

Multinet Gas Distribution Partnership

Interconnection Policy

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1 BACKGROUND

Purpose

This Interconnection Policy is made for the purposes of Rule 39 of the National Gas Rules (**NGR**) by Multinet Gas (DB No. 1) Pty Ltd and Multinet Gas DB No. 2 Pty Ltd, together the Multinet Gas Distribution Partnership (ABN 53 634 214 009) (MGN) in relation to the following pipelines and networks (identified in section 2.2 and 2.5 of the AGIG User Access Guide available at: [Pipelines | AGIG](#)). This policy forms part of the access negotiation framework established under Part 23 of the NGR and Chapter 5 of the National Gas Law (**NGL**).

Transmission Pipelines

State	Pipeline	Service Provider	Regulation
VIC	South Gippsland Pipeline	Multinet Gas Networks	Non-scheme

Distribution Pipelines

State	Pipeline	Service Provider	Regulation
VIC	Multinet Gas Distribution Network (South and East areas of metropolitan Melbourne, Yarra Ranges and South Gippsland Towns)	Multinet Gas Distribution Partnership	Scheme

Scope

This Interconnection Policy addresses the requirements for a pipeline or other facility seeking to connect to a pipeline or network identified in section 1 above and sections 2.2 and 2.5 of the AGIG User Access Guide.

This Interconnection Policy does not limit or derogate from any requirement to gain any permission or authorisation that otherwise applies under the NGL or the NGR in relation to making a connection to a pipeline.

This Interconnection Policy does not address requirements for the injection of gas into any gas retail market or the declared wholesale gas market.

This Interconnection Policy does not and will not be applied in a way that is inconsistent with the requirements of any pipeline licence, gas distribution licence or gas reticulator's licence or any applicable law.

Interpretation

In this policy, a reference to the Service Provider is a reference to the entity which is the service provider for the pipeline or network to which the reference relates. A reference to a pipeline is a reference to a pipeline or network identified in section 2 of the User Access Guide.

Capitalised terms have the meaning given in this Interconnection Policy, or as otherwise defined in the NGL and NGR.

2 RIGHT TO INTERCONNECT

In accordance with rule 37 of the NGR, a person has a right to connect a pipeline or other facility to a pipeline (an **interconnection**) where:

- (a) it is technically feasible and consistent with the safe and reliable operation of the pipeline; and
- (b) the person agrees to fund the costs associated with making the interconnection.

In accordance with rule 38(1) of the NGR, the party seeking to establish the interconnection (the **interconnecting party**) has, subject to rule 37, the option to:

- (a) construct, operate and maintain the interconnection at its own cost (option A);
- (b) have the Service Provider do so (option B); or
- (c) proceed with a combination of option A and option B if both the interconnecting party and the Service Provider:
 - (i) will own equipment or infrastructure associated with the interconnection; or
 - (ii) agree to share the costs and responsibilities associated with the interconnection.

In accordance with rule 38(2) the NGR, if the interconnecting party develops the interconnection (or part of the interconnection), it must do so in accordance with good industry practice and comply with all standards and legislation that relate to the establishment and on-going operation of the interconnection and with any reasonable technical, safety and reliability requirements requested by the Service Provider.

3 INTERCONNECTION PROCESS

Process Summary

1. Contact the Service Provider
2. Provide concept details and discuss high-level feasibility
3. Engage in detailed analysis study
4. The Service Provider makes connection offer
5. The Service Provider and interconnecting party agree to connection offer and enter into necessary legal agreements
6. The Service Provider and interconnecting party obtain all approvals
7. Construction and commissioning
8. Complete testing and gain final injection approval from the Service Provider
9. Commence operations
10. Comply with on-going obligations

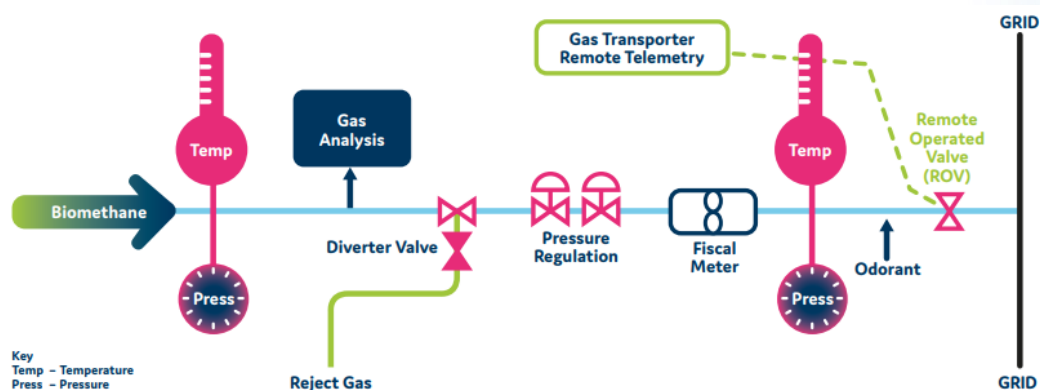
Distribution Connected Facilities on Victorian Declared Distribution System

Required Equipment

In the case of distribution connected facilities that wish to connect to the Victorian declared distribution system, AEMO will make gas quality monitoring procedures that will determine the required gas quality monitoring equipment. Interconnecting parties are encouraged to discuss these requirements directly with AEMO, and in consultation with MGN if required.

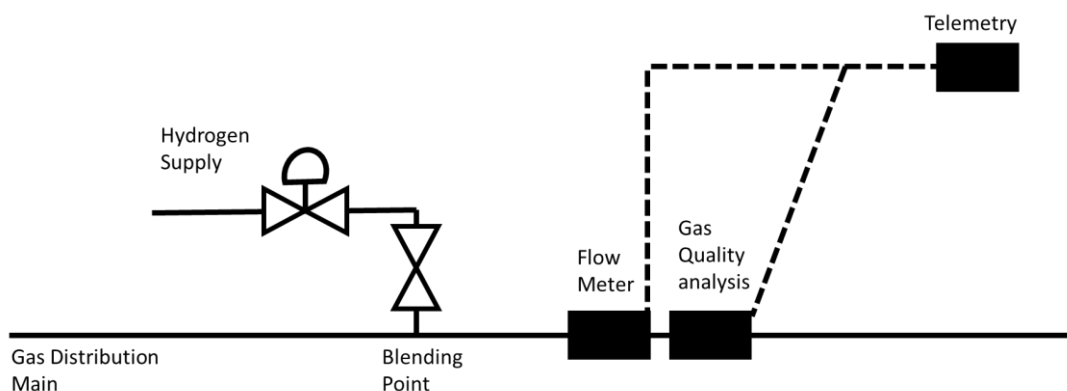
At a high level, noting that the required equipment depends on the type of distribution connected facility seeking an interconnection, we set out below examples of the equipment likely to be required. Note that project proponents should undertake detailed design and these requirements may vary.

Biomethane Injection Facility



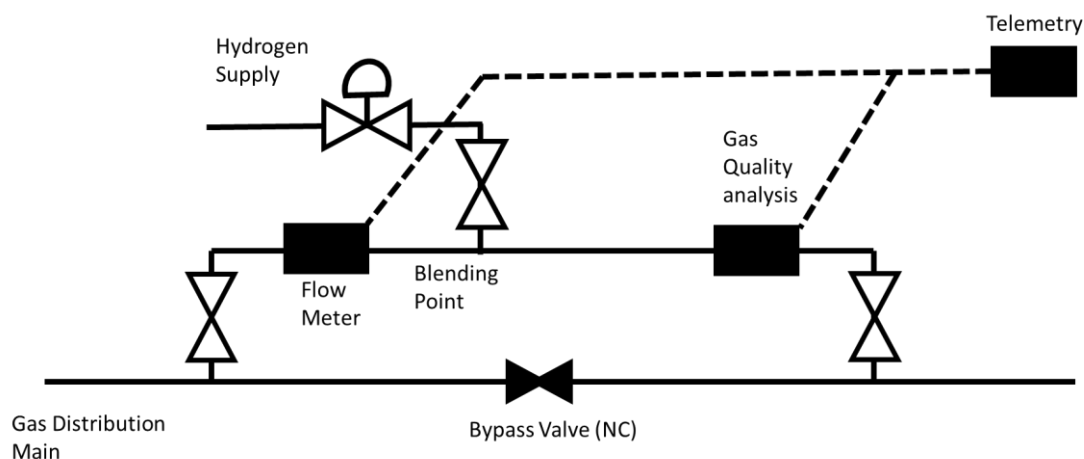
Hydrogen Blending Facility (direct blending)

In this process hydrogen is blended directly into an existing gas supply main and gas quality and flow measurement equipment is installed downstream of the blending point.



Hydrogen Blending Facility (indirect blending)

In this process the normal flow of gas is diverted out of the existing gas supply main through the blending facility.



Gas Quality Standards

In the case of distribution connected facilities that wish to connect to the Victorian declared distribution system, under the NGR, a distribution connected facility operator may request a distributor to enter into an agreement that sets out the quality standard that will apply to gas that does not comply with the standard gas quality specifications.

In addition, interconnecting parties must comply with MGN's policies (see section 5 of this Policy) and any other requirements of AEMO.

Gas Quality Monitoring Systems

In the case of distribution connected facilities that wish to connect to the Victorian declared distribution system, gas quality monitoring systems will be required by Part 19 of the NGR to monitor gas quality at the injection point, where gas from a distribution connected facility passes into the declared distribution system.

With effect from 1 May 2024, AEMO will make the gas quality monitoring procedures which, amongst other things, will provide for gas quality monitoring requirements and the equipment to be included in gas quality monitoring systems.

At a minimum, a gas quality monitoring system must meet the requirements of Rule 289G.

The NGR will require a person to act as the responsible gas quality monitoring provider for a DDS injection point.

The responsible gas quality monitoring provider is responsible to establish and maintain a gas quality monitoring system and gas quality monitoring plan that satisfies the requirements of the NGR. If MGN is not the responsible gas quality monitoring provider, these arrangements will need to be approved by MGN.

The gas quality monitoring arrangements have to be established before gas can be injected at the injection point (unless AEMO gives express permission to supply gas before those arrangements have been established).

