



**National Third Party Access Code
for Natural Gas Pipeline Systems:
Access Arrangement by**

Multinet Gas (DB No.1) Pty Ltd

and

Multinet Gas (DB No.2) Pty Ltd

Trading as

**Multinet Gas Distribution Partnership for the
Distribution System (“Multinet”)**

Part A – Principal Arrangements

30 March 2007

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Access Arrangement by Multinet Gas (DB No.1) Pty Ltd and Multinet Gas (DB No. 2) Pty Ltd trading as Multinet Gas Distribution Partnership for the Distribution System

1 Introduction

1.1 Purpose of this document

This revision, to the Access Arrangement (“Access Arrangement”) approved by the Regulator on 2 December 2002, is submitted by Multinet Gas (DB No.1) Pty Ltd and Multinet Gas (DB No.2) Pty Ltd trading as Multinet Gas Distribution Partnership (“Multinet” or “the Service Provider”). The proposed revisions to the Access Arrangement are submitted in accordance with section 2 of the National Third Party Access Code for Natural Gas Pipeline Systems (the “Access Code”). The Access Arrangement as revised describes the terms and conditions on which the Service Provider will grant access to its Distribution System.

1.2 Composition of Access Arrangement

The Access Arrangement as revised comprises this document together with the plans of the Distribution System lodged with the Regulator.

The document is in three Parts:

Part A - Principal Arrangements

Part B - Reference Tariffs and Reference Tariff Policy

Part C – Terms and Conditions

Access Arrangement Information for the revisions to this Access Arrangement have been submitted in accordance with section 2.28 of the Access Code.

1.3 Effective Date

The Access Arrangement first came into effect on 1 January 1999. Revisions to this Access Arrangement were approved by the Regulator on 2 December 2002. Further revisions to this Access Arrangement were submitted to the Regulator in accordance with section 2.40 of the Access Code on 30 March 2007. This Access Arrangement as revised is effective from 1 January 2008 or otherwise in accordance with section 2.48 of the Access Code.

2 Definitions and Interpretation

In this Access Arrangement and supporting documents, where a word or phrase is capitalised:

- (a) it has the definition given to that word or phrase in the Access Code (unless the word or phrase is also defined in the Glossary, in which case the word or phrase has the definition given to that word or phrase in the Glossary); or
- (b) if the word or phrase is not defined in the Access Code, the definition given to that word or phrase in the Glossary,

unless the context otherwise requires.

If, during the Third Access Arrangement Period, the Access Code as in force at the date of the approval of the revisions to the Access Arrangement submitted on 30 March 2007 (**Existing Access Code**) is substantially amended or replaced (**New Access Code**) and, as a result, a word or phrase defined in the Existing Access Code is no longer defined in the New Access Code, for the purpose of this Access Arrangement, that word or phrase shall continue to have

the definition given to it in the Existing Access Code for the duration of the Third Access Arrangement Period.

3 Contact Details

The contact officer for further details on this Access Arrangement is:

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4 Prior contractual rights

No provision in this Access Arrangement as revised deprives any person of a contractual right which was in existence prior to 3 November 1997 being the date on which this Access Arrangement was first submitted to the Regulator or deprives any person of a contractual right which was in existence prior to 30 March 2007 being the date on which the proposed revisions to this Access Arrangement were submitted to the Regulator.

5 Elements set out in Section 3 of the Access Code

This section, in compliance with section 2.29 of the Access Code, includes the elements set out in sections 3.1 to 3.20 of the Access Code which are applicable to the Service Provider.

5.1 Services Policy

5.1.1 The Service Provider will make Haulage Reference Services and Ancillary Reference Services available to Users or Prospective Users of the Distribution System at the Reference Tariffs and in accordance with the Reference Tariff Policy set out in section 5.2 below. The Reference Services are likely to be sought by a significant part of the market.

