

# RoLR Deemed Large Customer Retail Arrangement – Gas (NSW and QLD)

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## Important Note

The gas sold to the Customer under this Agreement must be transported through the Network, which is operated and controlled by the Network Operator. As a Retailer, AGL can arrange with the Network Operator for delivery of gas to the Customer's Delivery Point. AGL cannot however, as a Retailer, physically control the quality or continuity of gas delivered to the Customer's Delivery Point. Many of the terms in this Agreement are a result of AGL's obligations to the Network Operator under Energy Law and Third Party Contracts.

This AGREEMENT is between the CUSTOMER and AGL (each as defined in clause 18).

## 1. This Agreement

This Agreement consists of these terms and conditions and sets out the agreement between AGL and the Customer for the sale of gas to a Delivery Point that has transferred to AGL as a result of a RoLR Event.

## 2. Sale, purchase, and delivery of gas

### 2.1 Sale and purchase obligations – general

- (a) AGL will make available and sell gas to the Customer at a Delivery Point, and the Customer will buy that gas from AGL in accordance with this Agreement.
- (b) The risk in and title to gas supplied to the Customer under this Agreement will pass to the Customer at the Delivery Point.
- (c) Each party must comply with all applicable Energy Laws in the performance of this Agreement.

### 2.2 Delivery Point and connection upgrades

- (a) AGL will arrange with the Network Operator for the supply and delivery of gas to each Delivery Point in accordance with this Agreement.
- (b) If the Customer requests a Delivery Point upgrade in writing to AGL, AGL will request the Network Operator to make the upgrade. If the Network Operator agrees to the upgrade, or if the Network Operator initiates a Delivery Point upgrade, AGL will pass through to the Customer any charges levied by the Network Operator or other Gas Market Service Provider relating to such upgrade. AGL makes no representation regarding the time for completion of the upgrade.

## 3. Term

### 3.1 Term of Agreement

This Agreement begins on the Commencement Date and ends on the End Date.

## 4. Quantities of gas and overruns

### 4.1 Maximum quantities

- (a) Subject to this Agreement, AGL will sell and arrange for the supply of gas to, and the Customer may withdraw gas at, a Delivery Point in quantities up to:
  - (i) the Maximum Daily Quantity (**MDQ**) each Day; and
  - (ii) the Maximum Hourly Quantity (**MHQ**) each Hour.
- (b) Where the Customer withdraws gas at a Delivery Point in quantities or at rates that exceed those referred to in clause 4.1(a)(i), additional charges may be payable for that gas.
- (c) Where the Customer withdraws gas at a Delivery Point in quantities or at rates that exceed those referred to in clause 4.1(a)(i) or (ii), the Customer's liability is not limited to any Charges applicable under this Agreement and:
  - (i) the Customer may also be liable for Damages in accordance with clause 11.3; and
  - (ii) if the Network Operator requires, the capacity of the Meter Equipment may be increased or flow control mechanisms may be installed to restrict the quantity of gas that may be withdrawn at the Delivery Point, at the Customer's expense.

### 4.2 Variation to quantities

If the Customer wishes to request a variation to any or both of MDQ or MHQ:

- (a) the Customer must make the request in writing;
- (b) AGL will advise the Customer whether AGL and the Network Operator agree to the request;
- (c) AGL will advise the Customer of any variations to the terms and conditions in relation to the request; and
- (d) if the Customer accepts the proposed variations advised under clause 4.2(c), then the agreed variations to MDQ or MHQ (as applicable), and/or the terms and conditions will apply from the date agreed by the parties until the End Date.

### 4.3 Tariff reclassifications

- (a) If the characteristics of the Customer at a Delivery Point qualify for a Tariff Class different to the Tariff Class assigned to the Customer at that time, the Customer may request AGL to seek a variation to the Tariff Class and:
  - (i) the Customer must make the request in writing;
  - (ii) AGL will advise the Customer whether AGL and the Network Operator agree to the request;
  - (iii) AGL will advise the Customer of any variations to the Tariff Class, the Charges or other terms and conditions arising as a consequence of the request; and
  - (iv) if the Customer notifies AGL that it accepts the proposed variation advised under clause 4.3(a)(iii) then the agreed variations to the Tariff Class and the terms and conditions will apply from the date determined by the Network Operator until the End Date. Otherwise no such variations will be made.
- (b) If the characteristics of the Customer at a Delivery Point are such that it ceases to qualify for the Tariff Class assigned to the Customer at that time or that it qualifies for a different Tariff Class, the Network Operator may determine that a different Tariff Class will apply to the Customer at that Delivery Point and on receiving notice of that determination, AGL will give the Customer notice of the change, which will apply from the date determined by the Network Operator.
- (c) The Tariff Class applying to the Customer may be changed by the Network Operator, or at the request of AGL or the Customer, if the Customer's usage or expected usage at a Delivery Point in respect of any 12-month period is:
  - (i) more than 10TJ where it was previously less than 10TJ in respect of a 12-month period; or
  - (ii) less than 10TJ where it was previously more than 10TJ in respect of a 12-month period,

in which case the Network Charges will be varied in accordance with variations in the charges paid or payable to the Network Operator in respect of the Delivery Point.

### 4.4 Less than 1 TJ

If the Customer's usage or expected usage at a Delivery Point with respect to any 12-month period is less than 1 TJ, AGL may terminate this Agreement by notice to the Customer and the AGL standard retail contract terms (Standard Terms) will apply to that Delivery Point from the date on which the Customer will be treated by Energy Law as a small customer. From that date, if there is any inconsistency between the Standard Terms and the provisions of this Agreement, the Standard Terms prevail in relation to the relevant Delivery Point.

### 4.5 Chargeable Demand [New South Wales only]

- (a) This clause 4.5 applies to Delivery Points in New South Wales only.
- (b) The Customer acknowledges that the Network Operator may re-determine the Chargeable Demand that applies for a Delivery Point from time to time and, following notification by the Network Operator, AGL will notify the Customer of the revised Chargeable Demand which will apply and the date from which it is effective and the Network Charges passed through to the Customer will be varied accordingly.