4 HOW TO APPLY?

Step 1 - Provide high level concept

Project proponent to develop a high-level concept of the project to enable further steps.

High-level concept must include the details set out below, and must be recorded on an Injection Enquiry Form (please contact us for further details: [Multinet gas - Contact us](#))

Details:

- Project proponent contact details
- Project location
- Type of gas that is to be injected at the interconnection point (natural gas, biomethane, hydrogen or otherwise) and specifications for that gas
- Source of input (e.g. type of biogas feedstock, or source of water for hydrogen electrolysis)
- Relevant technology used
- Concept level capital and operating costs
- Expected flow rate

In addition, if known to the project proponent, the project proponent is encouraged to advise MGN whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (Option A) or have the distributor do so (Option B) or some combination of Options A and B.

Step 2 – Initial enquiry

Contact MGN via email at the following addresses, with completed Injection Enquiry Form, including the data identified in Step 1.

Victoria – Damien Skafte (Damien.skafte@agig.com.au)

MGN will perform a high-level analysis and mapping to assess whether an interconnection is possible. If MGN will incur a charge to undertake this high-level analysis and mapping, MGN may advise the project proponent of such charges and require the project proponent to reimburse MGN for such charges.

Once the initial enquiry and high-level analysis and mapping is complete, MGN will provide the proponent with a capacity assessment and advise the project proponent of any potential issues.

TIMESCALE: 15 working days

As part of this process, AGIG can provide the following information to assist the proponent with its feasibility assessments:

1. Location and type/size of nearest appropriate distribution main (in the case of a connection to a network)
2. Information about equipment required to connect to the pipeline
3. Information on required data sharing arrangements
4. Information on required gas quality

Step 3 – Detailed Analysis Study

Project proponents must engage with MGN to complete detailed analysis studies (DAS). If MGN will incur a charge to undertake this work, MGN may advise the project proponent of such charges and require the project proponent to reimburse MGN for such charges.

The DAS will provide proponents with further information in relation to the following matters (as relevant):

- Injection point options
- Pipeline capacity flows and constraints
- Indication of costs for the Service Provider to carry out the pipeline construction, augmentation and connection
- Indication of costs for the Service Provider to procure and install the injection facility
- Plant and equipment required to be provided by the interconnecting party
- Details of proposed site and pipeline route
- Gas Quality risk assessment
- Injection Constraints, Injection pressure etc.
- Quote of estimated costs of interconnection

Project proponents must review and satisfy themselves as to the content of the DAS and advise the Service Provider if they intend on proceeding with the interconnection.

Following DAS, project proponents will need to undertake a detailed front end engineering design.

At this stage, if a project proponent has not done so already, the project proponent needs to make an election for the purposes of rule 38(1) as to whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (Option A) or have the service provider do so (Option B) or some combination of Options A and B.

Irrespective of which option is taken, the service provider must be consulted and involved in the HAZOP or any other formal safety assessment (including preparing a safety case or safety management system) for the facility or for the interconnection.

TIMESCALE: 2 - 12 months depending on complexity.

Step 4 – Approvals

If, following the DAS, the project proponent wishes to proceed with the interconnection, the project proponent must obtain any necessary approvals or consents required under the NGL, NGR or any other applicable laws, or otherwise, and provide evidence of such approvals being obtained on the Service Provider's request.

The Service Provider may also require approvals or consents in relation to the proposed interconnection and the Service Provider will obtain these approvals or consents during this stage (or during later steps).

In cases where a distribution connected facility wishes to connect to the declared distribution system in Victoria, if the Service Provider is not the responsible gas quality monitoring provider for the interconnection, the gas quality monitoring arrangements for the injection point are required to be approved by the Service Provider before gas can be injected at the injection point (unless otherwise agreed with AEMO). In this case, the Service Provider will require the project proponent to provide the Service Provider with details of the proposed gas quality monitoring arrangements for approval during Step 4.

Project proponents will be required to procure any required land access needed by the Service Provider in order to facilitate the interconnection and undertake any on-going operation and maintenance of the distribution connected facility or any required mains extensions.

Step 5 - Connection Offer

If the project proponent wishes to proceed with the interconnection and has provided written confirmation of this intention and any evidence requested by the Service Provider in accordance with step 4.4, the Service Provider will provide the following legal agreements (and any others that may be required, determined on a case by case basis) as soon as reasonably practicable:

- (a) A connection offer and related Connection Agreement (as described in section 8);
- (b) In cases where a distribution connected facility wishes to connect to the declared distribution system in Victoria, a rule 287A agreement (if requested by the distribution connected facility operator to allow the injection of gas that does not comply with the standard gas quality specifications).

It is anticipated that the connection offer will include information pertaining to each parties' role and responsibilities, notice of any further design work required and options for the Service Provider led or proponent led construction, installation, testing and commissioning processes.

Step 6 - Construction and commissioning

Construction and commissioning will be undertaken by the responsible party, as designated in the connection offer.

Step 7 – Sign-offs prior to commencing operations

Prior to commencing operations, the Service Provider will undertake an assurance process. Project proponents will be required to assist and cooperate with the Service Provider to undertake this assurance process, and provide any information reasonably requested by the Service Provider for these purposes.

Project proponents will need to provide the results of on-site testing of all equipment (including any pipeline or distribution connected facility), to demonstrate that it has been installed correctly and it is fit for purpose.

The Service Provider will verify the on-site test results once completed and may request a right to observe any such tests, or may undertake further testing as it deems required, including but not limited to testing to check that the signals being sent to the Service Provider's control room are fully operational.

The Service Provider may require project proponents to carry out gas sampling on natural gas, raw biogas hydrogen or other gases in line with a sampling protocol to be agreed during any gas quality risk assessment meetings that occur during the design stage. The Service Provider must be satisfied (in its absolute discretion) that gas meets the quality requirements before proceeding with commencing interconnection.

The Service Provider will advise the project proponent of any sign-offs or approvals required to be obtained prior to commencing the interconnection.

Step 8 – On-going obligations

The Service Provider will carry out project financial reconciliation and provide feedback to proponents. The Service Provider may require project proponents to provide any appropriate project document records to allow completion of the reconciliation process and a project close out meeting should be held.

For the life of the interconnection, project proponents will, amongst other things, need to provide the Service Provider:

- Contact details for both emergency contact (outside of business hours) and operational contact (during business hours)
- calibration files
- planned maintenance schedule (at least annually or as otherwise agreed)
- gas sampling test results to the timescales outlined in your sampling protocol
- test results associated with the measurement equipment
- details of any unplanned outages
- responses to any inspections associated with the pipeline or facility

TIMESCALE: Project closure meetings should be carried out within 6-8 weeks of commissioning.

5 RELEVANT POLICIES

Project proponents must comply with the requirements of the Connection Agreement, any agreement entered into for the purposes of Rule 287A, any policies and procedures required by AEMO, and the following policies (where relevant):

Odourisation

Regulation 46 of the Gas Safety (Safety Case) Regulations 2018 (Vic) states that it is a prescribed standard of quality for all gas that the gas has:

- an odour which is distinctive and unpleasant; and
- an odour level that is discernible at one-fifth of the lower explosive limit of the gas.

A project proponent will need to ensure that any gas it wishes to inject into the declared distribution system is odourised to this standard prior to injection.

HSE Policies

- Health & Safety Policy
- Environment Policy
- Fitness for Work Policy
- Zero Harm Principles

Available here: [AGIG Health and Safety](#)

6 HOW IS YOUR APPLICATION ASSESSED?

Interconnection applications will be assessed by the Service Provider on a case by case basis.

The primary assessment criterion is whether the interconnection is technically feasible and consistent with the safe and reliable operation of the pipeline or network and the safe and reliable supply of gas to end users.

All project proponents must also satisfy the Service Provider that it will comply with good industry practice and all standards and legislation that relate to the establishment and ongoing operation of the interconnection and any reasonable technical, safety and reliability requirements requested by the Service Provider.

MGN is a gas company for the purposes of the Gas Safety Act 1997 (Vic) and, consequently, as part of MGN's assessment of any application, MGN will consider how the interconnection is expected to affect the management and operation of MGN's facilities, having regard to section 32 of the Gas Safety Act 1997 (Vic).

As part of MGN's assessment of any application, MGN will consider its duty under section 33 of the Gas Safety Act 1997 (Vic) to ensure that gas that it conveys meets the prescribed standards of quality and complies with any other prescribed requirements.

In assessing applications, MGN will consider what steps MGN is required to take to discharge that duty having regard to the proposed interconnection and the type of gas which it is proposed to inject into the declared distribution system.

7 FEES

Interconnection fees, fees for connection works and ongoing interconnection services will be calculated on a case by case basis. The terms of payment of any such fees will be set out in the relevant agreement.

If the Service Provider develops the interconnection (or a part of the interconnection), the interconnection fee will be based on the directly attributable cost of constructing, operating and maintaining the interconnection, to the extent that this is undertaken by the Service Provider, including so as to achieve a rate of return calculated in accordance with the applicable rate of return instrument (in the case of a scheme pipeline) and a commercial rate of return that reflects the pricing principles set out in rule 113Z(4) of the NGR (in the case of a non-scheme pipeline).

Payment of application assessment charges may be considered in determining applicable interconnection fees.

The NGR may also require a participant to pay other costs, particularly if an interconnecting party is not the responsible gas quality monitoring provider or responsible person for a metering installation.

8 CONNECTION AGREEMENT

Rule 39(2)(g) of the NGR requires the Interconnection Policy to set out the standard terms and conditions of any connection agreement that the Service Provider may require an interconnecting party to enter into - please see below Connection Agreement.

The Connection Agreement sets out the standard terms and conditions that MGN may require an interconnecting party to enter into.

In accordance with section 148D of the NGL, MGN and any prospective interconnecting party are required to negotiate in good faith in relation to the terms and conditions of any connection agreement. If agreement cannot be reached, either party has the right to refer an access dispute to arbitration under Chapter 5 of the NGL.

During negotiations, information requests and responses will be handled in accordance with NGR Rule 105G. Each party must comply with requests for Access Offer Information and Access Negotiation Information within 15 business days (or any longer period agreed between the parties). Neither party is required to provide information that would breach a confidentiality obligation owed to an unrelated third party or that is subject to legal professional privilege.