The Residential Haulage Reference Service is the Haulage Reference Service where the withdrawal of Gas is by or in respect of a Residential Customer.

The Non-Residential Haulage Reference Service is the Haulage Reference Service where the withdrawal of Gas is by or in respect of a Non-Residential Customer but, in relation to a Tariff D Customer or a Tariff L Customer, does not include Tariff D Connection or Tariff L Connection respectively.

Ancillary Reference Services are those services as described in Schedule 1 of Part A.

5.1.2 The Service Provider will provide the Reference Services in accordance with the Regulatory Instruments.

5.1.3 The Service Provider will make Services other than Reference Services available to Users or Prospective Users as agreed or as determined in accordance with Section 6 of the Access Code.

Services other than Reference Services include Tariff D Connection and Tariff L Connection.

5.2 Reference Tariffs and Reference Tariff Policy

Reference Tariffs and the Reference Tariff Policy applicable to this Access Arrangement are set out in Part B.

5.2.1 Reference Tariffs

Section 1 of Part B describes the assignment of Haulage Reference Tariffs to Distribution Supply Points. The Haulage Reference Tariffs for Haulage Reference Services to apply from 1 January 2008 are the tariffs set out in Schedule 1 attached to Part B adjusted to comply with the Tariff Control Formula and rebalancing control formula in clause 3 of Part B. The Ancillary Reference Tariffs for Ancillary Reference Services applicable from 1 January 2008 are set out in Schedule 2 attached to Part B.

5.2.2 Haulage Reference Tariff Control Formula

Section 3 of Part B describes the formulae to be applied in varying, withdrawing or introducing new Haulage Reference Tariffs.

5.2.3 Processing changes to Reference Tariffs

Section 4 of Part B describes the processes for varying, withdrawing or introducing new Haulage Reference Tariffs.

5.2.4 Calculation of Charges for Haulage Reference Tariffs

Section 5 of Part B describes the calculation of Charges from the application of Haulage Reference Tariffs.

5.2.5 Reference Tariff Policy

Section 6 of Part B sets out the Service Provider's Reference Tariff Policy describing the principles used to determine a Reference Tariff. The policy relates to:

- 6.1 CPI-X Price Path
- 6.2 New Facilities Investment
- 6.3 Speculative Investment Fund
- 6.4 Efficiency Incentive and Carry-Over Mechanism

5.2.6 Fixed Principles

Section 7 of Part B describes a range of Fixed Principles that are to apply to the Access Arrangement.

5.2.7 Relevant Pass Through Event

Section 8 of Part B describes the procedures to apply as a result of a Relevant Pass Through Event.

5.3 Terms and Conditions

5.3.1 The Terms and Conditions on which the Service Provider will supply each Reference Service are set out in Part C.

5.3.2 The terms and conditions on which the Service Provider will supply each Service other than a Reference Service are set out in Part C as a relevant matter in accordance with section 2.29 of the Access Code.

5.4 Capacity Management Policy

5.4.1 The Distribution System is a Market Carriage Pipeline.

5.5 Extensions/Expansions Policy

5.5.1 Coverage

- (a) Subject to sections 5.5.1(b), an Extension or Expansion to the Distribution System will be covered by this Access Arrangement where that Extension or Expansion is owned by the Service Provider.
- (b) An Extension will not be covered by this Access Arrangement:
 - (1) where the Extension is considered by the Service Provider to be a significant Extension and the Service Provider gives written notice to the Regulator before the Extension comes into service that the Extension will not form part of this Access Arrangement; or
 - (2) where the Extension is not a significant Extension, the Regulator agrees, unless the Extension was included in the calculation of the Reference Tariffs.
- (c) For the purposes of section 5.5.1(b), a significant Extension is an Extension which will service a minimum of 5,000 customers.

