Attachment 17.2

Engagement with the Australian Gas Networks Retailer Reference Group on Terms and Conditions

2016/17 to 2020/21 Access Arrangement Information

Australian Gas Networks

1 Introduction

This Attachment summarises comments from the Australian Gas Networks Limited (AGN) Retailer Reference Group pertaining to the AGN Terms and Conditions to apply to the South Australian Natural Gas Distribution network over the next (2015/16 to 2020/21) Access Arrangement period.

2 Consultation on the AGN Terms and Conditions

Table 1 sets out all comments received from our Retailer Reference Group (RRG) on our revised General Terms and Australian Gas Networks Limited's (AGN's) response to those comments.

TABLE 1: TERMS AND CONDITIONS, RETAILER COMMENT AND AGN RESPONSE

Comment	AGN Response
Simply Energy Clarification on clauses 22.2 and 22.3 is required. Clause 22.2 does not seem to limit how far in arrears AGN may recover unbilled revenue from the retailer. Clause 22.3 appears to allow a gas retailer to make any claim which the retailer is required by law to pursue on the shared customer's behalf. In the case of an undercharge, a gas retailer can only recover 9 months of unbilled revenue from a shared customer. Can AGN confirm that clause 22.3 also limits to 9 months the extent of any unbilled revenue that AGN can claim from the gas retailer?	Clause 22.2 is in identical terms to rule 508(2) of the National Gas Rules (NGR). Clause 22.2 is subject to Clause 22.1, which is in identical terms to rule 508(1) of the NGR. Clause 22.1 does limit how far in arrears AGN may recover unbilled revenue. It limits AGN's recovery to the same timeframe as a retailer is permitted under law (see, for example, rule 30(2), National Energy Retail Rules (NERR)). That is, if a retailer is limited to 9 months then, AGN's claim is also limited to 9 months.
Simply Energy Clause 22, subclause (c) requires that in a dispute, the user must pay the greater of the undisputed component of the statement or 80% of the total amount due. This seems unfair, term and subclause (c)(ii) "80% of the total amount due under the disputed statement of charges" should be deleted. Only the undisputed amount should be payable.	Clause 22(c) is identical to Rule 510 of the NGR which requires a retailer to pay the greater of the undisputed component of the statement of charges and 80% of the total amount due. For retailers, rule 510 of the NGR will always prevail (see rule 501, NGR).
Simply Energy What is the origin of the 11 months in Clause 22.3?	Clause 22.3 is based on a provision which has been included in AGN's terms and conditions since 1997 – see, for example, clause 20 of the South Australian terms and conditions (2006 revision) and clause 21 of the South Australian terms and conditions (2011 revision). The 11 month time frame is designed to ensure that charges are not subject to adjustment for more than 11 months. The 11 month time limit is not dissimilar to the 9 month time limit in rule 30(2) of the NERR and the 12 month time limit in rule 31(5) of the NERR. Note that the 11 months does not apply to retailers, as the timeframe that applies in South Australia is that under the NGR and the NERR.
Simply Energy Clause 27.6 states "or as determined by AGN acting reasonably". Why is this statement present?	This alternative is provided because Part 21 of the NGR only applies to retailers, and an alternative must be provided in the event of a Network User that is not a retailer.

Simply Energy Is Clause 3.3 intended to cover the fixed charge component of the haulage tariff?	Clause 3.3 ("Fixed Component of Haulage Service Charges") is intended to ensure that the fixed component of the haulage service charge is payable even when, for instance, there is no gas consumption.
Simply Energy Query why, in Clause 8.2, the hourly rates appear to have such a large increase from $200 per hour to $250 per hour and from $100 per hour to $150 per hour.	These hourly charges, while rarely (if ever) used, have not been updated for some years, and as they can only be amended every five years, will be more reflective of actual hourly engineering costs going forward.
Origin Energy Broadly supportive of general intent of AGN amendments. May provide further feedback.	Noted.
AGL Clause 22.3 Time limit: AGL does not support an 11 month limit on the ability to make a claim as initial gas billing is often based on estimated reads and 11 months has not proven to be sufficient to ensure that all relevant information is reconciled. It ultimately disadvantages the customer as the end user. There are no time limitations in the NGR so we feel it is inappropriate to impose such a general restriction.	Clause 22.3 – (a) As discussed further above, the 11 month time limit mirrors similar time limitations in the NERR – see: (i) rule 20(2) – actual meter read as frequently as required and, in any event, at least once in every 12 months; (ii) rule 30(2)(a) – undercharge recovery limited to 9 months; (iii) rule 31(5) – overcharge refunds limited to 12 months where customer at fault. (b) The 11 month timeframe does not disadvantage the consumer. The clause does not prevent a retailer from pursuing any claim which it is required by law to pursue on behalf of a customer; (c) Customers are entitled to request historical billing data for the previous 2 years (rule 28(1), NERR; (d) There are time limitations in the National Energy Retail Rules. 11 months is consistent with those timeframes and, therefore, is not inappropriate.
29.5 Limitation Period: There are no limitation periods set out in the NGR. This clause does not recognise that errors occur for a number of reasons that often take longer than 3 months to identify. This limitation means that AGL is not able to request updated data from AGN to identify whether a customer has been correctly or incorrectly billed. This greatly disadvantages a customer who is entitled to be billed correctly. AGL feels the limitation period of three months is unreasonable.	Clause 29.5 – The period of three months only starts when a retailer becomes aware (or should have become aware) of the claim. The three-month period is designed to ensure that a retailer does not fail to disclose claims of which it is aware. Three months should give the retailer sufficient time to notify AGN of the claim and is not unreasonable given that it only starts when the retailer should have become aware of the claim. Notwithstanding, given the misunderstanding surrounding the operation of this clause, AGN has redrafted the clause for clarification, as follows. Time Limit (a) Subject to clause 22.3(b), the Network User may not claim an adjustment of the Distribution Service Charges in a statement of charges: (i) unless full particulars of that claim are given by the Network User to AGN within three months after the claim becomes known (or should have become known) to the Network User (or its officers, servants, agents or contractors); or (ii) in any event, more than eleven months after the date of the relevant statement of charges. (b) If the Network User is a retailer, clause 22.3(a) will not limit any claim, or the time for any claim, which the Network User is required by law to make or pursue on behalf of a Shared Customer.