- (c) Where the Customer experiences a permanent and material reduction in its requirements for gas supply at a Delivery Point, the Customer may apply for a reduction in the Chargeable Demand for that Delivery Point and must provide AGL with such information as AGL may reasonably require for it and the Network Operator to consider the application.
- (d) If the Network Operator agrees to a reduction in Chargeable Demand, then following notification by the Network Operator, AGL will notify the Customer of the reduced Chargeable Demand which will apply and the date from which it is effective.
- (e) Despite any reduction in Chargeable Demand, the Customer acknowledges that the Network Operator may subsequently increase the Chargeable Demand if there is an increase in the quantity of gas being withdrawn at the Delivery Point.
- (f) AGL may, in its absolute discretion, request the Network Operator to revise the MDQ to a level nominated by AGL which will most closely align with the Chargeable Demand from time to time and if the Network Operator agrees, AGL may by notice to the Customer and effective from the date specified in the notice vary the MDQ to equal the revised MDQ and vary the Monthly Fixed Charges and any terms and conditions as a consequence of the variation in the MDQ.

## 5. Charges

### 5.1 Charges

The Customer must pay to AGL the Charges applicable to each Delivery Point in each Billing Period, being:

- (a) an amount equal to the Energy Charge multiplied by the quantity (in GJ) of gas delivered, or treated as delivered, to a Delivery Point in the Billing Period;
- (b) any Monthly Fixed Charge;
- (c) the Network Charges;
- (d) any Market Charges;
- (e) any Pass Through Charges; and
- (f) the Retail Service Fee.

### 5.2 Default Rates

The Customer acknowledges that the Default Rate reflects potential wholesale market exposures for AGL, and that the Default Rate will change from time to time as published on AGL's website.

### 5.3 Variation of and estimation of Charges

- (a) The Monthly Fixed Charge will be varied by AGL with effect from each Review Date by applying the CPI Escalation Formula.
- (b) The amount of, or the rate of calculation of, some of the Network Charges, Market Charges or Pass Through Charges (or components of those charges) may be reasonably estimated by AGL from time to time. If the amounts actually incurred by AGL are greater or less than the estimated amount, acting reasonably AGL may increase or decrease the Network Charges, Market Charges or Pass Through Charges accordingly from time to time and AGL will invoice the Customer or credit the Customer's account for any difference between the billed estimated charges and the actual charges.

### 5.4 GST.

- (a) Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) (**Payment**) shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (b) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense, or other amount incurred, then that amount must be reduced by any input tax credit available to

that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.

- (c) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.
- (d) Where in relation to this Agreement a party makes a taxable supply, that party must provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- (e) Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause 5.4.

## 6. Billing and payment

### 6.1 Bills

- (a) The Network Operator will determine the quantity of gas delivered to a Delivery Point for a particular period and, except in the case of manifest error, AGL will use that quantity to calculate the relevant Charges for that period.
- (b) AGL will send a bill to the Customer after the end of each Billing Period for the Charges payable by the Customer under this Agreement.
- (c) If, after a bill has been issued in respect of a given Billing Period, it is discovered that the Customer has been overcharged or undercharged under this Agreement, including but not limited to where there is a network adjustment, error, or fraud, AGL must determine the correct charges, and AGL will credit or debit the amount of overcharge or undercharge in the next bill as appropriate, or in an ad hoc bill if no further bill is due to be sent to the Customer under clause 6.1(b). AGL may send a bill under this clause 6.1(c) at any time notwithstanding that the Customer has ceased purchasing gas from AGL at the Delivery Point under the terms of this Agreement.
- (d) A bill is duly rendered if left at, mailed, or emailed to or otherwise sent to the address notified to AGL by the Network Operator in respect of the Delivery Point or as updated by the Customer by written notice to AGL from time to time.

### 6.2 Payment and dispute of bills

- (a) Subject to clause 6.2(d), the Customer must pay all bills within 14 days of the date of the bill (free of set-off and without deduction) by cash, cheque, or electronic funds transfer (**Payment Terms**). If AGL agrees to accept payment by credit card, AGL may charge the Customer for any additional costs incurred, including any merchant services or payment processing fees levied by a service provider.
- (b) If a bill is not paid in full by the date required, AGL may charge interest at the Interest Rate on the unpaid amount, calculated from the date payment was due until the date payment is received by AGL (both dates inclusive) and compounded monthly.
- (c) AGL may also require the Customer to pay any costs reasonably incurred by AGL in recovering any amounts the Customer owes to AGL, including any amount in dispute that is subsequently required to be paid by the Customer, or due to the Customer's default under this Agreement.
- (d) Subject to clause 6.2(e) the Customer may withhold payment of any part of the bill that it reasonably believes is incorrect provided it gives notice to AGL before the date payment is due detailing the reasons for this belief and requesting that AGL review the accuracy of the disputed portion of the bill. The Customer must pay AGL the undisputed portion of the bill by the date payment is due in accordance with the Payment Terms. AGL will review the disputed portion of the bill within 30 days of the Customer's written request to do so. If AGL's review does not resolve the dispute, either party may give the other a notice of Dispute and clause 10 will apply.

- (e) Despite clause 6.2(d), the Customer must pay all Network Charges, Market Charges and Pass Through Charges (and applicable GST) in accordance with the Payment Terms.
- (f) If the Customer validly withholds an amount in accordance with this clause 6.2 and is subsequently found (by agreement or decision of a court or other party having jurisdiction) not to be liable to pay that amount, the Customer will not be liable for any interest on that amount.
- (g) AGL is entitled, without prejudice to any other rights or remedies it may have, to withhold and set off payments of any monies due or owing by the Customer to AGL, against any and all amounts due or owing by AGL to the Customer.

### 6.3 Credit Support.

- (a) The Customer must promptly provide to AGL such information reasonably requested by AGL from time to time to assist in the assessment of the Customer's creditworthiness.
- (b) AGL may by notice request the Customer to provide AGL with Security to secure the due and punctual performance of the Customer's obligations under this Agreement if:
  - (i) AGL, acting reasonably, considers that the Customer's creditworthiness is unsatisfactory, or has materially adversely changed; or
  - (ii) the Customer fails to pay, in accordance with the Payment Terms, the outstanding amount of any 3 bills or any 2 consecutive bills.
- (c) The Customer must provide any Security requested within 7 days after AGL's notice under clause 6.3(b).
- (d) AGL may use the Security to pay any amounts AGL reasonably believes the Customer owes to AGL under this Agreement.
- (e) Where AGL uses the Security to pay any amounts the Customer owes to AGL under this Agreement, AGL may require the Customer to reinstate the Security to the original amount requested pursuant to clause 6.3(b) within 7 days.
- (f) If the Customer fails to provide or reinstate Security in accordance with this clause 6.3, AGL may refuse to sell or supply gas under this Agreement, cause the gas supply at a Delivery Point to be disconnected in accordance with clause 13(d), or terminate this Agreement in accordance with clause 12.1(c).
- (g) AGL must release any remaining Security on termination or expiry of this Agreement if all amounts owing or payable by the Customer to AGL under this Agreement have been paid in full.