5.5.2 Effect of Extension/Expansion on Reference Tariffs

- (a) This section 5.5.2 describes how Users will be charged for a Reference Service where the provision of the Reference Service requires New Facilities Investment constituted by an Extension or Expansion covered by this Access Arrangement (such Users are Incremental Users). Where New Facilities Investment is required to provide a Service other than a Reference Service, the Service Provider will negotiate the charge in good faith with the relevant Users (subject to the relevant provisions of the Access Code).
- (b) Where New Facilities Investment passes the Economic Feasibility Test, Incremental Users will be charged at the prevailing Reference Tariffs and as permitted by section 8.15 of the Access Code, the Service Provider will seek to include the New Facilities Investment in the Capital Base at the next review of the Access Arrangement. The Service Provider may, at its discretion, seek the Regulator's agreement prior to the next review of the Access Arrangement that the New Facilities Investment passes the requirements of section 8.16 of the Access Code.
- (c) Where New Facilities Investment does not pass the Economic Feasibility Test:
 - (1) The Service Provider will seek to include the relevant part of the New Facilities Investment in the Capital Base at the next review of the Access Arrangement (the Service Provider may, at its discretion, seek the Regulator's agreement prior to the next review of the Access Arrangement that the relevant part of the New Facilities Investment passes the requirements of section 8.16 of the Access Code (as permitted by 8.21 of the Access Code));
 - (2) The remaining New Facilities Investment may be (subject to the Access Code):
 - (A) recovered by charging Incremental Users according to the prevailing Reference Tariffs plus a Surcharge approved by the Regulator under section 8.25 of the Access Code;
 - (B) included in a Speculative Investment Fund under the Reference Tariff Policy in Part B, section 6.3 (in which case Incremental

Users would be charged according to the prevailing Reference Tariffs); or

- (C) recovered by a combination of these approaches (in which case Incremental Users would be charged according to the prevailing Reference Tariffs plus a Surcharge approved by the Regulator under section 8.25 of the Access Code); and
- (3) The Service Provider will notify the relevant Users of its choice between these approaches prior to the relevant New Facility entering in to service.
- (d) The Service Provider may, at its discretion, negotiate a Capital Contribution with a specific User or Users in respect of a New Facility, in which case, the charge for the User or Users shall be as agreed between the parties (for the purposes of determining Reference Tariffs, this New Facilities Investment shall be treated as if it were funded by the Service Provider and the User or Users shall be assumed to be paying a Surcharge (if any) that would be approved by the Regulator under section 8.25 of the Access Code).
- (e) Notwithstanding sections 5.5.2(c) to 5.5.2(d) above, where the Service Provider considers that some or all of the New Facilities Investment that does not pass the Economic Feasibility Test may pass the System Wide Benefits Test, the Service Provider may propose revisions to the Access Arrangement which have the effect of raising Reference Tariffs immediately (and thus permitting the part of the New Facilities Investment that would pass the System Wide Benefits Test to be included in the Capital Base and recovered through Reference Tariffs immediately). These revisions will be proposed and considered according to the process in section 2 of the Access Code and, if accepted, would amount to a change to this Access Arrangement.

5.5.3 Un-reticulated Townships

The Service Provider's policy for extensions to un-reticulated townships where the Extension was not included in the calculation of the Reference Tariffs or the subject of a competitive tender is as follows:

- 1) any proposal to reticulate a township, or request to the Service Provider to consider reticulation of a township, will undergo an initial feasibility assessment.
- 2) If the feasibility assessment indicates that the extension may be economic, the Service Provider will conduct further investigation that may include proposals for the regulatory treatment of the extension project.
- 3) The Service Provider may approach the Regulator with details of the proposed extension with a view to agreeing on the regulatory treatment of the extension project.
- 4) Where the agreed regulatory treatment is that the Extension is, if it proceeds, to be covered by this Access Arrangement:
 - The Service Provider will be permitted to recover the net financing costs incurred during the Access Arrangement Period in which the extension is commenced in Reference Tariffs to take effect in subsequent Access Arrangement periods;
 - The Capital Base for the Access Arrangement Period commencing immediately after the commencement of the extension will be increased by the amount of the New Facilities Investment or Recoverable Portion;