Origin Energy 8.2 – Fees associated with requests are to be increased: • Admin fee: $250 (from $200) • Engineering analysis (if required): $150 per person per hour (from $100) AGN suggests these fees have been unchanged for many years. We seek justification for the 25-50% increase in these fees.	Whilst there is a provision for these charges, it should be noted that they are customarily not charged, as the frequency of such requests has historically been low. (If AGN were to apply this charge, it would be unlikely to recover the actual cost (of approximately three to four hours analyst work, equating to $300 to $400), meaning that even with this increase, the fee is still low. Regarding engineering analysis and hourly rates, it is noted that engineering market rates range from $180 - $250 per hour. It is also noted that these charges do not escalate annually over the period to 2021.
Origin Energy 9.3 – Should a Network User request the removal of a Metering Installation, it will bear the cost of removal. There is no cost given for this. AGN's Victorian and Albury Access Arrangements (AAs) give meter removal cost of $94 (excluding Goods and Services Tax (GST)) as an ancillary reference service. Can AGN give a separate tariff for South Australia?	This clause relates to the removal of interval metering equipment at Demand Delivery Points, not the removal of a meter at residential premises.
Origin Energy 11.2 – AGN will ensure that the meter at a Demand Delivery Point (to which Gas is delivered to or for the account of the Network User) is read during the Term at intervals of 30 days or approximately 30 days. Can this be clarified? Under the South Australian Retail Market Procedures Demand Delivery Points should be interval meters, which should be read daily. We understand the previous drafting meant that physical metering equipment was checked on site every 30 days (presumably to reconcile the aggregate daily consumption against the physical meter).	AGN has clarified this clause. As the South Australian Retail Market Procedures require daily reads, the clause now clarifies that the frequency of reads will be as required by the South Australian Retail Market Procedures. AGN recognises that there are several instances of clauses in the Terms that replicate, unnecessarily, obligations in the Retail Market Procedures, e.g. clauses 9, 10 and 11. AGN will review the need for these clauses with a view to eliminating duplication and thereby simplifying the Terms.
Origin Energy 13.5 – If AGN becomes aware that gas is being delivered at a pressure outside of limits, it will take reasonable steps to prevent gas being delivered into the network at a pressure outside of limits. We suggest the inclusion of a requirement that AGN notify Network Users of this as soon as possible.	Clause 13.1 makes it the responsibility of the Network User to ensure that gas is delivered into the network at the receipt points within the required pressure limits. AGN expects that Network Users would make appropriate arrangements with the gas transmission pipeline operators to reflect this and that, as part of this, the gas transmission pipeline operator would give notice to the Network User if gas in the gas transmission pipeline is outside the required pressure limits. Clause 13.5 is not intended to override the primary responsibility on Network Users to comply with clause 13.1 through their arrangements with the transmission pipeline operator. AGN has added a new sub-clause 13.6 to make this point.