## 7. Metering, access, and safety

### 7.1 Responsibility for metering

- (a) The Customer acknowledges that all Meter Equipment will be installed, maintained, tested, operated, and read by the Network Operator or a Meter Data Agent in accordance with Third Party Contracts and Energy Law.
- (b) Unless expressly provided otherwise, all Meter Equipment will remain the property of the Network Operator (or AGL, as the case may be), who will be entitled to recover possession of that property upon the termination of this Agreement or in relation to any change to a Customer's Tariff Class, and for that purpose the Customer must allow the Network Operator (or AGL, as the case may be) to enter the Premises at all reasonable times.

### 7.2 Customer's responsibilities.

The Customer must:

- (a) keep the Meter Equipment safe from damage and interference;
- (b) immediately notify AGL and the Network Operator if the Customer becomes aware of any:
  - (i) fact or circumstance which could pose a risk to the health or safety of any of AGL's or a Gas Market Service Provider's representatives who enter the Premises; or

- (ii) damage to the Network or the Meter Equipment;
- (c) not withdraw gas, and must use its best endeavours to ensure that no others withdraw gas, before it reaches the Meter Equipment at a Delivery Point;
- (d) not use gas in a manner that may interfere with the Network or cause damage or interference to a third party;
- (e) comply with any lawful direction issued by AGL, the Network Operator or the Market Operator;
- (f) as soon as possible following the Commencement Date provide details by notice to AGL of an emergency contact person for each Delivery Point who can be contacted by AGL, the Network Operator or the Market Operator at any time in an Emergency. The Customer must notify AGL as soon as is practicable of any changes to the name and contact details of that emergency contact person. AGL may provide those emergency contact details to the Network Operator or the Market Operator if requested or required by those parties; and
- (g) provide all reasonable assistance and information to AGL to allow it to comply with its obligations under this Agreement, to enable AGL or the Network Operator to interrupt or curtail deliveries of gas to the Customer and in so far as relevant to this Agreement, to comply with Energy Law or a Third Party Contract.

### 7.3 Accuracy or security of Meter Equipment

- (a) The Customer must advise AGL immediately if it becomes aware of any circumstances that might reasonably be expected to affect the accuracy or security of the Meter Equipment.
- (b) If accurate readings of the Meter Equipment are unavailable, the quantity of gas delivered to a Delivery Point for that period will be the amount determined by the Network Operator, unless the Network Operator, AGL and the Customer agree otherwise.

### 7.4 Representatives on Premises

Each party and the relevant Gas Market Service Provider may appoint a representative to be present during the alteration, reading, inspection, calibration, repair, or maintenance of the Meter Equipment.

### 7.5 Access to Meter Equipment

- (a) The Customer must provide safe and unhindered access to the Metering Equipment for AGL's and a Gas Market Service Provider's employees, agents and contractors, and all persons entitled to access under Energy Law.
- (b) Except in an Emergency or where access to the Premises is required in relation to curtailment, interruption, or suspension of gas deliveries, AGL will comply with the Customer's Premises' safety requirements if notified of those requirements before entry to the Premises.
- (c) If the Customer does not provide such access at the time AGL or a Gas Market Service Provider requires it:
  - (i) if a meter reader was unable to gain access, the Customer must reimburse AGL for any amounts which may be charged to or incurred by AGL in relation to the attempted reading of that Meter Equipment, even though no reading was actually taken; and
  - (ii) AGL or the Network Operator may do any or all of the following:
    - A estimate the quantity of gas delivered to a Delivery Point and AGL will render a bill based on that estimate;
    - B cease the supply of gas to a Delivery Point, and AGL will give the Customer up to 6 hours written notice of the cessation of supply except in the case of an interruption or reduction in supply of gas, an Emergency or a risk to persons or property;
    - C replicate the Meter Equipment at a location accessible to AGL and the Network Operator, at the Customer's cost,



providing that AGL acts reasonably in taking any action under this clause 7.5(c)(ii).

## 8. Gas quality

### 8.1 Gas quality

- (a) The Customer acknowledges that either or both of the Network Operator and the Market Operator operate and physically control the relevant parts of the Network, and that gas supplied by AGL commingles in the Network with gas supplied by other market participants. The Customer further acknowledges that AGL cannot control the quality or condition of gas at a Delivery Point or the continuity of the delivery of gas, and therefore cannot commit to selling or delivering gas that complies with the Gas Specifications.
- (b) The Customer must take reasonable steps to minimise the risk of loss or damage to any of the Customer's equipment, property or business that may result from variations in gas quality, or reductions or interruptions to the gas supply.
- (c) Each party will:
  - (i) notify the other party as soon as practicable after it becomes aware that Out of Specification Gas is being, or is likely to be, supplied at a Delivery Point (which notice may be given orally and subsequently confirmed in writing);
  - (ii) provide the other party with information (if available) about the extent to which Out of Specification Gas differs from the Gas Specifications; and
  - (iii) notify the other party as soon as practicable after it becomes aware that deliveries of gas that meet the Gas Specifications can be or have been resumed.
- (d) The Customer is under no obligation to accept Out of Specification Gas but is liable to pay the Charges for any Out of Specification Gas actually withdrawn at a Delivery Point, as if the gas complied with the Gas Specifications.
- (e) The Customer will be deemed to have agreed to accept Out of Specification Gas if:
  - (i) it continues to withdraw such gas after becoming aware that Out of Specification Gas is being supplied; or
  - (ii) such gas is accepted by the Network Operator.

### 8.2 Suitability of gas

So far as the law allows, AGL does not make any representations, and the Customer relies on its own inquiries, skill, and judgement, concerning the suitability of gas for the Customer's purposes and the pressure at which it is to be supplied.