- The New Facilities Investment will not reduce the carry-over of cost-related efficiencies from the Access Arrangement Period in which the extension is commenced to any subsequent Access Arrangement Period;

provided the extension:

- passes the Economic Feasibility Test; and
 - would otherwise be uneconomic for the Service Provider if commenced prior to being included in the calculation of Reference Tariffs in future Access Arrangement Periods.
- 5) Once agreement has been reached concerning the regulatory arrangement, the Service Provider will undertake a detailed feasibility assessment. Should the outcome of this assessment establish or confirm that the extension is economic (including the consideration of any Capital Contributions or Surcharges) under the agreed regulatory arrangement, then the extension will progress. Otherwise, further discussions will be held with the Regulator. If, in light of the detailed economic assessment and available regulatory arrangements, the extension is not economic, the extension will not proceed.
 - 6) Where the extension is deemed uneconomic, the Service Provider may review the extension should material changes occur.
 - 7) The Service Provider's funding of extensions to un-reticulated townships is, in accordance with 3.16(c) of the Access Code, conditional upon (among other things) the Service Provider having sufficient funds available on commercial terms acceptable to the Service Provider.

5.6 Review and expiry of Access Arrangement

5.6.1 The Revisions Submission Date will be 30 March 2012.

5.6.2 The Revisions Commencement Date will be 1 January 2013.

Schedule 1: Ancillary Reference Services

In relation to Distribution Supply Points at which Gas is withdrawn by or in respect of a Residential Customer:

- a) Meter and Gas Installation Test –
on-site testing.
- b) Disconnection by the carrying out of work being –
 - (i) removal of the meter at a Metering Installation, or
 - (ii) the use of locks or plugs at a Metering Installationin order to prevent the withdrawal of Gas at the Distribution Supply Point in response to:
 - the direction in writing of a User
 - a request from a customer
 - the customer obtaining or having obtained Supply at a Distribution Supply Point otherwise than in accordance with the Distribution System Code or any regulatory requirement.
- c) Turn on and Reconnection –
 - (i) between the hours of 8.00am and 4.00pm on Business Days, or
 - (ii) at any other time.
- d) Special Meter Reading being –
meter readings in addition to scheduled meter readings that form part of the Haulage Reference Services.

Schedule 2:

Access Arrangements Glossary – Definitions and Interpretation

Access Act means the Gas Pipelines Access (Victoria) Act 1998;

Access Arrangement means this arrangement for access for third parties to the Distribution System lodged by the Service Provider with, and approved by, the Regulator under the Access Act and Access Code;

Actual Meter Reading has the same meaning as in the Retail Gas Market Rules;

Additional Charge means any charge imposed on the Service Provider by an Authority which is referable to the User or a Customer, and where such charge is referable to a class of Retailers or Customers rather than an individual Retailer or Customer, that charge will be allocated between the Retailers or Customers (as the case may be) on a fair and reasonable basis by the Service Provider, provided that the Service Provider is not prohibited from passing through that charge to Retailers or Customers under the Regulatory Instruments;

Access Code means the National Third Party Access Code for Natural Gas Pipeline Systems set out in Schedule 2 to the Gas Pipelines Access (South Australia) Act 1997;

Agreement means an agreement executed or to be executed by the Service Provider and a User on the Terms and Conditions or an agreement in respect of the terms and conditions for the provision of Services, as negotiated between the Service Provider and a User ;

Ancillary Reference Service means a Reference Service as set out in Schedule 1 of Part A of this Access Arrangement;

Ancillary Reference Tariff means the tariff that applies to an Ancillary Reference Service;

Annual MHQ means the greatest Quantity of Gas (in GJ) withdrawn at a Distribution Supply Point in any hour in a Calendar Year;

Authority means any:

- (a) government or regulatory department, statutory corporation (including the Regulator and VENCORP), body, instrumentality, minister, agency or other authority; or
- (b) body which is the successor to the administrative responsibilities of that department, statutory corporation, body, instrumentality, minister, agency or authority.