Origin Energy 14.2 (a) – AGN is excused from the obligation to deliver pressures within the range of pressures where a failure to comply is due to the technical, practical and physical limitations of the network whether or not AGN knew or ought to have known about the limitations in question. This seems very broad. It would be hard to imagine a scenario where AGN couldn't point to this clause for reasons other than insufficient gas being delivered or gas being delivered by a third party at pressures outside of the required limits. This appears to conflict with clauses 14.1 and 4.5 as if AGN was to oversell capacity, it would be manifested as reduced delivery pressure to other customers within the network.	Clause 14.2(a) is appropriate. An important premise of the NGR is that a service provider cannot be required to invest capital to increase the capacity of the network (see NGR 104(3) and 118). Clause 14.2(a) is designed to ensure that clause 14.1 does not effectively impose an obligation on the service provider to fund increases in the capacity of the network. Clause 14.2(a) does qualify clause 14.1 but that is the purpose of clause 14.2(a) - to ensure that clause 14.1 does not require the service provider to alter the technical, practical or physical characteristics of the network. Clause 14.2(a) does not conflict with clause 4.5. The beginning of clause 14.2 states that "AGN will not breach its obligations under sub-clause 14.1 ...". Clause 14.2(a) does not protect AGN where it breaches its obligations under clause 4.5, by over-selling capacity.
Origin Energy 19. Ancillary reference services VIC/Albury have ancillary reference tariffs for Meter and Gas Installation Tests, Meter Removal and Meter Reinstallation. Can AGN include reference tariffs here for South Australia (same comment as for clause 9.3 above)?	AGN intends to include these equivalent ancillary services, notwithstanding that the volume of these services may be low.
Origin Energy 20. Distribution service charges Suggest the following rewording of clause 20.2: *"Subject to sub-clause 20.3, the Distribution Services Charges for which the Network User is liable in respect of a User DP or Shared Customer include the Distribution Service Charges for which period AGN has provided meter readings, in respect of any User DP [Delivery Point] …".* The user should not be required to pay network charges as they accrue – since the retailer is unable to recover from the customer until meter readings are received. The network's Weighted Average Cost of Capital (WACC) is lower than retailers' – the accrued cost is better managed by the network than the retailer. This proposed change better accords with the principles of National Energy Customer Framework (NECF) than the proposed drafting.	The time for payment of network charges is governed by rule 503 of the NGR and reflected in clause 21.5. Clause 20.3 does not require a Network User to pay charges as they accrue. Clause 20.2 deals with the time at which the liability for charges accrues. This is important in the event that a haulage agreement is terminated before a statement of charges is given to a retailer or in the event that a Network User ceases to be the current user for a delivery point. The clause makes it clear that the liability for the charges accrues when the service is provided by AGN, not when the statement of charges is provided. This enables AGN to render a statement of charges after the agreement has terminated or the Network User has ceased to be the current user, in respect of the period during which the agreement was in force or the Network User was the current user.

Origin Energy 21. Statement of charges Suggest the following wording for clause 21.2: *"Each statement of charges must include the information required by law together with any other information reasonably required by the retailer to charge a Shared Customer and by the Agreement. A statement of charges may also include any other information which AGN decides or agrees to include."* This is intended to ensure that all relevant information is provided by the network to ensure that we're able to pass all relevant charges to the customer.	The format of a statement of charges is governed by Part 21 of the NGR (see rule 506). Rule 501 states that Part 21 prevails over any inconsistent provisions in the access arrangement or in a gas service agreement. Origin's proposed change is inconsistent with rule 506. Rule 506 governs the format of the statement of charges. Rule 506(3) states that the format of a statement of charges must be as agreed between the retailer and distributor or, in default of agreement, as reasonably determined by the distributor. Therefore there already is provision for agreement to provide other information. (If Origin believes there is additional information it requires, it can provide details of that information and seek AGN's agreement to provide that information. This will allow AGN to determine whether it is possible to provide the information which Origin requires and to determine whether there is any additional cost associated with obtaining that information and providing it to Origin).
Suggest the following additional wording for clause 21.2: *"For the avoidance of doubt AGN will not be entitled to levy network charges for a delivery point for a Shared Customer for a period for which AGN has not provided meter readings."* This is intended to limit accrued charges to the retailer for a period for which it is unable to recover from a customer.	This change is inconsistent with Part 21 and, consequently, it would be inappropriate to make this change. In any event, the network charges may include charges that are not based on meter readings and so this change would not be appropriate. In addition, Origin's proposed change is unnecessary to achieve Origin's stated purpose. Rule 508(1) of the NGR states that, if a retailer is not permitted to recover charges from a shared customer, then neither is the distributor permitted to recover those charges from the retailer. Rule 508(1) is reflected in clause 22.1. This addresses Origin's point.
Origin Energy 24.2 – Meter reading Why has this clause been deleted?	The clause has been deleted because the method for determining the quantity of gas is specified in regulatory instruments (see, for example, Retail Market Procedures). Clause 24.1 states that AGN must determine the quantity of gas in the manner required by law or in accordance with the rules that bind AGN and the Network User. Clause 24.2 is therefore not required.
Origin Energy 33.3 – Refers to "any servant, agent, contractors or invitee". We suggest this should be "any officer, servant, agent or contractor" as this is consistent with other parts of the Terms and Conditions.	The language used is consistent with other parts of the terms and conditions - see, for example, clauses 33.2 and 33.5, which also refer to invitees. In clause 33.3, the reference to invitees is necessary because it covers persons who are not servants, agents or contractors of AGN, for example, government auditors.
Origin Energy 33.6 – Indemnity qualification The following should be introduced under clause 33.6: *"For the avoidance of doubt, the network users obligation to indemnify AGN will be limited to the extent that the Network User contributes to the loss or liability".*	This change would be inconsistent with the terms of the indemnities because the indemnities make the Network User responsible for officers, agents, contractors, invitees and shared customers.