## 9. Interruption and curtailment of delivery of gas

### 9.1 Interruption or reduction of delivery of gas.

- (a) The Customer acknowledges that under Energy Law, the Network Operator or Market Operator can curtail, interrupt, or reduce deliveries of gas to a Delivery Point, or cause an undersupply of gas in the Network.
- (b) AGL reserves the right to curtail, interrupt or reduce gas supply to the Customer if a gas producer, Network Operator or Market Operator fails to supply gas or interrupts the supply of gas to AGL for any reason. Such curtailment can occur for reasons which include:
  - (i) to preserve the integrity of the Network;
  - (ii) in the event of or likelihood of an Emergency or risk of injury or damage to any person or property (including the Network);
  - (iii) in order to perform repairs or maintenance on the Network; or
  - (iv) if the Customer is in default of its obligations under this Agreement, including if the Customer withdraws gas in excess of the maximum quantities contemplated in clause 4.1.

### 9.2 Customer must cease withdrawals.

- (a) AGL or the Network Operator may notify the Customer to cease taking gas or reduce its withdrawals of gas from a Delivery Point for reasons set out in clause 9.1, or under Energy Law. If AGL or the Network Operator so notifies the Customer, the Customer must cease or reduce taking gas, as the case may be, in accordance with the notice. Notices may be given orally and subsequently confirmed in writing.
- (b) If AGL or the Network Operator gives the Customer a notice in accordance with clause 9.2(a), the Customer must, if requested by AGL or the Network Operator, also comply with any curtailment plan provided to the Customer.

### 9.3 Consequences if Customer does not cease withdrawals

If the Customer does not cease or reduce withdrawals of gas in accordance with the notice given under clause 9.2:

- (a) AGL or the Network Operator may take any action necessary to ensure such cessation or reduction in which case they are not liable to the Customer for, and the Customer releases them from liability for, any Damages however caused resulting from taking that action; and
- (b) the Customer is liable in accordance with clause 11.3 for any Damages incurred by or suffered by AGL resulting from or associated with the Customer's failure to cease or reduce withdrawals of gas.

### 9.4 Responsibility for interruption or curtailment

- (a) AGL is not liable to the Customer for any Damages suffered by the Customer resulting from AGL's failure to provide gas to a Delivery Point to the extent caused by an Emergency, or an interruption, reduction, suspension, or curtailment of the delivery of gas by the Network Operator, the Market Operator, any gas producer, any Government Agency, or any party supplying gas to AGL.
- (b) Nothing in this Agreement requires AGL to provide gas or procure the delivery of gas in circumstances where Energy Law or a Third Party Contract requires or permits AGL or the Network Operator to refuse to provide or deliver gas.

### 9.5 Emergency

The telephone number to call in cases of natural gas emergencies is set out on each bill.

## 10. Dispute resolution

- (a) If a dispute arises in relation to this Agreement, the party seeking to escalate the dispute must give notice to the other party detailing the full reasons for the dispute and requiring that the parties undertake dispute resolution pursuant to this clause 10 (**Dispute Notice**).
- (b) Following the provision of a Dispute Notice, senior representatives of each party who have not been involved in the dispute and who have authority to settle the dispute must attempt to resolve the dispute in good faith within 14 days from the date of the Dispute Notice.
- (c) If the dispute is not resolved within 60 days from the date of the Dispute Notice, then either party may, by giving notice to the other party, commence litigation proceedings.
- (d) Each party must continue to perform its obligations under this Agreement despite the existence of the dispute.
- (e) Nothing in this clause 10 prevents a party from seeking injunctive or urgent declaratory relief in respect of a dispute or any matter arising in connection with this Agreement.

## 11. Liability.

### 11.1 Consumer Rights and Guarantees.

- (a) *The Competition and Consumer Act 2010* (Cth) and other laws provide that certain conditions, consumer guarantees and rights apply to contracts with consumers (as defined in that legislation) that cannot be excluded or limited.
- (b) So far as the law allows, AGL gives no condition, warranty or undertaking, and AGL makes no representation to the

Customer concerning the condition or suitability of the gas AGL sells to the Customer or any other good or service provided under this Agreement, or its quality, fitness, or safety.

- (c) So far as the law allows, any liability AGL has to the Customer for breach of a condition, guarantee, right or representation applying to this Agreement that cannot be excluded but can be limited, will (at AGL's option) be limited to:
- (i) providing to the Customer equivalent goods or services to those goods or services to which that breach relates; or
  - (ii) paying the Customer the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

## 11.2 Exclusion of indirect or consequential loss.

Except as provided in clause 11.3, and so far as the law allows, neither party will be liable to the other in contract, in tort, in equity, by operation of statute or otherwise for any kind of Consequential Loss suffered or incurred by the other party or any other person and arising out of or in connection with this Agreement.

## 11.3 Customer's liability.

Notwithstanding clause 11.2, the Customer is liable to AGL for, and indemnifies AGL against, any Damages or claims incurred or suffered by or against AGL or its directors, officers, employees, agents, and contractors in connection with:

- (a) the failure by the Customer to cease or reduce the withdrawal of gas as required under this Agreement;
- (b) any Unauthorised Overrun at a Delivery Point;
- (c) any damage to or interference with the Network caused by the Customer, its employees, agents, or contractors;
- (d) any damage to or interference with any Meter Equipment, any other equipment or property or any connections installed or being installed at a Delivery Point caused by the Customer, its employees, agents, or contractors;
- (e) the Customer's gas delivery and usage installations (including pipe works, gas consuming appliances and other equipment) installed downstream of the Delivery Point not being designed, installed, operated, or maintained to required safety standards and in compliance with all applicable Energy Law;
- (f) the failure by the Customer to pay the Charges in accordance with this Agreement; and
- (g) any personal injury or death caused by the negligent or wrongful acts or omissions of the Customer, or the Customer's employees, agents, or contractors.

## 11.4 Contribution to loss or damage

- (a) The liability of a party to this Agreement for Damage, howsoever caused (including but not limited to, by the negligence of that party), suffered by the other party in connection with this Agreement, is reduced to the extent that the negligent or unlawful act or omission of the other party caused that Damage.
- (b) The parties agree that Part 4 of the *Civil Liability Act 2002* (NSW) does not apply and that their rights, obligations, and liabilities will be those which would exist if Part 4 of the *Civil Liability Act 2002* (NSW) did not apply.

## 11.5 Exclusion of liability

The Customer agrees that, subject to clause 11.1 and to the extent that Energy Law or any other law allows, AGL is not liable for any Damage suffered or incurred by the Customer because of any variation or deficiency in the quality of gas supplied to the Customer, the transportation of gas to the Delivery Point (including failure to deliver gas at the MHQ or MDQ to the Delivery Point), the provision of or failure to provide any associated services by the Network Operator, or any act or omission in compliance with Energy Law or a direction given under Energy Law.