Any information provided during the interconnection process will be treated as confidential and must only be used for the purpose for which it was disclosed, except where disclosure is required by the NGL, NGR, a court order, or a competent regulatory body. The confidentiality provisions in the AGIG User Access Guide apply to all information exchanged during the interconnection process.

Access disputes relating to interconnection may be referred to arbitration under Chapter 5 of the NGL after the parties have made good faith efforts to resolve the dispute and have completed the information exchange steps required under NGR Rule 105G. A party must not issue an access dispute notice earlier than 15 business days after requesting the other party to provide all Access Negotiation Information.

SCHEDULE A – MGN CONNECTION AGREEMENT

[Multinet Gas Distribution Partnership]

[Interconnecting Party]

Connection Agreement

JOHNSON | WINTER | SLATTERY

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www.jws.com.au

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Annexure 1 – Interconnecting Party’s Works

Annexure 2 – The MGN Works

Annexure 3 – Novation Agreement

Connection Agreement

Date

Parties

- 1** [Multinet Gas Distribution Partnership (ABN 53 634 214) (**MGN**)]
Address: Level 6, 400 King William Street, Adelaide SA 5000
Email:
Contact:
- 2** [**Interconnecting Party**] (ABN [** *** ***) (**Interconnecting Party**)
Address: [*****]
Email: [*****]
Contact: [*****]

Recitals

- A** MGN is the service provider for a declared distribution system (as defined in the National Gas (Victoria) Act 2008) ("**the Network**").
- B** The Interconnecting Party wishes to connect a proposed distribution connected facility to the Network.
- C** This document is a connection agreement between MGN and the Interconnecting Party pursuant to which a pipeline or pipeline equipment owned, operated or controlled by the Interconnecting Party is connected to the Network.

Operative part

1 Definitions and interpretation

1.1 Definitions

Terms used in this document have the meaning given to them in the National Gas Rules.

1.2 Interpretation

The last clause of this document sets out some principles of interpretation that will apply to this document.

2 Commencement and Term

The term of this agreement (“**the Term**”) will commence on the day it is executed and will end when this agreement is terminated in accordance with terms.

3 Connection

3.1 *Interconnecting Party’s Works*

The Interconnecting Party agrees to procure and construct or install:

- (a) the proposed distribution connected facility described in Annexure 1 (“**the Facility**”); and
- (b) the other works (if any) described in Annexure 1 (“**the Other Works**”),

in accordance with this agreement, at its own cost and risk.

3.2 *MGN Works*

MGN agrees to procure and construct or install the works (if any) described in Annexure 2 (“**the MGN Works**”) in accordance with, and subject to, the terms of this agreement.

3.3 *Connection*

Subject to this agreement, MGN agrees to the Facility being connected to the Network in accordance with this agreement and then remaining connected to the Network during the period:

- (a) from the time at which the Facility and the Other Works have been completed in accordance with this agreement;
- (b) until the end of the Term,

(“**the Operations Phase**”) provided that the Facility and the Other Works comply with this agreement and are procured, constructed, installed, operated, managed, maintained and repaired in accordance with this agreement.

3.4 *Connection Point*

In this agreement, “**Connection Point**” means the point of connection between the Facility and the Network, at which gas produced by the Facility is able to pass from the Facility into the Network.

3.5 *Asset Ownership*

MGN and the Interconnecting Party agree that, as between MGN and the Interconnecting Party:

- (a) MGN will own the Network and the MGN Works; and
- (b) the Interconnecting Party will own the Facility and the Other Works.

4 Interconnecting Party's Facility and Other Works

4.1 Facility and Other Works

Subject to this clause, the Interconnecting Party must design, construct, install, complete, test and commission the Facility and the Other Works in accordance with:

- (a) the specifications set out in Annexure 1;
- (b) the scope of work set out in Annexure 1;
- (c) the construction plans and other documents that have been approved by MGN under this agreement;
- (d) all standards and legislation;
- (e) good industry practice;
- (f) any reasonable technical, safety and reliability requirements requested by MGN; and
- (g) any other requirements of this agreement,

so the Facility and the Other Works will be capable of being operated in accordance with good industry practice and the requirements of this agreement (including the specifications and performance criteria set out in Annexure 1).

4.2 Construction

The Interconnecting Party must not commence construction of the Facility and Other Works unless and until:

- (a) it has provided MGN with a draft schedule or program of works; and
- (b) it has provided MGN with a copy of its construction plans and the other documentation which is required by Annexure 1 to be provided before construction;
- (c) it has provided MGN with any other documentation or information that MGN may reasonably require; and
- (d) MGN has approved the draft schedule or program of works, the construction plans, and other documentation provided to it.

MGN may not unreasonably withhold or delay its approval under this clause.

4.3 Pre-commissioning and Commissioning

The Interconnecting Party must not proceed with pre-commissioning or commissioning of the Facility and Other Works unless and until:

- (a) it has provided MGN with a copy of the draft commissioning plans and the other documentation which is required by Annexure 1 to be provided before pre-commissioning;
- (b) it has provided MGN with any other documentation or information that MGN may reasonably require; and
- (c) MGN has approved the documentation provided to it.

MGN may not unreasonably withhold or delay its approval under this clause. The Interconnecting Party must permit MGN to attend and witness the pre-commissioning and commission activities if MGN wishes to do so.

4.4 Completion

Following commissioning, the Interconnecting Party must not operate the Facility or Other Works, so as to inject gas into the Network, unless and until:

- (a) it has provided MGN with a copy of the documentation which is required by Annexure 1 to be provided before completion;
- (b) it has provided MGN with any other documentation or information that MGN may reasonably require; and
- (c) MGN has approved the documentation provided to it.

MGN may not unreasonably withhold or delay its approval under this clause.

4.5 Operation, Maintenance and Repair

Following completion, the Interconnecting Party is responsible for the operation, management, maintenance and repair of the Facility and the Other Works. The Interconnecting Party must ensure that the Facility and Other Works are operated, managed, maintained and repaired in compliance with all laws and in accordance with good industry practice and so as to ensure that the Facility and the Other Works continue to meet the requirements of this agreement (including the specifications and performance criteria set out in Annexure 1).

4.6 Maintenance Information

Whenever the Interconnecting Party provides information to AEMO under the maintenance planning procedures, the Interconnecting Party must also provide that information to MGN.

4.7 Variations

The Interconnecting Party must not make any material variations to:

- (a) any documentation has been approved by MGN; or
- (b) the Facility or the Other Works

(whether before or after completion of the Facility or the Other Works):

- (c) without the consent of MGN (which consent may not be unreasonably withheld or delayed); or
- (d) in any event, in a manner that would cause the Facility or Other Works to fail to comply with the requirements of this agreement (including the specifications and performance criteria set out in Annexure 1).

4.8 Schedule or Program of Works

The Interconnecting Party must use its best endeavours to complete the Facility and the Other Works in accordance with the schedule or program approved by MGN under this document and otherwise in an expeditious manner. Whenever the progress of the Interconnecting Party's works departs from the schedule or program approved by MGN, the Interconnecting Party must provide MGN with an updated schedule or program that accurately reflects the progress of the works and the expected completion date.

4.9 Regulatory Requirements

The Interconnecting Party must obtain and comply with any licence, permit, consent, approval, authorisation, certificate or registration that is required by law for or in relation to the design, construction, installation, completion, testing, commissioning, operation, management, maintenance or repair of the Facility or the Other Works or the injection of gas into the Network or the declared wholesale gas market of Victoria.

4.10 Tests

MGN may inspect, examine and test any materials, plant or equipment provided by the Interconnecting Party in connection with the Facility or Other Works in order to verify that they comply with the requirements of this agreement. MGN must give the Interconnecting Party reasonable notice of any inspection, examination or test under this clause. The Interconnecting Party must give MGN such assistance as MGN may reasonably require in connection with any inspection, examination or test under this clause.

4.11 Cost of Tests

MGN must bear the cost of any inspection, examination or test under this clause unless any inspection, examination or test reveals any defect or was undertaken following the discovery of work not in accordance with this agreement. MGN has no duty to undertake any inspection, examination or test under this clause.

4.12 No Reliance

Whenever MGN reviews any document provided to it by the Interconnecting Party under this document, MGN's review is undertaken for its own purposes and having regard to its own interests. MGN does not accept any responsibility, or assume any liability, to the Interconnecting Party in relation to any of those documents, such as to review them for errors, omissions or compliance with this agreement. The Interconnecting Party agrees not to rely on MGN's review or any comment, approval or rejection in relation to any document. No review, comment, approval or rejection (or failure to review, comment, approve or reject) will relieve the Interconnecting Party from its obligations or responsibilities or prejudice MGN's rights against the Interconnecting Party.

5 MGN Works

5.1 MGN Works

Subject to this clause, MGN must design, construct, install, complete, test and commission the MGN Works in accordance with:

- (a) all applicable laws and regulatory requirements;
- (b) good industry practice; and
- (c) any other requirements of this agreement,

so the MGN Works will be capable of being operated in accordance with good industry practice and the requirements of this agreement.

5.2 Co-ordination of Works

MGN and the Interconnecting Party must use their best endeavours to liaise with one another in relation to their respective works under this agreement (including in relation to:

- (a) design and engineering of their respective works and the interfaces between their respective works; and
- (b) co-ordinating and scheduling the construction, testing and commissioning of their respective works).

MGN and the Interconnecting Party must provide one another with such information as is reasonably requested (including copies of designs, data sheets and specifications).

5.3 Completion of MGN Works

MGN will use its best endeavours to complete the MGN Works by the later of:

- (a) the proposed date for completion of the Facility and the Other Works (as shown in the original schedule or program of works approved by MGN pursuant to this agreement);
- (b) any proposed date for completion of the Facility and the Other Works (as shown in any updated schedule or program of works approved by MGN pursuant to this agreement);
- (c) the date on which the Facility and the Other Works are actually completed in accordance with this agreement; and
- (d) the proposed completion date for the MGN Works shown in Annexure 2,

whichever is later, provided that completion of the MGN Works is not delayed by the Interconnecting Party or by events, factors or circumstances beyond MGN's reasonable control.