Origin Energy 34.7 – Insurance required 34.8 – Insurance information 34.9 – Notification These are not in the South Australian proposal but are in the Victorian/Albury AAs. We suggest they be added for consistency.	AGN considers that these clauses are unnecessary. They were included at one point for reasons of reciprocity of conditions, but they have little practical value, as Network Users have no obvious interest in AGN's insurance arrangements. Furthermore, as a gas distributor, AGN is required to supply proof of insurance to various regulatory authorities, however, this is not the case for retailers, and AGN has an interest in ensuring that Network Users have appropriate insurance.
Origin Energy 35.1 – Right of access Should this clause also refer to Shared Customer as well as premises occupied by the Network User (especially given cl 35.2 refers to a Shared Customer)?	Agreed - AGN has reinstated "or any Network User's Customer".
Origin Energy 35.2 – Reasonable time of notice must be given to intention to enter any premises We suggest a timeframe be given for reasonable notice plus a provision of "or as otherwise agreed in writing".	Partly agreed - AGN will partly change this clause. The reason that the timeframe is stated (and should remain) as "reasonable" as opposed to a defined timeframe is because there are numerous different situations in practice, and the timeframe will depend on the situation. For example, if an AGN operative notices an old asbestos meter box on a property, and wishes to enter the premises to replace it, the timeframe will be very short, compared to instances where an interruption to supply is required, in which case timeframes are set out in the NERR.
Origin Energy 36.1 – The Network User must keep confidential any information related or received from AGN We suggest this be reciprocal so that AGN is also obliged to keep confidential any information received from the Network User.	This issue is already addressed in clause 36.5.
Origin Energy 39.2 – Circumstances under which the Network User can assign any of its rights or obligations Appears to be a new clause but has same intention as section in Victorian/Albury AA's (but with different wording). We suggest they should be aligned.	The clauses are necessarily different to reflect the differences between the Victorian Retail Market Procedures and the South Australian Retail Market Procedures. The Retail Market Procedures in Victoria and South Australia are not aligned and use different terminology.
Origin Energy 39.3 – Assignment by AGN We consider AGN's unfettered ability to transfer its obligations without consent should be limited. We request the following change: *"AGN may only assign or transfer its rights or obligations under the Agreement to any person who purchases or acquires the Network or possession and control of the Network with consent from the Network User (such consent not to be unreasonably withheld or delayed)."*	If AGN wished to sell or transfer the Network (or possession or control of the Network), the purchaser or transferee will need to obtain the appropriate gas distribution licences and become registered as a service provider under various regulatory instruments. The suitability of the purchaser or transferee will, therefore, be vetted by various regulatory authorities which will consider the financial and technical suitability of the purchaser or transferee. If Origin's change is made, AGN would also need to get consent from multiple Network Users. This would not serve any meaningful purpose, especially in the case where a retailer might have one customer. It would impose unnecessary time and cost on a sale of the Network, and not be conducive to an efficient market.

Origin Energy 41.11 – Stamp Duty (d) should be replaced with: *"any document necessary to give effect to the transfer or assignment by the Network User under sub-clause 39.2".*	Agreed.
Origin Energy 41.3 – AGN must not unreasonably withhold consent or approval We suggest that AGN must give written justification for why a consent or approval is not given. We also suggest a timeframe be given around the consent/approval process plus a provision be added of "or as otherwise agreed in writing"	AGN will make the clause reciprocal and incorporate these changes. A specific timeframe is not recommended as the timeframe will vary depending on the nature of the consent or approval.
Origin Energy 43.2 (c) – 7 (calendar) days terms in the event that GST is the only component of a Tax invoice owing to AGN We suggest 10 business days terms for consistency with NECF and the rest of the agreement. It is difficult to get approval and arrange payment for unusual invoices within 7 calendar days	Agreed.
Origin Energy 43.4 – second paragraph Origin's preference is that "adjustment event" should have the same meaning as in the Goods and Services Tax (GST)Act. Otherwise, the below is also acceptable as we do not believe the find of any person undertaking an audit should have the effect of being an adjustment event (we are in principle happy to be bound by court decisions, rulings and audit findings of the Commissioner): *"In this section, "adjustment event" means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of any court in relation to the GST Act or a related Act, any ruling issued by the Commissioner of Taxation, any audit finding of the Commissioner of Taxation in respect of the tax affairs of the Supplier or the Recipient (or any related entity of the Supplier or the Recipient) or the settlement of any dispute (including a dispute with the Commissioner of Taxation)."*	Agreed.
Origin Energy 43.4 – third paragraph The text after "*A New Tax System (Goods and Services Tax) Act 1999"* can be deleted as they relate to the GST Transition Act. As this is a new agreement, the GST Transition Act is irrelevant, but if this text remains it will be inoperative (do no harm).	Agreed.

Table 2 summarises the specific changes to the General Terms (these changes are marked in Attachment 17.1 to the Access Arrangement Information), including that arising from the above feedback from our RRG. It is noted that the following abbreviations apply in the following table:

- AER = Australian Energy Regulator
- AER Vic Draft Dec = AER's draft decision on the Victorian Access Arrangement
- AER Vic Final Dec = AER's final decision on the Victorian Access Arrangement
- NECF = National Energy Customer Framework
- NERL = National Energy Retail Law
- NERR = National Energy Retail Rules
- NGR = National Gas Rules
- VTC = AER approved terms and conditions for Victorian Access Arrangement