## 12. Termination

### 12.1 Termination events

- (a) The Customer may terminate this Agreement by 30 days' notice in writing.
- (b) Either party may terminate this Agreement immediately by notice in writing if:
  - (i) an Insolvency Event occurs in respect of the other party;
  - (ii) if the other party breaches any of its material obligations under this Agreement and the breach is not remedied within 14 days of receipt of a notice to remedy that breach; or
  - (iii) if the other party breaches any of its material obligations under this Agreement which cannot be remedied or reasonably compensated for.
- (c) AGL may also terminate this Agreement on 3 days' notice if the Customer fails to provide Security in accordance with clause 6.3.
- (d) AGL may terminate this Agreement by 30 days' notice in writing if it receives notice from the Network Operator terminating the Third Party Contract under which the Network Operator provides reference services.
- (e) AGL may, at any time, in accordance with section 148(4) of the National Energy Retail Law, serve a notice on the Customer terminating the Agreement with effect from the date that is six months after the Commencement Date, if a retail contract is not executed in relation to the Delivery Point before that notified date.
- (f) This Agreement will automatically terminate on the date:
  - (i) the Customer enters into a new agreement with AGL in relation to the Delivery Point;
  - (ii) AGL is notified in accordance with Energy Law that another Retailer is registered under Energy Law as the gas Retailer in relation to the Delivery Point; or
  - (iii) the Delivery Point is decommissioned or removed in accordance with Energy Law.

### 12.2 Termination without prejudice

The termination of this Agreement:

- (a) is without prejudice to any other right or remedy available to a party and arising prior to or in respect of any occurrence or period preceding termination;
- (b) will not relieve the Customer from its obligation to pay amounts outstanding at the date of termination or that may become payable or for gas delivered to a Delivery Point; and
- (c) will not affect the indemnities and limitations of liability provided for in clause 11, which survive the termination of this Agreement.

## 13. Disconnection

AGL may arrange for the disconnection of any Delivery Point:

- (a) if AGL reasonably believes that the Customer has stolen gas or the Metering Equipment for a Delivery Point has been interfered with, AGL notifies the Customer and the Customer does not pay for the stolen gas, or satisfy AGL that the Metering Equipment has not been interfered with within the time set out in that notice; or
- (b) upon termination of this Agreement for any reason set out in clause 12.1(a) - 12.1(e).

## 14. Force majeure

- (a) The failure by either party to observe or perform wholly or in part any obligation (other than an obligation to pay money) under this Agreement is deemed not to be a breach of this Agreement to the extent the failure was caused by or arose as a consequence of Force Majeure.
- (b) If a party is affected by a Force Majeure, it must notify the other party as soon as reasonably practicable and provide particulars about the Force Majeure, its effect and expected

duration (which notice may be given orally and subsequently confirmed in writing).

- (c) The party affected by the Force Majeure must use reasonable endeavours to remedy or abate the Force Majeure as quickly as possible and resume performance of the affected obligations, provided that this clause 14(c) does not require the affected party to settle a strike, lockout, boycott, work ban or other industrial dispute.

## 15. Assignment

The Customer agrees that AGL may assign, novate, or otherwise transfer its rights and obligations under this Agreement to a Related Body Corporate that is a Retailer and appoints AGL as agent on its behalf to enter into appropriate novation arrangements with that Related Body Corporate at the relevant future time.

## 16. General provisions

### 16.1 Use of information

- (a) The Customer consents to AGL seeking and using information concerning the Customer, the Delivery Point, the Customer's gas consumption, metering, billing and payment data and history (and any related or similar information) for the purposes of this Agreement, any relevant Third Party Contract, any Energy Law or for any other lawful purpose AGL reasonably considers necessary.
- (b) Unless prevented by law, AGL or its Related Bodies Corporate can use this information to offer the Customer other products and services. The Customer may notify AGL at any time if it does not wish AGL to use this information in this manner.

### 16.2 Confidentiality of Agreement

- (a) Each party must ensure that all commercially sensitive information exchanged between the parties remains confidential.
- (b) Either party may disclose such information:
- (i) with the prior written consent of the other party (including that given under clause 16.1(a));
  - (ii) if permitted or required by any law or stock exchange rules, by a regulatory authority, or under a Third Party Contract; or
  - (iii) on a confidential basis to its officers, employees, and advisers (or those of a Related Body Corporate) for any purpose which is connected to the Agreement, provided that the party is liable for any further disclosure by its officers, employees, and advisers to a person that party is not entitled to disclose such information to under this clause 16.2.
- (c) AGL may disclose such information to a credit reporting agency under the *Privacy Act 1988* (Cth) or to a debt collection agency, if necessary to pursue payment of an outstanding amount owing under this Agreement.

### 16.3 Notices

- (a) Unless otherwise specified, a notice to AGL must be in writing and sent to the relevant address or email address as follows (or as varied by notice by AGL from time to time):

#### Address

The Sales Manager  
AGL SALES PTY LIMITED  
Locked Bag 14120 MCMC  
Melbourne VIC 8001

#### Email address

[BusinessSales@agl.com.au](mailto:BusinessSales@agl.com.au)

- (b) Unless otherwise specified, a notice to the Customer must be in writing and may be set out in a bill, published on the AGL website, hand delivered or sent to the address notified to AGL by the Network Operator in respect of the Delivery Point

or as updated by the Customer by written notice to AGL from time to time.

- (c) Unless actual receipt is earlier confirmed by the recipient, a notice is taken to be received:
- (i) if sent by mail, on the third Business Day after mailing;
  - (ii) if hand delivered, on the day it is delivered;
  - (iii) if sent by email, on the next Business Day after sending.

### 16.4 Exercise of rights.

A party may exercise a right, power, or remedy under this Agreement at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### 16.5 Severance

If any term of this Agreement is or becomes for any reason invalid or unenforceable at law, then that term will be deleted from this Agreement without affecting the remainder of this Agreement, which will continue to be valid and enforceable.

### 16.6 Waiver and variation

- (a) A provision of, or a right created under, this Agreement may not be waived, except in a notice signed by the party granting the waiver.
- (b) A provision of, or a right created under, this Agreement may be varied by Notice from AGL, and for the purposes of this clause, Notice may be given with immediate effect by publication on AGL's website, or as otherwise provided in this Agreement.

