M080	Seymour (Telegraph Rd)	30000074PC
M087	Wallan	30000081PC
7 Echuca		
M063	Echuca	30000058PC
M067	Kyabram	30000062PC
M074	Merrigum	30000068PC
M081	Shepparton	30000075PC
M082	Tatura	30000076PC
M083	Tongala	30000077PC
8 North Hume		
M055	Benalla	30000050PC
M056	Benalla (Supply to Monsbent)	30000051PC
M088	Wangaratta	30000082PC
M089	Wangaratta East	30000083PC
M100	Chiltern	30000094PC
9 Western		
M093	Cobden	30000087PC
M094	Hamilton	30000088PC
M096	Portland	30000090PC
M144	Iluka Minerals Plant	30000174PC
10 Murray Valley		
M111	Rutherglen	30000103PC
M112	Yarrawonga	30000104PC
M113	Cobram	30000105PC
M114	Koonoomoo	30000106PC
11 Interconnect		
M130	Walla Walla	20000003PC
13 South West		
M133	Colac	30000161PC
17 Wodonga		
M091	Wodonga	30000085PC

Meter No.	Site Name	MIRN
18 Tyers		
M060	Churchill	30000055PC
M071	Morwell (Firmin's Lane)	30000066PC
M076	Morwell (Porter's Rd)	30000070PC
M102	Jeeralang Power Station	30000095PC
19 Culcairn		
M126	Culcairn	20000002PC
20 Metro South East		
M002	Dandenong T.S. (Peninsula)	30000002PC
M003	Dandenong (Henty St)	30000003/4PC
M004	Murrumbeena	30000005/6PC
M005	Dandenong T.S. (Lurgi)	30000007PC
M006	Dandenong (LNG 700)	30000159/160PC
M007	Dandenong T.S. (Edithvale)	30000009PC
M012	St. Kilda (Aughtie Dr)	30000014PC
M015	Noble Park	30000019PC
M016	Clayton	30000020PC
M017	Oakleigh	30000021PC
M018	Malvern (Ewart St)	30000022PC
M019	St. Kilda East (Orrong Rd)	30000023PC
M023	Port Melbourne (Howe Pde)	30000024PC
M024	Port Melbourne (Lorimer St)	30000025PC
M033	Healesville	30000033PC
M034	Gembrook	30000034PC
M035	Lyndhurst	30000035PC
M036	Cranbourne (Huon Park Rd)	30000036PC
M037	Cranbourne (Narre Warren Rd)	30000037PC
M038	Clyde North (Tuckers Rd)	30000038PC
M040	Pakenham (Koo Wee Up Rd)	30000039PC
M042	Hampton Park	30000040PC
M043	Narre Warren	30000041PC
M044	Berwick	30000042PC
M105	Port Melbourne (Unichema)	30000098PC
M109	Dandenong (LNG 7000)	30000102PC
M138	Bass Gas	30000171PC
M147	Seville East	30000176PC
M157	Officer	30000193PC
21 Warrnambool		
M097	Allansford	30000091PC
22 Koroit		
M095	Koroit	30000089PC

Meter No.	Site Name	MIRN
24 Geelong		
M051	Avalon	30000046PC
M065	Corio	30000060PC
M069	Lara	30000064PC
25 Maryvale		
M104	Maryvale (Ampcor)	30000097PC
31 Vic Hub		
M137	Vic Hub	30000166PC
32 Iona		
NA	Iona (WUGS)	30000156PC
33 SEA Gas		
M139	SEA Gas	30000169PC
34 Otway Gas		
NA	Otway Gas	30000182PC

Any Withdrawal Point that is not described above will be allocated by GasNet to a Withdrawal Zone consistent with the existing allocations.

2.3 Allocation of Supply Points to Withdrawal Zones

For the purpose of allocation of Supply Points to Withdrawal Zones:

- (a) Supply Points served directly from the PTS are individually allocated based on the custody transfer meter providing supply to that Supply Point;
- (b) Supply Points assigned to Distribution Tariff D are individually allocated based on the custody transfer meter providing supply to that Supply Point; and
- (c) Supply Points assigned to Distribution Tariff V are allocated to Withdrawal Zones on the basis of the Custody Transfer Meter providing supply to that Supply Point. The following table shows indicative Withdrawal Zones for various postcodes.