TABLE 2: CHANGES TO THE CURRENT GENERAL TERMS

Clause	Change	Comment	Reference
1st page	Inserted "("the Access Arrangement")" at end of paragraph	Defines the term "Access Arrangement", which is used in clauses 1.3, 2.6 and 39.1.	Not applicable
1.3	Deleted "(to which these terms and conditions are annexed)"	Unnecessary words given definition of "Access Arrangement" (see previous comment).	Not applicable
2.1	Changed "Charges" to "Haulage Service Charges"	Change in terminology to distinguish between Haulage Service Charges (for Haulage Reference Services) and Ancillary Reference Charges (for Ancillary Reference Services).	Not applicable
2.1(a)	Deleted "from or for the account of the Network User"	Gas is received at the User Receipt Points as a commingled stream from the transmission pipeline operator. These words have been deleted because they are unnecessary and to align the terms of the clause with the same clause in the VTC.	Clause 2.1(a), VTC
2.1(b)	Deleted "to or for the account of the Network User"	Gas is delivered through User DPs to the gas consumer. These words have been deleted because they are unnecessary and to align the terms of the clause with the equivalent clause in the VTC.	Clause 2.1(b), VTC
2.2	Changed "or the Network User's Customer" to "a Shared Customer"	NECF uses the term "Shared Customer" to refer to customers who are shared by gas retailers and gas distributors. Section 2 of NERL defines a "shared customer", in relation to a distributor and a retailer, as "a person who is a customer of the retailer and whose premises are connected to the distributor's distribution system". This change aligns the terms and conditions with NECF.	NERL, s2
2.4	Changed "any Customer of the Network User" to "Shared Customer" (twice)	See comment on clause 2.2.	NERL, s2
2.4	Deleted "[NOT USED]"	Unnecessary words.	
2.6	Deleted "(to which these terms and conditions are annexed)"	Unnecessary words given definition of "Access Arrangement" (see comment on clause 1.3).	

2.7	Inserted ", and uses its best endeavours to ensure that it continues to hold,"	This change conforms clause 2.7 to the equivalent clause in the VTC. The addition of similar words was requested by the AER in its draft decision on the Victorian Access Arrangement (AER Revision 12.1).	AER Vic Draft Dec, Rev 12.1
3.1 and 3.2	Various changes	These changes conform clauses 3.1 and 3.2 to the equivalent clauses in the VTC. In particular, the changes modify clause to remove the concept of two month charges in advance, which were payable by South Australian gas retailers prior to the introduction of NECF. Part 21 of the NGR now regulates the payments regime.	Part 21, NGR
3.3	New clause	This clause is the same as clause 3.3 of the VTC. The clause clarifies that a gas retailer remains liable for the charges associated with a delivery point whilst the gas retailer remains registered under the Retail Market Procedures as the current user for the delivery point.	VTC, clause 3.3
4.5	Inserted "reasonably"	This change conforms clause 4.5 to the equivalent clause in the VTC. The addition of the word "reasonably" was required by the AER in its draft decision on the Victorian Access Arrangement (AER Revision 12.4).	AER Vic Draft Dec, Rev 12.4
4.5	Amended "Capacity" to "capacity"	"Capacity" is no longer a defined term (it used to be defined in the National Third Party Access Code for Natural Gas Pipeline Systems before that Code was replaced).	
5.3	Replaced "invoice" with "statement of charges"	Part 21 of the NGR regulates payments from gas retailers to gas distributors and uses the term "statement of charges" rather than "invoice". This change conforms the terms and conditions to Part 21, NGR.	NGR, Part 21
6.1	Inserted "clause"	Typographical error.	
7.1	Replaced "The Customer to whom Gas is supplied at a Demand DP" with "Shared Customer" and changed "Customer" to "Shared Customer"	See comment on clause 2.2	
7.3	Changed "Customer's" to "Shared Customer's"	See comment on clause 2.2	
7.6	Changed "Network User's Customer" to "Shared Customer"	See comment on clause 2.2	
8.2	Revised hourly rates	The administration fee and the hourly rate have been unchanged for many years. These have been increased by $50 each.	
9	Changed "Metering Equipment" to "Metering Installation" (multiple changes)	The Glossary in the South Australian Access Arrangement uses the term "Metering Installation" rather than "Metering Equipment".	
9.3(b)	Added "and the Network User requests that the equipment be removed"	This change conforms clause 9.3(b) to the equivalent clause in the VTC. The addition of the words was requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.5).	AER Vic Draft Dec, Rev 12.5
10	Changed "Metering Equipment" to "Metering Installation" (multiple changes)	See comment on clause 9.	
10.6(a)	Inserted "(or the relevant parts of that Metering Equipment)"	Clause 10.6 deals with the replacement of inaccurate Metering Installations. The new words conform the clause to the equivalent clause in the VTC. The words recognise that it might not be necessary to replace the entire Metering Installation.	