### 16.7 Survival

Clauses 1, 4, 5, 6, 7.2, 7.3, 7.5, 8, 9, 11, 13 and 16 (except 16.5) of this Agreement and the indemnities in this Agreement will survive the termination of this Agreement.

### 16.8 Governing law

This Agreement shall be interpreted in relation to each Delivery Point, in accordance with the law in force in the State or Territory in which such Delivery Point is located, and the parties submit to the jurisdiction of the courts of the relevant State or Territory, including any courts having appellate jurisdiction from those courts.

## 17. Interpretation

- (a) In this Agreement unless the contrary intention appears:
- (i) a reference to this Agreement or another instrument includes any variation or replacement of them;
  - (ii) the singular includes the plural and vice versa;
  - (iii) the word person includes a firm, a body corporate, an unincorporated association, or an authority;
  - (iv) a reference to one gender includes all genders;
  - (v) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - (vi) a reference to time is to the time in the State or Territory in which the relevant Delivery Point is located;
  - (vii) an agreement, representation, or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
  - (viii) a provision must not be construed against a party only because that party prepared it; and
  - (ix) mentioning anything after "includes" or "including" will not limit what else might be included.
- (b) Headings in this Agreement are inserted for convenience and do not affect the interpretation of this Agreement.
- (c) A reference to a law, ordinance, code, rule(s) or mandatory guideline includes regulations and other instruments under,



and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, code, rule(s) or guideline.

- (d) Where the application of a term of this Agreement is inconsistent with a provision of an Energy Law, then to the extent permitted by that Energy Law, that term will prevail. Otherwise, that term will be read down or modified so that it applies in a manner which is consistent with the relevant provision of that Energy Law (as that provision applies in those circumstances) or, if that is not possible, that term (or relevant part) will be severed in accordance with clause 16.5.
- (e) Where AGL is required by this Agreement to determine an amount payable by the Customer with reference to a charge, liability, cost, expense, or penalty:
- (i) a notice from AGL as to the amount payable is prima facie evidence of the amount payable and final and binding unless rebutted by the Customer; and
  - (ii) AGL may take into account the tax deductibility of any such charge, liability, cost, expense or penalty and the assessable nature of any related amount the Customer pays or owes to AGL.
- (f) A reference to a quantity of gas is a reference to a quantity of natural gas, expressed in Joules, and calculated as the product of the Declared Heating Value and the Volume of gas.

## 18. Glossary

### 18.1 General definitions

In this Agreement unless the contrary intention appears:

**Access Arrangement** means the relevant approved access

arrangement applying from time to time in relation to a Network under the National Gas Law.

**Act** means, if the Delivery Point is located in:

- (a) Queensland: *Gas Supply Act 2003* (Qld);
- (b) New South Wales: *Gas Supply Act 1996* (NSW); or
- (c) Victoria: *Gas Industry Act 2001* (Vic).

**AEMO** means the Australian Energy Market Operator, or its replacement or successor.

**AGL** means, if the Delivery Point is located in:

- (a) Queensland: AGL Sales (Queensland) Pty Limited (ABN 85 121 177 740);
- (b) New South Wales: AGL Energy Sales & Marketing Limited (ABN 18 076 092 067); or
- (c) Victoria: AGL Sales Pty Limited (ABN 88 090 538 337).

having its registered address at Level 24, 200 George Street, Sydney NSW 2000.

**Agreement** means these terms and conditions.

**Billing Period** means a period for which AGL issues a bill, which will be as close as possible to a calendar month.

**Business Day** means a day other than a Saturday, Sunday or a day which is proclaimed to be a public holiday in the State or Territory in which the relevant Delivery Point is located.

**Central Ranges Pipeline Charges** means charges incurred in respect of the use (if any) of Central Ranges Pipeline services, calculated by reference to the Reference Tariff as specified in the Access Arrangement for Central Ranges Pipeline, as varied from time to time.

**Central West Pipeline Charges** means charges incurred in respect of the use (if any) of Central West Pipeline services, calculated by reference to the Reference Tariff as specified in the Access Arrangement for Central West Pipeline, as varied from time to time.

**Chargeable Demand** means the quantity of gas determined by the Network Operator from time to time pursuant to the Access Arrangement covering the NSW gas distribution system of Jemena Gas Networks (NSW) Ltd or its successors or assigns and used to determine the Demand Charge under the Reference Tariff Schedule.

**Charges** means the charges listed in clause 5.1, as varied from time to time in accordance with this Agreement.

**Commencement Date** in relation to a Delivery Point, means the date the Delivery Point is transferred to AGL as a result of a RoLR Event.

**Consequential Loss** means loss of income or revenue; loss of profit or anticipated profits; loss of business or financial opportunity; loss of production or loss from business interruption; loss of reputation; punitive or exemplary damage; failure to achieve anticipated savings, reduction of costs, or other savings; and penalties payable under third party contracts.

**CPI** means the Consumer Price Index, All Groups, Weighted Average of Eight Capital Cities, published by the Australian Bureau of Statistics, or if no longer published the quarterly values of another index which AGL reasonably determines most closely approximates that index.

**CPI Escalation Formula** means the formula:

$$P(r) = P(r-1)(1 + C)$$

Where:

P(r) is the Monthly Fixed Charge as applicable from the Review Date

P(r-1) is the Monthly Fixed Charge as applicable immediately preceding the Review Date

$$C = [CPI(r) - CPI(r-1)] / CPI(r-1)$$

CPI(r) is the CPI for the September quarter immediately prior to the relevant Review Date

CPI(r-1) is the CPI for the September quarter immediately prior to the date 12 months prior to the relevant Review Date

And where:

If C is less than or equal to zero,  $P(r) = P(r-1)$

C is rounded to three decimal places.

**Customer** means a customer at whose Premises a Delivery Point is located that has been transferred to AGL and is subject to the terms of this Agreement by operation of law due to the occurrence of a RoLR Event.

**Damage** includes any costs, liabilities, losses, charges, expenses, interest, penalty, or damage suffered or incurred by a person.

**Day** in respect of a Delivery Point located in:

- (a) Victoria: has the same meaning as “gas day” in Part 19 of the National Gas Rules;
- (b) Queensland: has the same meaning as “gas day” in Part 20 of the National Gas Rules for the Brisbane hub; and
- (c) New South Wales, the Australian Capital Territory or South Australia: has the same meaning as “gas day” in Part 20 of the National Gas Rules for a hub other than the Brisbane hub,

and **Daily** has a corresponding meaning. When referring to a particular Day, the date of the Day is the date on which that Day begins.