B2B Hub means the electronic messaging system operated by VENCORP for the Gas industry in Victoria or any electronic messaging system which replaces that system;

Bank Bill Rate means the bank bill standard rate defined to be equal to:

- (a) the “bid rate” (rounded up to four decimal places) quoted on the page entitled “BBSY” of the Reuters Monitor System at or about 10:00 am on any Business Day for bank accepted bills of exchange which have a tenor of 30 days; or
- (b) if the Bank Bill Rate cannot be determined in accordance with paragraph (a) of this definition, the rate percent per annum agreed by the parties in good faith to be the appropriate rate having regard to comparable indices then available in the current bill market, and in default of agreement within 14 days, the rate nominated by the Service Provider and approved by the Regulator as an appropriate rate;

Bank Guarantee means an irrevocable bank guarantee from a trading bank conducting business in Australia in favour of the Service Provider substantially in the form set out in Schedule 1 of the Terms and Conditions, for the Required Bank Guarantee Amount;

Business Day means a day other than a Saturday, Sunday or a day which has been proclaimed to be a public holiday in the Melbourne metropolitan area;

Calendar Year means a twelve month period commencing on 1 January;

Certificate of Compliance means a notice of installation, or completion of Gas Installation work, from a Gas Installer;

Change in Taxes Event means a variation, or withdrawal or introduction of a Relevant Tax, or a change in the way or rate at which a Relevant Tax is calculated, which has a material impact on the costs to the Service Provider of providing the Reference Services or which has a material impact on the revenue received by the Service Provider from providing Reference Services.

Charges means the charges payable by the User to the Service Provider under clause 7 of the Terms and Conditions and includes:

- (a) the amount determined from the application of the Reference Tariffs in respect of the Reference Services provided to the User in respect of its Customers or such other amount as agreed in writing;
- (b) where the User is a gas retailer within the meaning of clause 12(9) and 13(10) of the Order in Council made under section 68 of GIA on 15 November 2001 (Gazette No. G. 46 at page 2865), the prices, fees and charges notified by the Service Provider under clauses 12 and 13 of that Order;
- (c) where Services other than Reference Services are provided by the Service Provider as set out in Schedule 2 of the Terms and Conditions, the Non-Reference Service Charge;
- (d) Connection Charges; and
- (e) Additional Charges;

Claim means any claim, action, dispute, proceeding, loss, liability, demand, cost or expense whether arising in contract, tort (including negligence), equity or otherwise in respect of an event occurring after the Commencement Date;

Class A Inquiry means an inquiry identified as an “A” inquiry in the Gas Leak and Emergency Calls Protocol and includes an inquiry relating to a Gas leak or Emergency;

Class B Inquiry means an inquiry identified as a “B” inquiry in the Gas Leak and Emergency Calls Protocol and includes an inquiry relating to a Gas leak or Emergency;

Class C Inquiry means an inquiry identified as a “C” inquiry in the Gas Leaks and Emergency Calls Protocol and includes an unplanned Interruption;

Commencement Date means in respect of an Agreement, the date of execution of the Agreement;

Confidential Information means all:

- (a) know-how, trade secrets, ideas, concepts, technical and operational information owned or used by the parties to an Agreement;
- (b) information concerning the affairs or property of or any business, property or transaction in which the parties to an Agreement may be or may have been concerned or interested;

- (c) details of any Customers of the User; and
- (d) any other information which is to be treated in a confidential manner under a Regulatory Instrument with which a party to an Agreement is required to comply;

Connection means the provision of a New Facility in relation to, and the joining of a Gas Installation to a Distribution Supply Point to allow, the flow of Gas to the Gas Installation through the Distribution Supply Point (but does not include Turn On);