10.8	Replaced "Envestra" with "the party responsible for a Metering Installation"	This change conforms clause 10.8 to the equivalent clause in the VTC. The change was requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.6).	AER Vic Draft Dec, Rev 12.6
10.10 and 10.11	Replaced "invoice" with "statement of charges"	Part 21 of the NGR regulates payments from gas retailers to gas distributors and uses the term "statement of charges" rather than "invoice". This change conforms the terms and conditions to Part 21, NGR.	NGR, Part 21
11	Replaced "Metering Equipment" with "meter"	"Metering Equipment" is not a defined term in the Glossary to the Access Arrangement. In this clause, "Metering Equipment" has been replaced with "meter" as it is the meter which is read.	
11.2	Clarification of meter reads.	Frequency of meter reads is as per the Retail Market Procedures.	
11.7(c)	Replaced "on whatever basis Envestra considers reasonable" with "on a reasonable basis"	This change conforms clause 11.7(c) to the equivalent clause in the VTC. The change was requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.7).	AER Vic Draft Dec, Rev 12.7
12.1	Replaced "AS4564-2003" with "AS4564-2011"	Regulation 38(1)(a)(iii) of the Gas Regulations 2012 (SA) requires a gas distributor to ensure that gas complies with the relevant specifications set out in Schedule 2 to the Regulations (unless otherwise agreed between the Technical Regulator and the operator). Schedule 2 states that the specifications for natural gas are the limits set out in AS 4564, which is defined (in Regulation 3) as *AS4564 – Specification for General Purpose Natural Gas* published by Standards Australia, as in force from time to time. The change to clause 12.1 updates the clause to refer to the current version of AS4564.	Gas Regulations 2012 (SA), regs 3 and 38.
12.3	Inserted "reasonable"	This change conforms clause 12.3 to the equivalent clause in the VTC. The addition of the word "reasonable" was requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.10).	AER Vic Draft Dec, Rev 12.10
12.4(a)	Added "or if it becomes aware that such Gas is being or has been delivered into the Network by or for the account of the Network User"	This change conforms clause 12.4(a) to the equivalent clause in the VTC. The addition of the words was requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.11).	AER Vic Draft Dec, Rev 12.11
12.4(b)	Replaced "Network User's Customers" with "Shared Customers"	See comment on clause 2.2	
12.7	New clause	This new clause is the same as clause 12.7 in the VTC. It has been added so that the SATC conforms to the VTC.	
13.6	New clause	To clarify Network User obligations in respect of injection pressures.	
15.1(b)	Replaced "to or for the account of the Network User" with "at any User DP"	This change is made so that the clause conforms to the equivalent clause in the VTC.	
17.1	Clause re-drafted	This clause has been re-drafted to conform to rule 89 of NERR. Rule 89 states that a distributor may interrupt the supply of energy at any time, including for a planned interruption or an unplanned interruption".	NERR, rule 89
17.2	Clause re-drafted	The clause has been re-drafted to conform to rules 90-91 of NERR, which deal with notice of planned interruptions and unplanned interruptions.	NERR, rules 90 and 91
17.3(a)	Added "at that DP, in the relevant circumstances, in priority to other DPS"	Change made so that clause 17.3(a) conforms to the equivalent clause in the VTC. The change has been made to recognise that arrangements for interruptible DPs can vary from case to case and may or may not allow interruption in the relevant circumstances.	

17.5	Replaced "and for the Network User's Customers" with "(or, if the Network User is a Gas Retailer, the Network User or any Shared Customer)"	The changes to clause 17.5 conform the clause to the equivalent clause in the VTC. In the AER's draft decision on the Victorian Access Arrangement, the AER stated that the haulage reference services should not be restricted to Network Users who hold a retail authorisation. The effect of this decision is that the terms and conditions need to accommodate both Network Users who are gas retailers and Network users who are not gas retailers (i..e, self-contracting gas consumers). The changes to clause 17.5 recognise that the Network User will not have Shared Customers if the Network User is not a retailer.	
17.7	Clause re-drafted	See comments on clause 17.5.	
18	Clause inserted	New clause 18 conforms to the equivalent clause in the VTC. The clause recognises that disconnection (or de-energisation) of a customer's premises is governed by rules 119 and 120 of NERR and reconnection (re-energisation) is governed by rule 122 of NERR.	NERR, rules 119, 120 and 122
19.2	Added "requested by the Network User"	This change conforms clause 19.2 to the equivalent clause in the VTC.	
20-23	Clauses re-drafted	Clauses 20-23 have been re-drafted to conform to the equivalent clauses in the VTC and to reflect the requirements of Part 21 of NGR, which governs payments between gas retailers and gas distributors. As the terms and conditions also have to accommodate non-retailers, to whom Part 21 does not apply, the clauses have been drafted to also apply to non-retailers. This is especially the case with clause 23 which incorporates rule 510 of the Natural Gas Rules but recognises that rule 510 does not apply to disputes where the Network User is not a retailer.	NGR, Part 21
22.3	Clause re-drafted	In response to comments from Simply Energy and AGL, AGN has redrafted this clause for clarification.	
24	Clause re-drafted	Clause 24 has been re-drafted to conform to the equivalent clause in the VTC. In South Australia, the Gas Metering Code regulates the procedures for meter reading and the validation, substitution and estimation of metering data.	
25	Inserted "in the manner specified by law or, where no manner is specified"	Rule 507 of the NGR governs the manner of payment by gas retailers. Clause 25 has been amended to conform to the equivalent clause in the VTC. As amended, clause 25 recognises that rule 507 will apply in the case of gas retailers and, where the Network User is not a gas retailer, provides for a manner of payment which is equivalent to that applicable under rule 507.	NGR, rule 507
26.1	Clause re-drafted	Clause 26.1 has been re-drafted to conform to the equivalent clause in the VTC. Changes to clause 26.1 were requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.17)	AER Vic Draft Dec, Rev 12.17
26.2	Clause re-drafted	Clause 26.2 has been re-drafted to conform to the equivalent clause in the VTC. Changes to clause 26.2 were requested by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.18).	AER Vic Draft Dec, Rev 12.18
26.3	Clause deleted	Clause 26.3 has been deleted. In the AER's final decision on the Victorian Access Arrangement, the AER required the deletion of the equivalent clause that was proposed in the draft terms and conditions for Victoria (Rev 13.4).	AER Vic Final Dec, Rev 13.4