**Default Rate** means the rate published at [www.agl.com.au](http://www.agl.com.au) that AGL has determined would be necessary to protect AGL or a Related Body Corporate from potential market exposures to withdrawals of gas by a customer, including the costs of acquiring and transporting gas in the market and selling that gas to the Customer at a reasonable margin and allowances for market constraints and fluctuations, and which will change from time to time by publication on the AGL website.

**Delivery Point** means a point at which gas is withdrawn from the Network by the Customer, being the inlet flange of the receipt facilities at a Delivery Point.

**Demand Charge** means the annual charge calculated by multiplying the Chargeable Demand by the relevant rate set out in the Reference Tariff Schedule for the Tariff Class assigned to a Delivery Point in NSW.

**Emergency** means an actual or imminent event that in AGL's, the Network Operator's or the Market Operator's reasonable opinion may endanger any person, property, or part of the Network or as otherwise defined or deemed to occur under any Energy Law.

**End Date** means the date this Agreement is terminated in accordance with its terms or at law.

**Energy Charge** for a Delivery Point means the charge for gas sold under this Agreement which is the Default Rate, as adjusted by UAFG where the Delivery Point is located in Victoria.

**Energy Law** means any law, statute, regulation, rules, code, direction, mandatory guideline, licence condition, access arrangement or other regulatory instrument, which governs or affects any one or more of the price of gas, the cost to AGL of buying or selling gas, the delivery of gas, the sale or supply of gas to the Customer, the management of greenhouse gas emissions or concentrations generally or in connection with the production, processing, transportation, sale, purchase, supply or consumption of gas, the cost of complying with any new or changed laws or the gas industry generally.

**Force Majeure Event** means any event outside the reasonable control of a party which is not reasonably able to be prevented or overcome by the exercise of reasonable care by the party, including:

- (a) an act of God, insurrection, industrial disputes of any kind, epidemics or any other risks to health or safety;
- (b) the order of any court or the award of any arbitrator, any order, act or omission of government or other regulatory body or any inability or delay in obtaining governmental, quasi-governmental or regulatory approvals, consents, permits, licences, or authorities;
- (c) any order, direction, act, or omission of a third party (including a Gas Market Service Provider);
- (d) breakages or malfunction of or accident to plant, machinery, wells, or pipelines, or the necessity for making repairs and/or alterations to plant, machinery, wells, or pipelines to prevent imminent breakage or accident; or
- (e) the freezing of wells or failure of reserves.

**Gas Market Service Provider** includes the Network Operator, the Market Operator, a Meter Data Agent, or other entity providing services relating to or associated with the supply of gas.

**Gas Specifications** means the standards of Heating Value, purity and pressure required by the regulations made under the Act, provided that if the Act does not apply a standard of Heating Value, purity or pressure at the Delivery Point, then the Heating Value, purity or pressure applicable under the Third Party Contract for the transportation of gas to the Delivery Point will apply.

**Government Agency** means the Commonwealth of Australia, any Australian State or Territory and any other government, governmental, semi-governmental, administrative, fiscal, or judicial body, corporation, department, commission, authority, tribunal, agency, or entity whether foreign, federal, state, territorial or local.

**GST** means a goods and services tax, or value-added tax, or similar tax levied or imposed pursuant to the GST Law.

**GST Law** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Hour** means a period of 60 consecutive minutes, the first Hour in a Day starting at the beginning of the Day and, thereafter, each successive period of 60 consecutive minutes.

**Insolvency Event** includes the appointment of an administrator or receiver, voluntary administration, compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or where applicable, changes in the constitution of any partnership or person, or any failure to provide Security when required by this Agreement.

**Interest Rate** means the Westpac Banking Corporation corporate overdraft reference rate as at the date payment is due in accordance with the Payment Terms plus a margin of 2% per annum.

**Market Charges** means any amounts charged by a Market Operator that relate to your gas consumption, and may include, but are not limited to the STTM Activity Charge and the Participant Compensation Fund Charge.

**Market Operator** means AEMO and any other entity operating a gas retail market.

**Maximum Daily Quantity** or **MDQ** for a Delivery Point means the maximum quantity of gas which AGL is obliged to make available and sell and the Customer is entitled to purchase and withdraw at a Delivery Point on a Day under this Agreement, as notified to AGL by the Network Operator, or if not so notified, as reasonably estimated by AGL from available data, and as varied from time to time in accordance with clause 4.2.

**Maximum Hourly Quantity** or **MHQ** for a Delivery Point means that quantity of gas which AGL is obliged to make available and sell and the Customer is entitled to purchase and withdraw at a Delivery Point in any Hour of a Day under this Agreement, as notified to AGL by the Network Operator and as varied from time to time in accordance with clause 4.2.

**Metering Charges** means any charges relating to the costs incurred by AGL in relation to the upgrade, non-scheduled maintenance, or removal of Meter Equipment and the Structure, and the collection and distribution of the data from that Meter Equipment.

**Meter Data Agent** means the Network Operator or other person from time to time responsible for carrying out a Meter Data Service (or a like service) in respect of a Delivery Point.

**Meter Data Service** means the provision of any of the following services:

- (a) reading or where permitted under an applicable law, estimating the meter reading at each Delivery Point; or
- (b) providing Meter Equipment and other on-site data and communication equipment at each Delivery Point.

**Meter Equipment** for a Delivery Point means the meter, flow computer and associated equipment and installations, including regulators to filter, control or regulate the flow of gas, safety valves, equipment to measure pressure and temperature of gas, telemetry and data logging devices and any other equipment necessary to record and measure quantities of gas supplied to the Customer or for recovering, communicating, or transmitting data.

**Monthly Fixed Charge** or **MFC** for a Delivery Point means the charge calculated as follows:

For Delivery Points in New South Wales:

$$\text{MFC} = (\$2.89 (\text{MDQ} * 365)) / 12$$

For Delivery Points in Queensland:

$$\text{MFC} = \$2.22 * \text{MDQ} * \text{Number of days in the Billing Period.}$$

**National Energy Retail Law** means the Schedule to the *National Energy Retail Law (South Australia) Act 2011*.

**National Gas Law** means the schedule to the *National Gas (South Australia) Act 2008* (SA).

**National Gas Rules** means the National Gas Rules made under the National Gas Law.

**Network** means the pipe or network of gas pipes, storage facilities, meters and associated controls and equipment through or by which gas is transported, stored, managed, and delivered to a Delivery Point.