5.4 Delayed Completion

If MGN is unable to complete the MGN Works by the completion date required by this clause, MGN will use its best endeavours to complete the MGN Works as soon as possible after that required completion date.

5.5 Operation, Maintenance and Repair

Following completion, MGN is responsible for the operation, management, maintenance and repair of the MGN Works. MGN must ensure that the MGN Works are operated, managed, maintained and repaired in compliance with all laws and in accordance with good industry practice.

5.6 Coordination of Maintenance and Repairs

The parties will:

- (a) advise and, where practicable, endeavour to coordinate, the times at which maintenance or repair of plant or equipment is or is to be undertaken at the Facility or the MGN Works; and
- (b) advise the other party prior to carrying out maintenance or repair (at least two weeks' notice is required for planned works) which has the potential to impact the normal operation of the other party's equipment or assets (except in the case of an emergency, where prior notice of works is not practical),

so as to:

- (c) minimise the extent of or potential for interruption in the delivery of gas;
- (d) minimise the potential for equipment to operate outside of normal operating/design parameters;
- (e) avert unintentional tripping of alarms; and
- (f) enable the other party to be alert in the event of an alarm or other abnormality occurring at the site.

5.7 Power, Utilities and Data Feeds

If required by MGN, the Interconnecting Party must provide MGN with a connection to power and utilities (together with the supply of power and utilities), and data feeds, as reasonably required by MGN for the construction, installation, operation, management, maintenance or repair of the MGN Works. The power, utilities and data must be supplied, without charge to MGN, at a point selected by MGN at or near the location of the MGN Works.

6 Gas Injections

6.1 Following Completion

Subject to this agreement, after completion of the Facility, the MGN Works and the Other Works in accordance with this agreement, MGN and the Interconnecting Party may permit the injection of gas through the Connection Point.

6.2 Curtailments/Interruptions

MGN or the Interconnecting Party may curtail or interrupt the injection of gas through the Connection Point in each of the following circumstances:

- (a) the gas does not meet the specifications or other requirements set out in this agreement or required by law;
- (b) the pressure of gas is outside the range of pressures permitted under this agreement;
- (c) the temperature of gas is outside the range of temperatures permitted under this agreement;
- (d) the gas is not odorised in accordance with this agreement;
- (e) gas quality monitoring arrangements have not been established, or are not being maintained, in respect of the Connection Point, as required under the National Gas Rules;
- (f) where:
 - (i) there is no metering installation at the Connection Point; or
 - (ii) the metering installation has not been installed in accordance with the National Gas Rules; or
 - (iii) the metering installation is not accurate in accordance with the National Gas Rules; or

- (iv) the metering installation has not been registered with Australian Energy Market Operator Limited (ABN 94 072 010 327) ("**AEMO**");
- (g) where the injection of gas at the Connection Point poses:
 - (i) any threat to public safety or the death of or injury to any person;
 - (ii) any threat of damage to the Network or any other property; or
 - (iii) any threat to the operational integrity of the Network;
 - (iv) any threat to the safe and reliable operation of the Network or the safe and reliable supply of gas to end users;
- (h) where it is necessary or desirable to interrupt or curtail the injection of gas for the purposes of the safe and reliable operation of the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point;
- (i) where the curtailment or interruption of gas is necessary or desirable to permit maintenance, repairs, improvements or alterations to the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point;
- (j) where the curtailment or interruption of gas is required or permitted by any law (including, but without limitation:
 - (i) the conditions of any licence authorising the operation of the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point; or
 - (ii) any order or direction given to MGN by AEMO, Energy Safe Victoria, the Australian Energy Regulator or any Minister);
- (k) (in the case of MGN), where the curtailment or interruption of gas is required or permitted by any DDS constraint methodology that has been accepted by AEMO pursuant to rule 317B, National Gas Rules;
- (l) in any other circumstances in which this document permits or authorises MGN or the Interconnecting Party to curtail or interrupt the injection of gas at the Connection Point; or
- (m) in any other circumstances where MGN or the Interconnecting Party considers that it is necessary or desirable to curtail or interrupt the injection of gas into the Network.

6.3 Notice of Curtailment

If MGN or the Interconnecting Party proposes to take steps curtail or interrupt the injection of gas through the Connection Point, MGN or the Interconnecting Party will notify the other party if it is practicable to do so before the injection of gas is curtailed or interrupted. If it is not practicable for one party to notify the other party before it takes steps to curtail or interrupt the injection of gas, that party must notify other party of the interruption or curtailment as soon as practicable after it has occurred.

6.4 Method of Curtailment

If a party wishes to curtail or interrupt the injection of gas through the Connection Point, it may curtail or interrupt the injection of gas through the Connection Point by whatever means are available to it, such as closing a shut-off valve or shutting down or limiting gas production at the Facility. Each party must give the other party whatever assistance the other party

might reasonably require to curtail or interrupt the injection of gas through the Connection Point, such as closing a shut-off valve at the request of the other party or allowing the other party to access and close a shut-off valve or shutting down or limiting gas production at the Facility at the request of the other party.

6.5 Notice to AEMO

If MGN or the Interconnecting Party curtails or interrupts the injection of gas through the Connection Point, it may notify AEMO where required by the National Gas Rules.

6.6 No Liability

The Interconnecting Party has no obligation to produce gas for injection into the Network through the Connection Point or to permit the injection of gas through the Connection Point. MGN has no obligation to accept or permit the injection of gas into the Network through the Connection Point. Neither MGN nor the Interconnecting Party will have any liability for interrupting or curtailing the injection of gas through the Connection Point.

7 Gas Quality

7.1 Gas Injection

The Interconnecting Party must ensure that the gas delivered to the Connection Point for Injection into the Network complies with:

- (a) the standard gas quality specifications (as defined in the National Gas Rules); or
- (b) a gas quality standard set out in a written agreement made by MGN pursuant to rule 287A(1) of the National Gas Rules (where the Interconnecting Party is a party to that agreement or has been given a copy of that standard and whilst that written agreement remains in force and has not been terminated).

7.2 Notice of Off-Specification Gas

The Interconnecting Party must notify MGN as soon as the Interconnecting Party becomes aware that gas which does not comply with the applicable gas quality specifications is being, or is likely to be, or has been delivered at the Connection Point. Any such notification must include all information available to the Interconnecting Party in respect of the off-specification gas, including each aspect of each specification with which it fails to comply, the degree of its failure to comply and the likely time the Interconnecting Party will be able to resume delivery of gas in accordance with the applicable gas quality specifications.

7.3 Off-Spec Gas Indemnity

Subject to clause 7.4, the Interconnecting Party must indemnify MGN against all loss, cost, expense or damage which MGN might suffer or incur as a result of the injection of off-specification gas into the Network. This indemnity applies even if MGN is notified about, or is otherwise aware of, the off-specification gas and does not take steps to curtail or interrupt the injection of that off-specification gas into the Network or has permitted the injection of that off-specification gas into the Network. This indemnity will survive termination of this agreement.

7.4 *Authorised Off-Spec Gas*

The Interconnecting Party will not have to indemnify MGN under clause 7.3 in respect of any loss, cost, expense or damage that results from the injection of off-specification gas into the Network where:

- (a) MGN has given a written notice to the Interconnecting Party in which:
 - (i) MGN identifies the off-specification gas; and
 - (ii) MGN confirms that the Interconnecting Party may inject that off-specification gas into the Network or delivers that off-specification gas for injection into the Network; and
 - (iii) MGN expressly states that the indemnity in clause 7.3 will not apply in relation to that off-specification gas; and
- (b) the Interconnecting Party injects that off-specification gas into the Network or delivers that off-specification gas for injection into the Network in accordance with the notice.

A notice given by MGN under this clause may be given subject to any conditions MGN thinks fit. The notice may be limited to a time period or by reference to circumstances specified in the notice.

7.5 *Information and Access*

Whenever requested by MGN, the Interconnecting Party must provide MGN with information, records and access to facilities that MGN reasonably requires in order to verify that the gas supplied for injection at the Connection Point complies with the applicable gas quality specifications and that reasonable precautions are in place to prevent the delivery of off-specification gas to the Connection Point.

7.6 *Title to Gas*

In accordance with the National Gas Rules, title to gas injected at the Connection Point will pass to the Market Participants who withdraw gas at distribution delivery points.

7.7 *Commingling*

Whenever gas is injected into the Network, MGN has the right to co-mingle that gas with other gas in the Network.

8 *Gas Quality Monitoring Arrangements*

8.1 *Responsible Gas Quality Monitoring Provider*

Under the National Gas Rules, the responsible gas quality monitoring provider is the person responsible for establishing and maintaining gas quality monitoring arrangements comprising:

- (a) a gas quality monitoring system (including a gas chromatograph) that satisfies the requirements of rule 289G of the National Gas Rules; and
- (b) a gas quality monitoring system that satisfies the requirements of rule 289H of the National Gas Rules.

8.2 No Injection of Gas

The Interconnecting Party must not inject any gas into the Network at the Connection Point or deliver gas for injection into the Network at the Connection Point, without the express permission of MGN, unless gas quality monitoring arrangements have been established and are being maintained in compliance with the National Gas Rules.

8.3 MGN as Responsible Provider

If MGN is or becomes the responsible gas quality monitoring provider for the Connection Point, MGN must ensure that gas quality monitoring arrangements are established and maintained in respect of the Connection Point in accordance with the National Gas Rules.

8.4 Interconnecting Party as Responsible Provider

If the Interconnecting Party is or becomes the responsible gas quality monitoring provider for the Connection Point, the Interconnecting Party must ensure that gas quality monitoring arrangements are established and maintained in respect of the Connection Point in accordance with the National Gas Rules. In this case, under the National Gas Rules, MGN must approve the gas quality monitoring arrangements (including any modifications to them).

8.5 Gas Quality Data

If the Interconnecting Party is or becomes the responsible gas quality monitoring provider for the Connection Point, the Interconnecting Party must provide MGN with all data and information relating to gas quality at the monitoring point, including all test and calibration reports relating to the gas quality monitoring system, without charge.