27	New clause	Clause 27 conforms to the equivalent clause in the VTC and reflects the credit support provisions in Part 21 of the NGR. The sub-clauses and the corresponding rules are as follows: Clause 27.1 – Rule 523(1) Clause 27.2 – Rule 523(2) Clause 27.3 – Rule 524 Clause 27.4 – Rule 525(1) Clause 27.5 – Rule 525(2) Clause 27.6 – Rules 526 and 527 Clause 27.7 – Rule 528 Clause 27.8 – Rule 529 Clause 27.9 – Rule 530	NGR, Part 21
28.2(a) and (b)	Inserted "Subject to clause 28.4" at the beginning of clauses 28.2(a) and 28.2(b). Inserted "(including clause 23)" in the second line of clause 28.2(a). Added "and the Network User fails to pay the amount due within 14 days after it receives a written notice specifying the amount that is due;" at the end of clause 28.2(a)	In the final decision on the Victorian Access Arrangement (see Rev 13.7), the AER required AGN to qualify clauses 28.2(a) and (b) so that AGN could not rely on those clauses to terminate in the event of a dispute. The proposed amendments to clauses 28.2(a) and (b) are consistent with the AER's comments. The reference to clause 23 has been inserted into the second line of the clause and a new clause 28.4 has been added to qualify AGN's right to terminate in the event of a dispute between AGN and the Network User as to a breach of obligation and the dispute resolution process under clause 37.	AER Vic Final Dec, Rev 13.7
28.2(d)	New clause added	Clause 28.2(d) has been added to conform to the equivalent clause in the VTC.	
28.2(e)	Changed "Rules" to "National Gas Rules"	Clause 28.2(e) has been amended to conform to the equivalent clause in the VTC. The National Gas Rules have been referenced to avoid confusion with other Rules, such as the National Energy Retail Rules.	
28.2(i)	New clause added	Clause 28.2(i) has been added to conform to the equivalent clause in the VTC.	
28.3(a)	Inserted "subject to clause 28.4,"	This clause has been amended so that it mirrors the terms of clause 28.2(a) and (b), where relevant.	AER Vic Final Dec, Rev 13.7
28.4	New clause added	See comment on clause 28.2(a) and (b).	AER Vic Final Dec, Rev 13.7
28.5	Deleted	Clause 28.5 has been deleted given that, since the introduction of NECF, retailers no longer pay charges two months in advance so there is no pre-payment to refund.	
29.1	Deleted "(other than clause 27.6)"	Typographical error.	
29.1	Replaced "Customer of the Network User" with "(or, if the Network User is a Gas Retailer, any Shared Customer)"	See comment on clause 17.5.	
29.2	Clause re-drafted	See comment on clause 17.5.	
29.3	Clause re-drafted	Clause 29.3 has been amended to conform to the equivalent clause in the VTC. In the AER's draft decision on the Victorian Access Arrangement, the AER required amendments to the definition of "Claim" in clauses 29.6 and 29.7 (Rev 12.13). In response to the AER's requirements, clause 29.3 was amended and a new definition of "Claim" included in the Glossary to the Access Arrangement. The AER accepted this response to Rev 12.23.	AER Vic Draft Dec, Rev 12.23
29.4	Clause amended to replace "The Network User" with "Each party" and "Envestra" with "the other party".	Clause 29.4 has been amended to conform to the equivalent clause in the VTC. The changes were required by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.22).	AER Vic Draft Dec, Rev 12.22