Withdrawal Zone		Postcodes
Number	Name	
1	LaTrobe	3844, 3847, 3850, 3851, 3854, 3856, 3857, 3859, 3860, 3873
2	West Gippsland	3831
3	Lurgi	3816, 3818, 3820, 3822, 3823, 3824, 3825
4	Metro North West	3000, 3002, 3003, 3005, 3008, 3011, 3012, 3013, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3036, 3037, 3038,

Withdrawal Zone		Postcodes
Number	Name	
		3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3078, 3079, 3081, 3082, 3083, 3084, 3085, 3087, 3088, 3089, 3090, 3091, 3093, 3094, 3095, 3096, 3097, 3099, 3121, 3202, 3204, 3211, 3231, 3232, 3235, 3335, 3337, 3338, 3427, 3428, 3429, 3430, 3431, 3432, 3750, 3751, 3752, 3754, 3755, 3759, 3760, 3761, 3763, 3775
5	Calder	3334, 3340, 3341, 3342, 3345, 3350, 3351, 3352, 3355, 3356, 3357, 3363, 3364, 3370, 3437, 3444, 3446, 3447, 3448, 3450, 3451, 3453, 3458, 3460, 3461, 3462, 3463, 3464, 3465, 3472, 3515, 3550, 3551, 3555, 3556
6	South Hume	3433, 3434, 3435, 3442, 3521, 3522, 3607, 3608, 3658, 3659, 3660, 3662, 3663, 3664, 3665, 3666, 3753, 3756, 3757, 3758, 3762, 3764
7	Echuca	2731, 3561, 3564, 3614, 3616, 3617, 3618, 3620, 3621, 3622, 3623, 3624, 3629, 3630, 3631, 3633, 3647
8	North Hume	3669, 3670, 3672, 3673, 3675, 3677, 3678, 3682, 3683, 3725, 3726, 3732, 3733, 3735, 3746, 3747, 3749
9	Western	3264, 3265, 3266, 3267, 3268, 3270, 3284, 3285, 3286, 3287, 3289, 3300, 3301, 3302, 3303, 3304, 3305
10	Murray Valley	2646, 2647, 2712, 2713, 2714, 3635, 3636, 3637, 3638, 3640, 3641, 3644, 3649, 3685, 3687, 3728, 3730
11	Interconnect	2658, 2659, 2660
13	South West	3235, 3236, 3241, 3242, 3243, 3249, 3250, 3254, 3260, 3321, 3331
17	Wodonga	2640, 2641, 2642, 2643, 3688, 3690, 3691, 3693, 3694
18	Tyers	3840, 3842, 3869
19	Culcairn	NA
20	Metro South East	3004, 3006, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3113, 3114, 3115, 3116, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3158, 3159, 3160, 3161, 3162, 3163, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3205, 3206, 3207, 3765, 3766, 3767, 3770, 3777, 3781, 3782, 3783, 3785, 3786, 3787, 3788, 3789, 3791, 3792, 3793, 3795, 3796, 3802, 3803, 3804, 3805, 3806, 3807,

Withdrawal Zone		Postcodes
Number	Name	
		3808, 3809, 3810, 3812, 3813, 3814, 3815, 3910, 3911, 3912, 3913, 3915, 3916, 3918, 3919, 3920, 3921, 3922, 3923, 3926, 3927, 3928, 3929, 3930, 3931, 3933, 3934, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3975, 3976, 3977, 3978, 3980, 3981, 3984, 3987
21	Warrnambool	3277, 3278, 3279, 3280, 3281
22	Koroit	3275, 3276, 3282, 3283
23	Geelong	3212, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3230, 3240

Note:

All gas delivered through Zones 11 (Interconnect), 19 (Culcairn) and 25 (Maryvale) are allocated to Tariff D.