8.6 Off-Spec Gas Indemnity

If MGN is or becomes the responsible gas quality monitoring provider, MGN's rights under the indemnity in clause 7.3 will not be limited or adversely affected by any act or omission of MGN as the responsible gas quality monitoring provider, including any negligence or other breach of duty. If someone other than MGN is or becomes the responsible gas quality monitoring provider, MGN's rights under the indemnity in clause 7.3 will not be limited or adversely affected by MGN's approval of gas quality monitoring arrangements established by someone else or any act or omission in relation to that approval, including any breach of duty or negligence or other breach of duty.

9 Gas Metering Installations

9.1 Responsible Person

Under the National Gas Rules, the responsible person for the Connection Point must:

- (a) ensure that a metering installation is provided, installed and maintained at the Connection Point in accordance with the National Gas Rules, the metering installation coordination procedures and all applicable laws; and
- (b) ensure that the accuracy of that metering installation complies with the requirements of rule 298 of the National Gas Rules; and
- (c) ensure that the metering installation is calibrated in accordance with rule 299 of the National Gas Rules.

9.2 MGN as Responsible Person

If MGN is or becomes the responsible person for the metering installation at the Connection Point, MGN must discharge its obligations as the responsible person under the National Gas Rules.

9.3 Interconnecting Party as Responsible Person

If the Interconnecting Party is or becomes the responsible person for the metering installation at the Connection Point, the Interconnecting Party must discharge its obligations as the responsible person under the National Gas Rules.

10 Other Requirements

10.1 Gas Pressure

The Interconnecting Party must ensure that gas is supplied at the Connection Point at a pressure that is within the range of pressures specified in Annexure 1 (or such other pressure or pressures as have been or are approved in writing by MGN or as MGN may specify by notice in writing to the Interconnecting Party from time to time).

10.2 Gas Temperature

The Interconnecting Party must ensure that gas is supplied at the Connection Point at a temperature that is within the temperature range specified in Annexure 1 (or such other temperature or temperatures as have been or are approved in writing by MGN or as MGN may specify by notice in writing to the Interconnecting Party from time to time).

10.3 Gas Odourisation

The Interconnecting Party must ensure that gas injected through the Connection Point has been odourised in accordance with applicable standards and legislation and the specifications in Annexure 1 and, in any event, has an odour which is distinctive and unpleasant and has an odour level that is discernible at one-fifth of the lower explosive limit of the gas.

11 General Obligations

11.1 Workmanlike Operations

The Interconnecting Party must construct, operate, manage, maintain and repair the Facility and the Other Works competently and with due regard for safety and in a safe, good and workmanlike manner.

11.2 Maintenance

The Interconnecting Party must maintain the Facility and the Other Works in good repair and condition so that no danger, damage, nuisance or annoyance is caused by them or by their operation.

11.3 Adherence to Industry Standards

The Interconnecting Party must construct, operate, manage, maintain and repair the Facility and the Other Works in accordance with good industry practice.

11.4 Reasonable Skill and Care

The Interconnecting Party must exercise reasonable skill and care in the construction, operation, management, maintenance and repair of the Facility and the Other Works.

11.5 Compliance with Law

The Interconnecting Party must comply with all laws in the construction, operation, management, maintenance and repair of the Facility and the Other Works (including, but without limitation, any licence which authorises the operation of the Facility and the Other Works).

11.6 Consents

In particular, but without limiting the previous clause, the Interconnecting Party must obtain and keep current all licences, consents or approvals required to construct, operate, manage, maintain or repair the Facility and the Other Works or to inject gas at the Connection Point.

11.7 Modifications

The Interconnecting Party must not improve, modify or alter the Facility and the Other Works except with MGN's consent. MGN will not withhold that consent unreasonably.

11.8 Inspections

The Interconnecting Party must permit MGN, with its officers, employees and agents, to inspect the Facility and the Other Works whenever MGN reasonably requires from time to time.

11.9 Provision of Information

The Interconnecting Party must provide MGN with whatever information MGN might reasonably require from time to time in relation to the Facility and the Other Works or their construction, operation, management, maintenance or repair. This information can include (but is not limited to) information about the quantities of gas the Interconnecting Party expects to the inject at the Connection Point.

12 Connection Fee**12.1 Connection Fee**

[Include clauses to reflect any connection fee ("**Connection Fee**"), terms of payment, overdue interest for late payments and details of any bank guarantee or other security required by MGN to support the obligations of the Interconnecting Party.]

12.2 GST

The Connection Fee is exclusive of GST. Whenever any Connection Fee is paid to MGN, the Interconnecting Party will also pay MGN an amount equal to the GST payable in relation to goods or services supplied by MGN pursuant to this document.

13 Termination

13.1 Termination – No Connection

If the Facility and the Other Work has not been completed by the drop dead date shown in Annexure 1 (or such later date as the parties may agree, with each party acting reasonably), then either party may give notice to the other that it wishes to terminate this agreement if the Facility and Other Work is not completed by the date specified in that notice (which must be at least one month after the date of the notice). In this case, this agreement will terminate if the Facility and Other Work has not been completed by the date specified in the notice (or such later date as the parties may agree).

13.2 Termination on Disconnection

This agreement will terminate if and when the Network and the Facility are disconnected from each other.

13.3 No Gas Production

If the Interconnecting Party does not produce gas from the Facility or ceases to produce gas from the Facility (or plans to do so), the Interconnecting Party will notify MGN. In this case, the Interconnecting Party may disconnect the Facility from the Network or MGN may disconnect the Network from the Facility, in which case, this agreement will then terminate in accordance with clause 12.1.

13.4 No Gas Distribution

If MGN ceases to distribute gas through the Network (or any relevant part of it) (or plans to do so), MGN will notify the Interconnecting Party. In this case, MGN may disconnect the Network from the Facility, or the Interconnecting Party may disconnect the Facility from the Network, in which case, this agreement will then terminate in accordance with clause 12.1.

13.5 No Other Right to Terminate

Subject to this clause, neither party may terminate this agreement for any reason whilst there is a physical connection between the Network and the Facility. In particular, but without limitation, whilst there is a physical connection between the Network and the Facility, neither party may terminate for breach. The appropriate remedy for breach is a suspension of injections under clause 14 or damages or an injunction or order, but not termination.

13.6 Effect of Termination

The termination of this agreement will terminate the rights and obligations of MGN and the Interconnecting Party under this agreement, other than any rights and obligations that are expressed or intended to survive termination. Termination does not affect any rights or remedies to the extent accrued prior to termination.

13.7 Reimbursement of MGN Costs

If the agreement terminates pursuant to clause 13.1, the Interconnecting Party must reimburse MGN for the cost of the MGN Works (plus GST) within 30 days after MGN gives the Interconnecting Party an invoice for that amount.

13.8 Survival

This clause 13 will survive termination.

14 Breach and Suspension for Breach

14.1 Remedy Notice

If either party breaches any of its obligations under this agreement, the other party (“**the innocent party**”) may give a notice (“**a remedy notice**”) to the party in breach (“**the defaulting party**”).

14.2 Content of Remedy Notice

A remedy notice must identify the breach (or breaches) and state that the innocent party requires the defaulting party to remedy each breach specified in the notice, within the time specified for that breach in the notice.

14.3 Obligation to Remedy Breach

If a defaulting party receives a remedy notice, the defaulting party must use its best endeavours to remedy each breach specified in the remedy notice, within the time specified for that breach in the remedy notice (or, if longer, within a reasonable time).

14.4 Cure Notice

Whenever a defaulting party believes it has remedied a breach specified in a remedy notice, it must give a notice (“**cure notice**”) to the innocent party. The cure notice must identify the breach and explain how that breach has been remedied.

14.5 Disagreement with a Cure Notice

Whenever an innocent party receives a cure notice from a defaulting party, the innocent party must notify the defaulting party if the innocent party is not satisfied that the defaulting party has remedied the breach specified in the cure notice. This is a dispute which can then be referred for resolution pursuant to this document.

14.6 Suspension Notice

If:

- (a) an innocent party has given a remedy notice to the defaulting party; and
- (b) a breach specified in that remedy notice has not been remedied (or a cure notice has not been given to that effect); and
- (c) the innocent party considers that it is necessary or desirable in accordance with good industry practice to suspend gas injections until that breach is remedied,

then the innocent party may at any time 48 hours after the remedy notice was given to the defaulting party (or earlier, in case of emergency) give a second notice (“**a suspension notice**”) to the defaulting party which identifies the unremedied breach and states that the innocent party wishes to suspend the injection of gas at the Connection Point until such time as the breach has been remedied and a cure notice has been given to that effect.

14.7 Suspension of Gas Injections

Whenever an innocent party has given a suspension notice to a defaulting party, the innocent party may suspend the injection of gas through the Connection Point by whatever means are available to it, such as closing a shut-off valve or shutting down or limiting gas production at the Facility. Each party must give the other party whatever assistance the other party might reasonably require to suspend the injection of gas through the Connection Point, such as closing a shut-off valve at the request of the other party or allowing the other

party to access and close a shut-off valve or shutting down or limiting gas production at the Facility at the request of the other party.

14.8 Restoration of Gas Injections

If the injection of gas at the Connection Point has been suspended pursuant to this clause as a result of any breach or breaches of this agreement and that breach (or each of those breaches) has been remedied and a cure notice has been given to that effect, then any party may lift the suspension by notice given to the other party and each party must give the other party whatever assistance the other party might reasonably require to recommence or restore the injection of gas through the Connection Point.

15 Force Majeure

15.1 Effect of Force Majeure

Neither party is required to comply with any term of this document to the extent that it is physically unable to comply with that term because of Force Majeure.

15.2 Force Majeure

In this document, “**Force Majeure**”, in relation to a party, means an event, circumstance or condition not within the control of that party. It includes (but is not limited to):

- (a) an act of God, landslide, earthquake, flood, wash out, lightning strike, rainstorm, hailstorm, bushfire, tornado, cyclone, or effects of the elements;
- (b) a fire or explosion;
- (c) an outbreak of disease, an epidemic, pandemic, plague or quarantine;
- (d) a strike, lock-out, ban, boycott or other industrial disturbance or action;
- (e) an act of the enemy, war (whether or not declared), blockade, insurrection, riot, civil disturbance, arrest, restraint of rulers and people;
- (f) an order of any court or an order, act or omission of any government or any governmental authority or a failure to obtain any necessary governmental consent or approval;
- (g) a change in the law or in the interpretation of the law;
- (h) malfunction, breakdown or other failure of plant or equipment or damage to plant or equipment;
- (i) a shortage of specialist labour, plant, equipment, spare parts, supplies or other material; and
- (j) any act or omission of a third party (including any failure of a third party to comply with its obligations under any contract).