31.1(f)	Clause re-drafted	Clause 31.1(f) has been re-drafted to conform to the equivalent clause in the VTC.	
32.2	Clause amended	Clause 32.2 has been amended to conform to the equivalent clause in the VTC. The words "use its best endeavours" and "reasonably" were required to be added by the AER in its draft decision on the Victorian Access Arrangement (Rev 12.25).	AER Vic Draft Dec, Rev 12.25
33.1	Clause deleted	Clause 33.1 has been deleted to conform to the VTC. The AER required the deletion of the clause in its draft decision on the Victorian Access Arrangement (Rev 12.26).	AER Vic Draft Dec, Rev 12.26
33.2	"Metering Equipment" changed to "Metering Installation"	See comment on clause 9.	
33.2	Changes to paragraphs (a), (b) and (c)	See comment on clause 17.5.	
33.2	Deletion of final paragraph	The final paragraph has been deleted so that clause 33.2 conforms to the equivalent clause in the VTC. The final paragraph is unnecessary because of clause 33.6.	
33.3	Clause amended	Clause 33.3 has been amended to conform to the equivalent clause in the VTC. The AER required the amendments in its final decision on the Victorian Access Arrangement (see Rev 13.8).	AER Vic Final Dec, Rev 13.8
33.4	Added ", if the Network User is a Gas Retailer," and replaced "Network User's Customer" with "Shared Customer"	See comments on clause 2.2 and clause 17.5.	
33.5	Added ", if the Network User is a Gas Retailer," and replaced "Network User's Customer" with "Shared Customer"	See comments on clause 2.2 and clause 17.5.	
34.2	Deleted	Clause 33.2 has been deleted to conform to the VTC. The AER required the deletion of the clause in its final decision on the Victorian Access Arrangement (Rev 13.9).	AER Vic Final Dec, Rev 13.9
35.1	Insert "or any Network User's Customer"	Inserted in response to comment from Origin Energy.	
35.2	Added ", if the Network User is a Gas Retailer," and replaced "Network User's Customer" with "Shared Customer"	See comments on clause 2.2 and clause 17.5. In response to Origin Energy comment, included notification as agreed with owner or occupier.	
35.3	Added "Unless required by law"	These words have been added to conform the clause to the equivalent clause in the VTC.	
35.4	Added ", if the Network User is a Gas Retailer," and replaced "Network User's Customer" with "Shared Customer"	See comments on clause 2.2 and clause 17.5.	
35.5	Clause amended	Clause 35.5 has been amended to conform to the equivalent clause in the VTC. The AER required amendments to clause 35.5 in its final decision on the Victorian Access Arrangement (Rev 13.10 and note text on pages 276-277 of final decision).	AER Vic Final Dec, Rev 13.10
35.6	"Metering Equipment" replaced with "meter"	See comment on clause 11.	
35.7	Clause amended	Clause 35.7 has been amended to conform to the equivalent clause in the VTC. The AER required amendments to clause 35.5 in its final decision on the Victorian Access Arrangement (Rev 13.10).	AER Vic Final Dec, Rev 13.10

37.1	Added "or a dispute that is subject to a dispute resolution process which AGN and the Network User are required by law to follow"	The additional words are the same in substance as the words which appear in the equivalent clause in the VTC.	
37.4	Changed "If the Parties are unable to resolve the Dispute" to "If a Dispute is not resolved"	This modification is designed to tighten up the clause so that it is clear that it applies in all cases where a dispute is not resolved.	
37.5	Changed "the Parties will jointly request" to "either Party may request"	This modification is designed to ensure that neither Party can frustrate the dispute resolution process by failing to request the nomination of an Independent Expert.	
37.5	Added "and Mediators Australia"	The additional words conform to the equivalent clause in the VTC and recognise that "the Institute of Arbitrators" has changed its name to "the Institute of Arbitrators and Mediators Australia".	
37.6	Added "(or, to the extent not agreed, the terms specified by the Independent Expert)"	This modification is designed to ensure that neither Party can frustrate the dispute resolution process by refusing to agree on the terms of appointment.	
37.9	Added "and, in any event, within 20 Business Days after the Independent Expert was appointed (or within whatever longer period the Parties may agree)."	This modification is designed to ensure that there is a time limit for the Independent Expert to make a determination in relation to a dispute.	
37.14	Deleted "Subject to clause 22.1,"	Clause 22.1 has been deleted and replaced with a different clause.	
38.1	Added "or permitted or required by law"	The additional words conform to the equivalent clause in the VTC.	
39.1	Clause amended	Clause 39.1 has been amended to conform to the equivalent clause in the VTC. The amendments were required by the AER in its final decision on the Victorian Access Arrangement (Rev 13.11).	AER Vic Final Dec, Rev 13.11
39.2	New clause added	Clause 39.2 corresponds with clause 39.5 of the VTC but has been amended to reflect differences between the Victorian Retail Market Procedures and the South Australia Retail Market Procedures. The AER required the inclusion of clause 39.5 of the VTC in its final decision on the Victorian Access Arrangement (Rev 13.11).	AER Vic Final Dec, Rev 13.11
41.3	Clause amended	Clause 41.3 has been amended to conform to the equivalent clause in the VTC. The amendments were required by the AER in is draft decision on the Victorian Access Arrangement (Rev 12.30). In response to comment from Origin Energy, clause has been made reciprocal.	AER Vic Draft Dec, Rev 12.30
41.11	Replaced "invoice" with "statement of charges"	See comment on clause 5.3. In response to comment from Origin Energy, narrowed the obligations for stamp duty payment.	
42.1	Clause amended	Clause 42.1 has been amended to conform to the equivalent clause in the VTC.	
42.4	Clause amended	Clause 42.4 has been amended to conform to the equivalent clause in the VTC.	
43.2(c)	Timeframe amended	In response to comment from Origin Energy, amended timeframe to 10 business days.	
43.4	Clause amended	In response to comment from Origin Energy, amendment to GST clause.	
43.6	Deleted	Clause 43.6 has been deleted so that clause 43 conforms to the equivalent clause in the VTC.	

App 2	Added	Appendix 2 conforms to Appendix 2 to the VTC and to the form of undertaking set out in Schedule 2 to Part 21 of the NGR.	NGR, Part 21, Schedule 2