GasNet Australia Access Arrangement

Schedule 3 - Altering Transmission Tariffs

3.1 Proposed tariffs

- (d) GasNet may vary its Transmission Tariffs in accordance with the price control formula in Schedule 4 and sections 8.3B to 8.3H of the Code subject to the following:
 - (i) For each Regulatory Year GasNet must, at least 30 Business Days before the start of the Regulatory Year (that is, during Regulatory Year (t-1)), give the Regulator a notice.
 - (ii) This notice must contain GasNet's proposed variations to the Transmission Tariffs, the proposed effective date for those variations, and, in relation to proposed Pass Through Amounts (if any), the information required to be provided in a statement under clause 6.1(a).
 - (iii) The proposed variations to the Transmission Tariffs must demonstrate compliance with the relevant principles and formulae in Schedule 4, and, in relation to a Pass Through Amount, section 6.2 of the Access Arrangement.
- (e) The minimum notice period for the purposes of section 8.3D(b)(i) of the Code shall be the period ending on the last day before the start of the Regulatory Year in which the Transmission Tariffs are to apply.

GasNet Australia Access Arrangement

Schedule 4 - Price Control Formula

4.1 Revenue control principles

- (f) The revenue control model permits individual components of the Transmission Tariffs to be adjusted up or down for a given Regulatory Year after the first Regulatory Year provided that:
- (i) the NPV of the actual revenues (**AR**) (determined in accordance with clause 4.2 below) achieved is to be no greater than the NPV of the adjusted target revenues (**ATR**) (determined in accordance with clause 4.3 below); and
 - (ii) no component of the Transmission Tariffs can be increased by more than $(CPI - X) * (1 + Y)$ for any Regulatory Year, where:
 - (A) X is the tariff path factor prescribed for that Transmission Tariff component in the Access Arrangement; and
 - (B) Y is 2%.
- (g) All monetary calculations and figures used in calculations in this Schedule 4 are to be expressed in real dollar values using a CPI indexed at December 2006, and using the best estimate of the CPI at December of each year of the Third Regulatory Period and in respect to target revenues, the forecast CPI used in this Access Arrangement.
- (h) All calculations and figures used in this Schedule 4 for determination of any price control formula component at any particular time must be the best estimate of that component at the relevant time using reported or actual (as the case may be) values where available and the best estimates of forecast values where required. For the purposes of this paragraph (c), the price control formula components include revenues, volumes, CPI, EDDs, Pass Through Amounts etc).
- (i) The NPV is to be calculated using a discount rate equal to the real WACC as approved for the Third Access Arrangement Period.

4.2 AR

Each determination of AR will be equal to the best estimate of the actual revenues received for the whole of the Third Access Arrangement Period at the time of calculation, using both actual data (**Actual Revenues**) (where available) and best estimates of forecast revenues (**Forecast Revenues**) where required.

For example, for a determination of AR in November 2009, the best estimate of actual revenues will be the Actual Revenues in 2008 and the Forecast Revenues expected for the remainder of the Third Access Arrangement Period. A determination of AR in subsequent years will use the Actual Revenues received where available, and the best revised forecasts for the

remaining years, where the revised forecasts may differ from those forecasts made at earlier determinations.

4.3 ATR

$$\text{ATR} = \text{VATR} + \text{PTA} + \text{CFA}$$

Where:

VATR is volume adjusted target revenue calculated in accordance with clause 4.4;

PTA is the Pass Through Amount; and

CFA is, for the Regulatory Year 2009 only, the amount KTb calculated for 2007 in accordance with clause 4.7 of the Second Access Arrangement.

Notes:

1. The best estimates of the CFA costs are included in the Non-Capital Costs (as defined in the Code) for the Third Access Arrangement Period, but the correct values for these factors will not be known until the first year of the Third Access Arrangement Period.
2. CFA and PTA may be positive or negative.

4.4 VATR

$$\text{VATR} = \frac{\text{TR}}{\text{TV}} \times \text{AAV}$$

Where:

TR is the target revenue as set out in Table 3-12 of the Access Arrangement Information, excluding NRRV;

TV is the total volume withdrawn from the PTS as set out in section 2 of Schedule 2 to the Access Arrangement Information, excluding NRRV;

AAV is the adjusted actual volume, calculated in accordance with clause 4.5; and

NRRV is, for the purposes of TR, the target revenue and for the purposes of TV, the volume, associated with:

- (i) any transmission refills at WUGS or the LNG Storage Facility; and
- (ii) the incremental Murray Valley tariff.