Financial hardship is not Force Majeure.

15.3 Obligation to Overcome

If a party is reasonably able to overcome events, circumstances or conditions which constitute Force Majeure, then it will take all reasonable steps it is able to take to enable it to comply with the terms of this document. However, nothing in this clause will oblige any party

to settle any strike, lock-out, ban, boycott or other industrial disturbance or action or to take or threaten to take any legal action.

15.4 Notice of Force Majeure

If a party is not reasonably able to overcome the events, circumstances or conditions which constitute Force Majeure, then it will notify the other party of those events, circumstances, or conditions.

15.5 Information

Each party will provide the other with any information which the other party might reasonably request about the events, circumstances or conditions that constitute Force Majeure.

16 Indemnities

16.1 Interconnecting Party - No Fault

The Interconnecting Party will indemnify MGN against all Physical Loss which MGN might suffer or incur because of any act or omission on the part of Interconnecting Party (or any servant or agent of the Interconnecting Party) in or in connection with the construction, operation, management, maintenance or modification of the Facility or the Other Works.

16.2 MGN - No Fault

MGN will indemnify the Interconnecting Party against all Physical Loss which the Interconnecting Party might suffer or incur because of an action or omission on the part of MGN (or any servant or agent of MGN) in or in connection with the operation, management, maintenance or modification of the MGN Works.

16.3 Physical Loss

In this clause, “**Physical Loss**” means any loss of, or damage to, property or death or physical injury of any person.

16.4 Interconnecting Party at Fault

The Interconnecting Party will indemnify MGN against all Financial Loss which MGN might suffer or incur as a result of any act or omission on the part of the Interconnecting Party (or any officer, employee or agent of the Interconnecting Party) in or in connection with the construction, operation, management, maintenance or modification of the Facility or the Other Works where that act or omission constitutes a breach of this document, a breach of a duty of care or a breach of another duty owed by the Interconnecting Party to MGN.

16.5 MGN Exclusion of Liability

MGN will have no liability to the Interconnecting Party for any Financial Loss which the Interconnecting Party might suffer or incur as a result of any act or omission on the part of MGN (or any officer, employee or agent of MGN) in or in connection with the operation, management, maintenance or modification of the MGN Works, irrespective of whether that act or omission constitutes a breach of this document, a breach of a duty of care or a breach of another duty owed by MGN to the Interconnecting Party.

16.6 Financial Loss

In this clause, “**Financial Loss**” means all financial loss, cost, expense or damage. It includes (but is not limited to):

- (a) loss of profit, loss of revenue, loss of business, loss of opportunity or similar losses (however described);
- (b) losses that arise out of any claim, demand, action or proceeding against any party; and
- (c) legal costs and expenses associated with any claim, demand, action or proceeding against any party.

16.7 Off-Spec Gas Indemnity

The indemnities in this clause are in addition to the indemnity in clause 7.3. The indemnity in clause 7.3 is not limited by anything in this clause.

16.8 Section 233, Gas Industry Act 2001 (Vic)

Nothing in this agreement is intended to vary or exclude section 233(1) of the Gas Industry Act 2001 (Vic).

17 Consumer Contract Limitation

17.1 Application of Clause

Sub-clause 17.2 only applies if the Agreement is a contract for the supply by a corporation of goods or services to a consumer (other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption).

17.2 Limitation of Liability

Subject to sub-clause 17.3, if this sub-clause applies, the liability of MGN for failure to comply with a guarantee under the Australian Consumer Law (as defined in the Competition and Consumer Act 2010 (Cwlth)) (other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law) is limited:

- (a) in the case of goods, to any one or more of the following (at the option of MGN):
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services, to one of the following (at the option of MGN):
 - (i) supplying of the services again; or
 - (ii) paying the cost of having the services supplied again.

17.3 Section 64A(3) Exclusion

Sub-clause 17.2 will not apply in the circumstances specified in section 64A(3) of the Australian Consumer Law.

17.4 Interpretation

Terms used in sub-clauses 17.1 and 17.2 have the same meanings for the purposes of those sub-clauses as they have for the purposes of the Australian Consumer Law.

18 Insurance

18.1 Insurance Required

The Interconnecting Party must obtain and maintain insurance against whatever risks MGN reasonably specifies from time to time by notice to the Interconnecting Party with solvent and reputable insurers approved by MGN and on terms approved by MGN.

18.2 Benefit of Insurance

If MGN requires, the Interconnecting Party must ensure that any insurance the Interconnecting Party obtains or maintains under this document names MGN as an additional insured or notes the interest of MGN, whichever MGN may require.

18.3 Insurance Information

Whenever reasonably requested by MGN, the Interconnecting Party must give MGN:

- (a) a true and complete copy of the policy for any insurance which the Interconnecting Party obtains or maintains under this document;
- (b) a certificate of currency for the insurance; and
- (c) whatever other information MGN requests in relation to that insurance or anything which relates to that insurance.

18.4 Notice of Claims

The Interconnecting Party must promptly notify MGN whenever an event occurs which gives rise to, or might give rise to, a claim under any insurance which the Interconnecting Party maintains under this document.

18.5 Claims Enforcement

Whenever a claim arises, or might have arisen, under any insurance which the Interconnecting Party maintains under this document, the Interconnecting Party must take whatever steps MGN reasonably requires to make and enforce or settle that claim.

18.6 Claims Settlement

If MGN requires, the Interconnecting Party must not settle or compromise a claim under any insurance which the Interconnecting Party maintains under this document, except with the consent of MGN. MGN will not withhold that consent unreasonably where the settlement or compromise will not prejudice MGN's rights in or in relation to the claim or the circumstances giving rise to the claim.

18.7 Failure to Insure

The Interconnecting Party must promptly notify MGN if the Interconnecting Party fails to obtain or maintain any insurance required under this document. In this case, MGN may obtain and maintain that insurance on behalf of the Interconnecting Party at the cost of the Interconnecting Party.

19 Assignments and Transfers

19.1 Pipeline

In this document, “**Asset**”, in relation to MGN, means the Network (or the part of the Network which is connected to the Connection Point) and, in relation to the Interconnecting Party, means the Facility or the Other Works.

19.2 Transfers of Asset

No party may sell or transfer its Asset to any person unless that person has entered into an agreement with both parties to this agreement in the form set out in Annexure 3 or in such other form as the parties may agree (a “**Novation Agreement**”).

19.3 Restriction on Assignments

No party may assign its rights or obligations under this document except to a person to whom that party sells or transfers its Asset under, and in accordance with, this document. An assignment in breach of this clause is of no effect.

20 Delegation

20.1 Delegation

Each party may authorise another person to exercise any of its rights, or perform any of its obligations, under or in relation to this document.

20.2 Responsibility

A party that authorises another person to exercise any of its rights or perform any of its obligations will be responsible for all the acts and omissions of that other person.

20.3 No Relief

A party that authorises another person to perform any of its obligations remains liable for the performance of those obligations.

21 Confidentiality

21.1 Confidentiality

Each party must keep confidential all information which the other party has given or gives to it under or in connection with this document. A party must not disclose to any person any of the information that party is required to keep confidential (“**Confidential Information**”) except where this document permits disclosure.

21.2 Disclosure with Consent

A party may disclose Confidential Information to the extent that the other party has consented to its disclosure.

21.3 Disclosure in Performance

A party may disclose Confidential Information to the extent that it is necessary to disclose that Confidential Information in or for the purposes of the performance of this document.

21.4 Disclosure of Public Information

A party may disclose Confidential Information to the extent that it becomes readily and generally available to members of the public (other than because of a breach by that party of its confidentiality obligations under this document).

21.5 Disclosure of Known Information

A party may disclose Confidential Information to the extent that the party knew that Confidential Information before that Confidential Information was disclosed to it under or in connection with this document.

21.6 Disclosure to Personnel

Each party may disclose Confidential Information to those officers, employees and agents to whom it is necessary to make disclosure.

21.7 Responsibility for Personnel

Each party must ensure that persons who are or were officers, employees and agents of that party keep the Confidential Information confidential to the same extent as that party is obliged to do so.

21.8 Disclosure to Financiers and Others

Each party may disclose Confidential Information, to the extent properly required for the purposes of its business, to any insurer, contractor, banker, financial adviser, technical adviser or professional adviser who is required to maintain the confidentiality of the Confidential Information.

21.9 Disclosure by Law

Each party may disclose Confidential Information to the extent that disclosure is required by law. In particular, but without limitation, MGN may disclose information to AEMO where required by the distribution operation co-ordination procedures made under rule 317A of the National Gas Rules.

21.10 Disclosure to CK Group

MGN may disclose Confidential Information to:

- (a) CK Infrastructure Holdings Limited, Power Assets Holdings Limited, CK Asset Holdings Limited or CK Hutchison Holdings Limited ("**the CK Group Companies**") (each of which is a company listed on the Hong Kong Stock Exchange);
- (b) any company in which any of the CK Group Companies has a substantial holding (as defined in the Corporations Act) and the operations or business of which is owned, operated or managed in common or conjunction with the operations or business of MGN (including, as at the date of this agreement, DBNGP Holdings Pty Limited (ACN 110 721 081), AGI Operations Pty Ltd (ACN 166 900 170) and Multinet Group Holdings Pty Ltd (ACN 104 036 937)) ("**the Sister Companies**");
- (c) any Related Body Corporate of MGN, any of the CK Group Companies or any of the Sister Companies;

- (d) any director, officer, employee, agent, insurer, contractor, banker, financial adviser, technical adviser or professional adviser of MGN, any of the CK Group Companies or any Related Body Corporate of MGN, any of the CK Group Companies or any of the Sister Companies; or
- (e) any bona fide proposed or prospective transferee (and their respective directors, officers, employees, agents, insurers, contractors, consultants, bankers, financiers, financial advisers, technical advisers or professional adviser, Related Bodies Corporate, co-bidders or bid consortium members and actual or proposed joint venturers).