**Network Charges** means, in relation to a given Billing Period and Delivery Point all charges, fees, costs, expenses and similar payments calculated by AGL as being payable to a Network Operator or Meter Data Agent under Third Party Contracts or otherwise, in relation to or reasonably attributed by AGL to the Billing Period and Delivery Point and includes any:

- (a) Demand Charge and Network Fixed Charge for Delivery Points in NSW;
- (b) Network Overrun Charges;
- (c) Metering Charges; and
- (d) amounts due as a condition of the upgrade of a Delivery Point.

**Network Fixed Charge** for a Delivery Point in NSW means that charge in the Reference Tariff Schedule.

**Network Operator** means a person who operates all or any part of the Network and, for the avoidance of doubt, includes transmission system and storage facility operators.

**Network Overrun Charge** means a charge paid or payable by AGL to a Network Operator as a result of an Overrun.

**Other Service Charges** means all charges, fees, costs and expenses or similar payments paid or payable by AGL to a Gas Market Service Provider for services provided by a Gas Market Service Provider in relation to a Delivery Point or the supply of gas to the Customer, other than Network Charges. It includes request for service charges and other ancillary reference service fees charged by the Network Operator.

**Out of Specification Gas** means gas which does not meet the Gas Specifications.

**Overrun** means a withdrawal of gas in excess of the MDQ or MHQ at a Delivery Point

**Participant Compensation Fund Charge** means an amount equal to the Participant Compensation Fund Fee multiplied by the quantity (in GJ) of gas supplied to a Delivery Point in the Billing Period.

**Participant Compensation Fund Fee** means the “PCP Fee” as determined and charged by AEMO from time to time to AGL or a Related Body Corporate of AGL.

**Pass Through Charges** means:

- (a) Other Service Charges;
- (b) any Central Ranges Pipeline Charges;
- (c) any Central West Pipeline Charges; and
- (d) for Delivery Points in Victoria, Uplift Charges.

**Payment Terms** has the meaning set out in clause 6.2(a).

**Premises** in relation to a Delivery Point, means the site, area, or premises in which a Delivery Point and Meter Equipment are located.

**Reference Date** for a Delivery Point is the Commencement Date.

**Reference Tariff Schedule** means the Reference Tariff Schedule forming part of the Access Arrangement covering the NSW gas distribution system of Jemena Gas Networks (NSW) Ltd or its successors or assigns, as amended from time to time in accordance with the terms of the Access Arrangement.

**Related Body Corporate** has the same meaning as in section 50 of the *Corporations Act 2001* (Cth).

**Retail Service Fee** for a Delivery Point means a charge of \$650 per annum, payable monthly.

**Retailer** means a person who holds a licence or authorisation under Energy Law to supply or sell gas.

**Review Date** means each 1 January after the Reference Date until the end of this agreement.

**RoLR Event** has the meaning given to that term in the National Energy Retail Law.

**Schedule** means a schedule to this Agreement.

**Security** means an irrevocable and unconditional undertaking given to AGL by an Australian bank, a refundable deposit or pre-payment, guarantee from a third party or other security, on terms acceptable to AGL and in an amount determined by AGL in its discretion, having regard to the Customer’s gas consumption and payment history and AGL’s policies, provided that the amount of Security will not exceed 3 months’ average charges (calculated by reference to a 12-month period).

**Structure** means a structure complying with all relevant regulatory requirements and those of public authorities and the Network Operator to protect Meter Equipment.

**STTM** means the Short Term Trading Market being a wholesale market for natural gas and related services operated and administered by AEMO in accordance with the National Gas Rules.

**STTM Activity Charge** means an amount equal to the STTM Activity Fee multiplied by the quantity (in GJ) of gas supplied to a Delivery Point in the Billing Period.

**STTM Activity Fee** means the “Activity Fee” as determined and charged by AEMO from time to time to AGL or a Related Body Corporate of AGL.

**Tariff Class** means a Tariff Class assigned by a Network Operator to a Delivery Point.

**Tax** means any present or future royalty, tax, levy, impost, deduction, assessment, reduction, charge, excise, fee, withholding or duty of any nature imposed by any government, or any governmental, semi-governmental or other body authorised by law (other than a tax imposed on the overall net income of AGL).

**Third Party Claim** means a demand, claim, action or proceeding made or brought by or against a person by a third party, however arising and whether present, unascertained, immediate, future, or contingent.

**Third Party Contract** means a contract relating to the supply or transportation of gas into or through the Network for or on behalf of AGL or any Related Body Corporate of AGL and includes gas purchase agreements with producers (or other sellers of gas), gas transportation agreements with a Network Operator (or other transporters of gas), and an applicable Access Arrangement as amended from time to time.

**UAFG** means the applicable transmission or distribution unaccounted for gas factors as approved by a Government Agency from time to time.

**Unauthorised Overrun** means an Overrun not agreed to by AGL before it occurs.

**Uplift Charges** means that portion of the uplift payment charged to AGL by the Market Operator under Part 19 of the National Gas Rules that AGL reasonably determines is attributable to the Customer’s withdrawal of gas at a Delivery Point in Victoria.

## 18.2 Energy and Pressure Units

**Joule** or **J** means a unit of energy as defined in Australian Standard AS ISO 1000-1998.

**MJ** means one megajoule and is equal to one million Joules. **GJ** means one gigajoule and is equal to one thousand MJ.

**TJ** means one terajoule and is equal to one thousand GJ.

**Declared Heating Value** for a Day means the Heating Value of gas applicable to a Delivery Point for the Day as determined by the Network Operator.

**kPa** means one kilopascal and is equal to one thousand pascals as defined in Australian Standards AS ISO 1000-1998, and unless otherwise specified, refers to a gauge pressure in excess of the prevailing atmospheric pressure.

**Heating Value** is the number of megajoules liberated when one cubic metre of gas at Standard Conditions, is completely burnt in air, with all water formed by the combustion process condensed to the liquid state, and with all products of combustion at Standard Conditions.

**Standard Conditions** means a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kPa.

**Volume** means volume measured in cubic metres (m<sup>3</sup>) at actual conditions converted to Standard Conditions using either a flow corrector forming part of the Meter Equipment, or an algorithm determined by the Network Operator.

Call us on 1300 793 477 Monday to Friday, during business hours (excluding public holidays) or visit [agl.com.au/business](http://agl.com.au/business)