4.5 AAV

If:

- (j) $WAAV > TV$, then AAV is the *lesser* of:
 - (i) WAAV; and
 - (ii) $TV (1+VRF)$; and
- (k) $WAAV < TV$, then AAV is the *greater* of:
 - (i) WAAV; and
 - (ii) $TV (1-VRF)$,

where:

- WAAV is the weather adjusted volume calculated in accordance with clause 4.6;
- TV is total volume calculated in accordance with clause 4.4; and
- VRF is 0.055

4.6 WAAV

$$WAAV = (VW + TS \times (\text{Target EDD} - \text{Actual EDD}))$$

Where:

- VW is the actual volume withdrawn from the PTS excluding:
 - (i) any volume withdrawn from a non-covered expansion of withdrawal capacity at Culcairn;
 - (ii) any transmission refills at WUGS or the LNG Storage Facility; and
 - (iii) forecast volumes for the incremental Murray Valley tariff;
- TS is the target temperature sensitivity, being the increase in annual gas volumes for an increase of one in the annual EDD, as set out in Table 7-1 of the Access Arrangement Information;
- Target EDD the measure of annual EDD as expected in a standard year as set out in Table 7-2 of the Access Arrangement Information; and

Actual EDD is the actual measured EDDs for a Regulatory Year, as reported in the VENCORP APR or otherwise made available by VENCORP.

4.7 First Carry-Forward Amount FCA

The first carry forward amount (FCA) will be calculated in the last year of the Third Access Arrangement Period. It will be included as a building block component in the first year of the Fourth Access Arrangement Period.

FCA will be determined according to the following formula:

$$FCA = ATR - AR$$

Where AR and ATR are to be calculated using the best estimates and available data at the time of the determination of FCA.

For inclusion in the building block calculation for 2013, the FCA will be escalated for inflation from December 2006 to December 2013.

4.8 Second Carry-Forward Amount SCA

The second carry forward amount (SCA) will be calculated in the first year of the Fourth Access Arrangement Period as a correction to the determination of the FCA, using the correct actual values of all factors required in the determination of FCA. It will be included as a CFA in the determination of tariffs for 2014.

SCA will be determined according to the following formula:

$$SCA = \text{Recalculated FCA} - FCA$$

Where Recalculated FCA is the same calculation as for FCA, except that it is to use the actual values for AR, ATR, AV, EDD, CPI and PTA.

For inclusion in the building block calculation for 2014, the SCA will be escalated for inflation from December 2006 to December 2014.

GasNet Australia Access Arrangement

Schedule 5 - Description of PTS

Pipeline Licence	Location/Route	Length (km)	Pipe Diameter (mm)	MAOP (kPa)
	<i>Longford to Dandenong and Wollert System</i>			
Vic:68	Healesville-Koo-Wee-Rup Rd	1.2	80	2760
Vic:91	Anderson St, Warragul	4.8	100	2760
Vic:107	Pound Rd to Tuckers Rd	2.0	100	2760
Vic:50	Supply to Jeeralang	0.4	300	2760
Vic:50	Morwell to Dandenong	126.8	450	2760
Vic:75	Longford to Dandenong	174.2	750	6890
Vic:117	Rosedale to Tyers	34.3	750	7070
Vic:120	Longford to Rosedale	30.5	750	7070
Vic:135	Bunyip to Pakenham	18.7	750	7070
Vic:141	Pakenham to Wollert	93.1	750	6890
Vic:121	Tyers to Morwell	15.7	500	7070
Vic:67	Maryvale	5.4	150	6890
	<i>Wollert to Wodonga/Echuca/Bendigo System</i>			
Vic:101	Keon Park to Wollert	14.1	600	2760
Vic:202	Keon Park East - Keon Park West	0.6	450	2760
Vic:101	Wollert to Wodonga	269.4	300	7400
Vic:101	Euroa to Shepparton	34.5	200	7400
Vic:132	Shepparton to Tatura	16.2	200	7390
Vic:136	Tatura to Kyabram	21.3	200	7390
Vic:152	Kyabram to Echuca	30.7	150	7390
Vic:143	Wandong to Kyneton	59.5	300	7390
Vic:128	Mt Franklin to Kyneton	24.5	300	7390
Vic:131	Mt Franklin to Bendigo	50.8	300	7390
Vic:78	Ballan to Bendigo	90.8	150	7390
Vic:125	Guildford to Maryborough	31.4	150	7390
Vic:238	Somerton Pipeline	3.4	250	2760
Vic:176	Chiltern Valley to Rutherglen	14.7	200	7400
Vic:182	Rutherglen to Koonoomoo	88.8	200	7400
Vic:178	Barnawartha to Murray River	5.5	450	10200
NSW:24	Murray River to Culcairn	57.0	450	10200