21.11 Survival

Each party's obligations under this clause will survive the termination of this document.

22 Dispute Resolution

22.1 Dispute Resolution

If any dispute arises between the parties in relation to this document ("**Dispute**"), either party may notify the other party that it wishes to refer the Dispute to resolution in accordance with this clause.

22.2 Executive Meeting

If a Dispute is referred for resolution in accordance with this clause, each party will nominate a senior executive who has authority to resolve that Dispute. Each party will cause its executive to meet with the other party's executive to discuss and endeavour to resolve the Dispute.

22.3 Independent Expert

If a Dispute is not resolved within 30 days after it was referred for resolution in accordance with this clause, either party may notify the other party that it wishes to refer the Dispute to an expert (an "**Independent Expert**") for determination.

22.4 Appointment of Expert

If a party gives notice pursuant to the previous clause, the parties will use their best endeavours to agree on the identity of the Independent Expert who will resolve the Dispute. If the parties are unable to agree within 14 days after the date of the notice, either party may request the then President of the Institution of Engineers, Australia to nominate a person as the Independent Expert.

22.5 Expert's Qualification

A person cannot act as an Independent Expert for the purposes of this document unless:

- (a) they have no interest or duty which conflicts, or may conflict, with their functions as an Independent Expert; and
- (b) they are not an employee or adviser (or former employee or adviser) to either party or a related body corporate of either party (as defined in the Corporations Law).

22.6 Determination

The Independent Expert will resolve the Dispute in whatever manner the Independent Expert thinks fit. In particular, but without limitation, the Independent Expert may make any investigation, conduct any test, consult with or question any person and examine or consider any material which the Independent Expert considers necessary or desirable.

22.7 Parties to Assist

Each party will do everything in its power which the Independent Expert reasonably requests it to do to resolve the Dispute. Each party may produce to the Independent Expert any written submissions or other documents or materials which that party believes are relevant to the Dispute.

22.8 Accuracy

Each party must ensure that any documents it gives to the Independent Expert are complete documents or complete and accurate copies of authentic documents and all information it gives to the Independent Expert is true and accurate in all material respects, and not misleading in any respect, except to the extent disclosed to the Independent Expert.

22.9 Inspection

Each party will be entitled to inspect, and take copies of, any documents or other material the Independent Expert considers. Each party will ensure that any documents or other materials it gives to the Independent Expert are disclosed to the other party and made available to that other party for the purposes of inspection and copying.

22.10 Report

The Independent Expert will prepare a final draft report to the parties in which the Independent Expert will describe the Dispute, the decision the Independent Expert has made in relation to the Dispute and the reasons for that decision. The Independent Expert will send a copy of that final draft to the parties for comment.

22.11 Final Draft

If the Independent Expert does not receive any comments on the final draft report (or a report as altered pursuant to the next clause) within 20 days after it was sent to the parties (or if the comments received do not cause him to alter the final draft in a material respect), the Independent Expert will sign two copies of the report and send one to each party.

22.12 Revised Draft

If the comments the Independent Expert receives on the final draft cause him to alter it in any material respect, the Independent Expert will alter the final draft to the extent he believes desirable. He will not make any other alterations. He will then send a copy of the altered report to each of the parties for comment.

22.13 Final Report

The report which the Independent Expert signs pursuant to this document will be the final report. It will bind the parties to the decision of the Independent Expert as set out in that report.

22.14 Costs of Expert

Each of the parties will pay one half of the Independent Expert's costs, unless the Independent Expert finds that either party acted unreasonably in relation to the dispute, in

which case the parties will pay the Independent Expert's costs in whatever proportions the Independent Expert may decide.

22.15 Legal Proceedings

Neither party may commence legal proceedings in any court in any jurisdiction in respect of any Dispute unless the Independent Expert has made a determination in relation to that Dispute or the Independent Expert has failed to make a determination, in relation to that Dispute, within the time required under this agreement.

22.16 Interlocutory Relief

Sub-clause 22.15 does not prevent a Party seeking or obtaining an interlocutory injunction from a court of competent jurisdiction.

22.17 Survival

This clause will survive the termination of this agreement.

23 Costs and Stamp Duty

23.1 Costs

Subject to this document, each party will pay its own costs in connection with the preparation, negotiation, execution, delivery, and performance of this document.

23.2 Stamp Duty

The Interconnecting Party will pay all stamp duty chargeable on or in relation to this document under the laws of any jurisdiction.

23.3 Survival

This clause will survive the termination of this agreement.

24 Notices

24.1 Form of Notices

A notice or other communication ("**Notice**") given under this document must be in writing signed by or on behalf of the sender.

24.2 Method of Service

A Notice may be given to the addressee by hand delivery, pre-paid mail or e-mail to the address set out at the beginning of this document.

24.3 Service of Postal Notices

A Notice sent by pre-paid mail to the address of the addressee set out at the beginning of this document will be deemed to have been received by the addressee on the fifth business day after it is posted (if it was posted within Australia) and on the tenth business day after it was posted (if it was posted outside Australia), unless it is in fact received earlier.

24.4 Business Day

For the purposes of this clause, a “**business day**”, in relation to a Notice, means a day other than a Saturday, Sunday or public holiday in the place to which that Notice is sent.

24.5 Change of Address

A party may change its address or email address as shown at the beginning of this document by not less than 5 business days' notice to the other party. This document will then apply as if the new address were set out at the beginning of this document.

25 Rights, Powers and Remedies**25.1 Not Exclusive**

The rights, powers, and remedies of each party under this document supplement any other rights, powers or remedies that party might have.

25.2 Successive Exercise

The exercise by a party of any right, power or remedy will not preclude the subsequent exercise by that party of that right, power or remedy or another right, power or remedy.

25.3 No Waiver

No failure or delay by a party to exercise a right, power or remedy will operate as a waiver. No waiver by a party will be effective unless it is in writing signed by that party.

26 Governing Law**26.1 Governing Law**

This document is governed by the laws of the State of Victoria.

26.2 Jurisdiction

Each party submits to the jurisdiction of the courts of that jurisdiction.

27 Severance**27.1 Severance**

If any term of this document is invalid, illegal, or unenforceable, that term will not form part of this document.

27.2 Termination

Unless both parties agree otherwise, this document will terminate if the severance of an invalid, illegal or unenforceable term materially alters the effect or intent of this document.

28 Entire Agreement

28.1 *Entire Agreement*

This document constitutes the entire agreement between the parties in relation to its subject matter. It supersedes all prior agreements, representations, and understandings.

28.2 *Implied Terms*

All implied warranties, terms and conditions are excluded to the extent permitted by law.

29 Amendment of Agreement

29.1 *Amendment by Agreement in Writing*

This agreement may only be amended in writing executed by or on behalf of the Interconnecting Party and MGN.

29.2 *Changes to National Gas Rules*

If the National Gas Rules are amended in a manner that is relevant to or affects the rights and obligations of MGN or the Interconnecting Party under this agreement then MGN or the Interconnecting Party may request the other that this agreement is amended to adopt or reflect the amendments to the National Gas Rules, in which case, MGN and the Network User must use their best endeavours to agree and execute an amendment to this agreement which adopts or reflects those amendments provided that:

- (a) this clause will not apply in relation to the amendments set out in the National Gas Amendment (DWGM distribution connected facilities) Rule 2022; and
- (b) neither party is required to accept any amendment where there are reasonable grounds to not accept that amendment.

29.3 *Further Assurances*

Each party will execute all documents and do all other things which are required to permit or facilitate the performance of this document.

30 Interconnecting Party

30.1 *Principal not Agent nor Trustee*

The Interconnecting Party enters into this document as a principal on its own account and not as an agent. The Interconnecting Party does not enter into this document as trustee of any trust.

30.2 *Joint and Several Liability*

If the Interconnecting party comprises two or more persons, the rights and obligations of the Interconnecting Party under this document are the joint and several rights and obligations of those persons.

31 Interpretation

31.1 Good industry practice

In this agreement, good industry practice mean the practices, methods and acts that would reasonably be expected from experienced and competent persons engaged in the gas industry in Australia, acting with all due skill, diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced professional engineers and operators engaged in the same type of activities under the same or similar circumstances and conditions. It includes (but without limitation) complying with:

- (a) applicable laws and standards relevant to that activity;
- (b) manufacturer's instructions and operating manuals;
- (c) good gas industry and engineering practice current from time to time.

31.2 Interpretation

In this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) headings appear for convenience only and do not affect interpretation;
- (c) where any expression is defined in this agreement, another part of speech or grammatical form of that expression has a corresponding meaning;
- (d) a reference to the Network is a reference to the Network (or any part of the Network) as extended, expanded, modified or otherwise reconfigured from time to time (including by way of the MGN Works);
- (e) a reference to the Facility is a reference to the Facility and the Other Works (or any part of the Facility and the Other Works) as extended, expanded, modified or otherwise reconfigured from time to time;
- (f) a reference to a person includes a reference to corporations, firms, associations, authorities, states or governments;
- (g) a reference to a party to this agreement or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (h) a reference to this agreement, or any other agreement or instrument, includes any permitted modifications or variations;
- (i) a reference to sub-clauses, clauses and annexures is a reference to sub-clauses, clauses and annexures in and to this agreement;
- (j) a reference to GST is a reference to GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time);
- (k) references to 'dollars' and '\$' are references to Australian dollars;
- (l) a reference to a law is a reference to the legislation and common law of any relevant jurisdiction;
- (m) a reference to legislation includes a reference to subordinate legislation;

- (n) a reference to subordinate legislation includes a reference to any direction, rule, regulation, proclamation, code, notice, order or other instrument or document of any nature whatsoever, issued pursuant to any legislation; and
- (o) a reference to legislation (or any part of any legislation) includes that legislation (or part) as amended or replaced from time to time (and, in particular, but without limitation, a reference to the National Gas Rules is a reference to the National Gas Rules as amended with effect on and from 1 May 2024 by the National Gas Amendment (DWGM distribution connected facilities) Rule 2022).

In the interpretation of this agreement, no presumption will be made against any party on the ground that a term was drafted or proposed by or on behalf of that party.

31.3 Indemnities

Each indemnity in the Agreement is a continuing indemnity which will survive the termination of the Agreement. It is not necessary to incur a loss, cost, expense or damage before enforcing any indemnity.

31.4 Counterparts

This agreement may be executed in counterparts. Those counterparts together will constitute a single agreement.

Execution

EXECUTED as an agreement

Executed by [Multinet Gas Distribution Partnership] by its duly appointed officer in the presence of:

Witness signature

Officer signature

Witness full name
(BLOCK LETTERS)

Officer full name and title
(BLOCK LETTERS)

Executed by [Interconnecting Party] in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

Annexure 1 – Interconnecting Party’s Works

1 Description of Interconnecting Party’s Works

1.1 Facility

[Insert description of proposed distribution connected facility]

1.2 Type of Gas produced by the Facility

[Hydrogen/biomethane/other]

1.3 Other Works

[Insert description of any other works which will be constructed/installed by the Interconnecting Party]

Notes:

(a) Gas quality monitoring system

The Other Works will include the gas quality monitoring system (including gas chromatograph) if:

- (i) the Interconnecting Party is a registered participant who injects gas at the Connection Point and satisfies the other requirements of rule 289C of the National Gas Rules; and
- (ii) the Interconnecting Party elects to become the responsible gas quality monitoring provider for the purposes of the National Gas Rules.

(b) Gas metering installation

The Other Works will include the metering installation at the Connection Point if the Interconnecting Party (distribution connected facility operator) is a registered participant and elects to become the responsible person for the metering installation in accordance with rule 292(3A) of the National Gas Rules.

1.4 Drop Dead Date

[*****]

2 Specifications for Interconnecting Party’s Works

2.1 Specifications

The Facility and the Other Works must meet the specifications set out in this section 2.

2.2 Nominal flow capacity at Connection Point

Minimum		Maximum	
TJ/day	Std m ³ /hr	TJ/day	Std m ³ /hr

2.3 Pressure at Connection Point

Minimum	Maximum
[*****] kPag	[*****] kPag

2.4 Delivery Temperature at Connection Point

Minimum	Maximum
[2°C]	[**] °C

2.5 Odourisation at Connection Point

[*****]

2.6 Safety

The Facility and the Other Works must be safe to connect to the Network at the Connection Point, and to allow the injection of gas from the Facility into the Network, without:

- (a) any threat to public safety or the death of or injury to any person;
- (b) any threat of damage to the Network or any other property; or
- (c) any threat to the operational integrity of the Network or the safe and reliable supply of gas to end users.

2.7 Other Specifications (if any)

[*****]

3 Scope of Work for Interconnecting Party's Works**3.1 Introduction**

The Interconnecting Party's scope of work will include as a minimum the works described in the scope of work set out in this section 3. This scope of work does not limit or otherwise derogate from the obligations of the Interconnecting Party under this agreement.

3.2 General Scope of Work

- (a) Design and design review
- (b) HAZOP
- (c) CHAZOP
- (d) Site construction supervision
- (e) Construction/installation
- (f) Tests during construction
- (g) Tests on completion
- (h) Pre-commissioning

- (i) Commissioning
- (j) Risk assessment

3.3 Deliverables – before construction

Unless otherwise agreed, before commencing construction, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to MGN:

- (a) Independent engineering consultant's report
- (b) Schedule or program of works;
- (c) Construction plans, design drawings, layouts and alignment drawings;
- (d) Functional specifications;
- (e) Design basis manual;
- (f) Tags and equipment numbering;
- (g) Cathodic protection and earthing protection;
- (h) SCADA and communications;
- (i) HAZOP and CHAZOP reports;
- (j) Risk assessment report in accordance with AS 2885;
- (k) Construction safety management plan;
- (l) Qualification procedures;
- (m) Inspection and test plans;
- (n) Quality plans; and
- (o) Any other deliverable required under this agreement before construction.

3.4 Deliverables – before pre-commissioning

Unless otherwise agreed, before pre-commissioning, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to MGN:

- (a) Commissioning plans (including commissioning safety management plan);
- (b) Pre-commissioning and commissioning manual;
- (c) Commissioning punch list; and
- (d) Any other deliverable required under this agreement before pre-commissioning.

3.5 Deliverables – before completion

Unless otherwise agreed, before completion, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to MGN:

- (a) A final certificate from a director of the Interconnecting Party which certifies to MGN that:
 - (i) the Facility and the Other Works have been constructed, installed and completed in accordance with the requirements of this agreement;

- (ii) any defects identified prior to the certificate have been rectified; and
 - (iii) the Facility and Other Works function as intended and in accordance with this agreement and all applicable laws and standards and satisfy the specifications and minimum performance criteria (if any) described in this agreement.
- (b) A copy of each licence, permit, consent, approval, authorisation, certificate or registration that is required by law for or in relation to the design, construction, installation, completion, testing, commissioning, operation, management, maintenance or repair of the Facility or the Other Works (including the injection of gas into the Network).
- (c) Complete set of as built drawings, including but not limited to:
 - (i) drawing register;
 - (ii) process flow diagrams;
 - (iii) piping and instrument diagrams;
 - (iv) mechanical drawings;
 - (v) site layouts;
 - (vi) civil drawings;
 - (vii) cathodic protection drawings;
- (d) As-built weld records and NDT reports;
- (e) Hydrostatic test records;
- (f) Inspection records;
- (g) Manufacturer's data sheets;
- (h) Operating principles;
- (i) Hazardous area dossiers;
- (j) Mechanical and instrumentation completion punch list;
- (k) Critical equipment list; and
- (l) Any other deliverable required under this agreement before completion.

3.6 Tests during Construction

The tests during construction must include the tests described in the inspection and test plans approved by MGN pursuant to this agreement.

3.7 Tests on Completion

The tests on completion must include the tests described in the inspection and test plans approved by MGN pursuant to this agreement.

The tests on completion must demonstrate that the Facility and Other Works function as intended and in accordance with this agreement and all applicable laws and standards and satisfy the specifications and minimum performance criteria (if any) described in this agreement.

3.8 Pre-commissioning

As part of pre-commissioning, the Interconnecting Party must:

- (a) perform full function tests on all safety systems and demonstrate that safety systems are functioning as intended;
- (b) perform high pressure leak tests;
- (c) prepare a punch list including a full review of manufacturer's data sheets, test records and verification of inspection and test plans; and
- (d) any other pre-commissioning activities required by this agreement.

3.9 Commissioning

As part of commissioning, the Interconnecting Party must demonstrate:

- (a) how it will pressure up its facilities;
- (b) the temperature and rate of gas flow into the Connection Point;
- (c) that the valves have been greased;
- (d) that each shut-down valve (if any) is operational; and
- (e) that safety systems are operational to a standard that makes it safe to introduce gas into the Connection Point and into the Network,

and complete any other commissioning activities required by this agreement.

3.10 Minimum Performance Criteria

The Facility and Other Works must satisfy the minimum performance criteria:

[Insert any required minimum performance criteria]

Annexure 2 – The MGN Works

1 Description of the MGN Works

[Insert description of any works which will be constructed/installed by MGN]

2 Proposed Completion Date

[*****]

Notes:

(a) *Gas quality monitoring system*

The MGN Works will include the gas quality monitoring system (including gas chromatograph) unless another registered participant has made an election in accordance with rule 289C of the National Gas Rules to become the responsible gas quality monitoring provider.

Under the National Gas Rules, in the absence of an election by another registered participant, MGN as the distributor must act as the responsible gas quality monitoring provider (rule 289C).

The responsible gas quality monitoring provider is responsible for establishing the gas quality monitoring arrangements (see rules 289C and 289E).

(b) *Gas metering installation*

The MGN Works will include the metering installation at the Connection Point unless:

- (i) MGN and the Interconnecting Party (distribution connected facility operator) agree otherwise; or
- (ii) the Interconnecting Party (distribution connected facility operator) is a registered participant and elects to become the responsible person for the metering installation in accordance with rule 292(3A) of the National Gas Rules.

Under the National Gas Rules, MGN as the distributor is required by default to act as the responsible person for a metering installation if that role is not fulfilled by someone else (rule 292(2)(f)).

The responsible person for a metering installation is responsible for providing the metering installation (see rules 292(1) and 293).

Annexure 3 – Novation Agreement

NOVATION AGREEMENT

DATE:**PARTIES:**

- 1** **EACH PERSON** whose name and address is set out in Item 1 of the Schedule to this document ("**the Assignor**");
- 2** **EACH PERSON** whose name and address is set out in Item 2 of the Schedule to this document ("**the Assignee**"); and
- 3** **EACH PERSON** whose name and address is set out in Item 3 of the Schedule to this document ("**the Other Party**").

RECITALS

- A** The Assignor and the Other Party are parties to a Connection Agreement ("**the Connection Agreement**") made between them in or about [*****].
- B** The Assignor wishes to sell or transfer [the Facility/the Network] to the Assignee.
- C** The parties have made this document pursuant to the Connection Agreement.

OPERATIVE PART:

1 Substitution Date

In this document, "**the Substitution Date**" means the date on which ownership of [the Facility/the Network] is transferred by the Assignee to the Assignor.

2 Substitution**2.1 *Release of Assignor***

The Assignor will cease to be entitled to any rights or to be bound by its obligations as a party under the Connection Agreement with effect on and from the Substitution Date but will remain entitled to those rights and bound by those obligations which have accrued prior to the Substitution Date.

2.2 *Assumption by Assignee*

With effect on and from the Substitution Date, the Assignee will become a party to the Connection Agreement and will be entitled to the rights and bound by the obligations of a party to the Connection Agreement as though the Assignor stood in place of the Assignee in all respects.

3 Notices

For the purposes of the Connection Agreement, the address of the Assignee for the purpose of service of Notices is the address set out in Item 2 of the Schedule to this document. On and from the Substitution Date, that address is deemed to be set out in the Connection Agreement in place of the address of the Assignor.

4 Miscellaneous

The governing law of this document is the law of the State of Victoria. Terms used in this document have the same meanings as they have for the purposes of the Connection Agreement.

SCHEDULE

Item 1: The Assignor

Name:
Address:

Item 2 The Assignee

Name:
Address:

Item 3 The Other Party

Name:
Address:

EXECUTION:

[INSERT EXECUTION CLAUSES]