Pipeline Licence	Location/Route	Length (km)	Pipe Diameter (mm)	MAOP (kPa)
	<i>Brooklyn to Ballarat System</i>			
Vic:78	Brooklyn to Ballan	66.6	200	7390
Vic:78	Ballan to Ballarat	22.7	150	7390
Vic:134	Ballan to Ballarat	22.8	300	7390
Vic:122	Derrimut to Sunbury	24.0	150	7390
	<i>Brooklyn to Geelong System</i>			
Vic:81	Brooklyn to Corio	50.7	350	7390
Vic:162	Laverton to BHP	1.6	150	2760
Vic:253	Lateral to Snowy Hydro	1.6	350	10,200
Vic:266	Brooklyn to Lara	58.0	500	10,200
	<i>Dandenong to West Melbourne / Brooklyn System</i>			
Vic:36	Dandenong to West Melbourne	36.2	750	2760
Vic:108	South Melbourne to Brooklyn	12.8	750	2760
Vic:129	Princess Hwy to Henty St	0.2	500	2760
Vic:129	Dandenong to Princess Hwy	5.0	750	2760
Vic:36	Princess Hwy to Regent St	0.8	200	2760
Vic:164	Supply to Bay St To Unichema	0.4	150	2760
Vic:124	Supply to Newport Power Station	1	450	2760
	<i>Western Network</i>			
Vic:145	Paaratte to Allansford	33.3	150	7400
Vic:155	Allansford to Portland	100.4	150	9890
Vic:168	Curdievale to Cobden	27.7	150	9890
Vic:171	Codrington to Hamilton	54.6	150	9890
Vic:212	Lateral to Iluka Plant	1.1	100	9,890
	<i>South West Pipeline</i>			
Vic:227	Iona to Paaratte	7.8	150	7400
Vic:231	Iona to Lara	143.9	500	10200

GasNet Australia Access Arrangement

Schedule 6 - Payment deed terms

Term

The deed comes into effect when signed and expires on 31 December 2012.

Payment

- Market Participant promises to pay the regulated transmission charges
- Invoicing will be monthly by 20th Business Day
- Payment will be required by the later of month end in which the invoices are received or 10 Business Days after receipt of an invoice
- Interest is payable on overdue amounts

Limitations

GasNet's liability, if the VENCORP Market Services or the Tariffed Transmission Services are not supplied, whether in whole or in part, is limited to uplift payments under Clause 3.6.8 of the MSO Rules.

Where VENCORP Market Services are provided in part the Market Participant must pay for those services actually provided.

The deed is for the purpose of establishing payment and security arrangements for the Tariffed Transmission Service and does not impose an obligation on GasNet to provide transmission services to a Market Participant.

Force Majeure

Parties may be excused for non-performance under the deed by reason of Force Majeure.

The party seeking relief must notify the other party and cooperate in efforts to mitigate and investigate the event or circumstance.

If the event or circumstance continues for 90 days, then either party may terminate the deed upon 30 days notice.

Termination

The deed may be terminated if:

- the Market Participant materially defaults in performance of its obligations;
or
- there is an insolvency event in relation to the Market Participant.

Either party may terminate the deed if:

- the Shipper ceases to be a Market Participant; or
- the Service Envelope between GasNet and VENCORP expires or is terminated.

Other

The deed may be assigned by a party with the written consent of the other party. Disputes will be referred for resolution in accordance with the dispute Resolution Procedure in the deed.