Connection Charge means the charge for Connection (if any) determined pursuant to the Access Arrangement or the Distribution System Code (excluding a Tariff D Connection Charge or Tariff L Connection Charge);

Connection Request means a request in a form reasonably required by the Service Provider given by the User to the Service Provider requesting Connection or Turn On;

Controller has the same meaning as defined in the Corporations Act;

Corporations Act means the Corporations Act 2001;

CPI for a particular Calendar Year is:

- (a) the consumer price index: all groups index for the eight state capitals as published by the Australian Bureau of Statistics for the September quarter immediately preceding the start of the relevant Calendar Year

divided by

- (b) the consumer price index: all groups for the eight state capitals as published by the Australian Bureau of Statistics for the September quarter immediately preceding the September quarter referred to in paragraph (a)

minus one;

Curtail means to temporarily reduce the injection or withdrawal of Gas to or from the Distribution System;

Customer means a customer of the User at a Distribution Supply Point;

Customer MHQ means the maximum hourly Quantity of Gas, expressed in gigajoules per hour (GJ/hour), for delivery to a Tariff D Distribution Supply Point or Tariff L Distribution Supply Point initially nominated by the User to the Service Provider and agreed to by the Service Provider in writing and then as agreed from time to time between the parties to an Agreement;

Default Rate means on any date the rate percent per annum which is the aggregate of 2% per annum and the Bank Bill Rate;

Declared Retailer of Last Resort Event means the occurrence of an event whereby an existing User for Customers is unable to continue to supply gas and Customers of that User are transferred to the declared retailer of last resort, and as a result the Service Provider incurs materially higher or lower costs in providing Reference Services than it would have incurred but for that event.

Deemed Contract means a contract between the Service Provider and a Customer under section 48 of the GIA;

Disconnection means the carrying out of work to prevent the withdrawal of Gas at a Distribution Supply Point;

Disconnection Request means a request in a form reasonably required by the Service Provider given by the User to the Service Provider requesting the Disconnection and which must include the reason for requesting the Disconnection;

Distribution Area has the same meaning as defined in Schedule 2 of the Distribution Licence;

Distribution Demand Tariff Component means a Haulage Reference Tariff Component as described in clause 5.3 of the Reference Tariff Policy (as varied from time to time) and *[expressed in \$/GJ for Annual MHQ]*;

Distribution Fixed Tariff Component means a Haulage Reference Tariff Component of Haulage Reference Tariff as described in clause 5.1 of the Reference Tariff Policy (as varied from time to time) and is expressed in \$/day.

Distribution Licence means the licence of that name to provide services by means of a distribution pipeline granted to the Service Provider by the Regulator under the GIA;

Distribution Pipeline has the same meaning as in the GIA;

Distribution Services means:

- (a) Reference Services in relation to Customers;
- (b) where the User is a gas Retailer within the meaning of clauses 12(9) and 13(10) of the Order-in-Council made under section 68 of the Gas Industry Act 2001 on 15 November 2001 (Gazette No. G 46 at page 2865), the activities and tasks set out in Schedule 1 of that Order;
- (c) such Services other than Reference Services that the Service Provider has agreed to provide to the User as set out in Schedule 2 of the Terms and Conditions (including a Tariff D Connection and Tariff L Connection); and
- (d) Connection (other than a Tariff D Connection or Tariff L Connection);

Distribution Supply Point means a point on the Distribution System at which Gas is capable of being withdrawn from the Distribution System for delivery to a Customer, which is normally located at the outlet of a Meter and includes a “supply point” and an “ancillary supply point” as defined in the Gas Industry (Residual Provisions) Act 1994 (Victoria) in relation to a Distribution System;

Distribution System means that part of the Gas Distribution System which is more particularly described in the plan of the Distribution System lodged with the Regulator and any Extension or Expansion of the Distribution System that is covered by the Access Arrangement;

Distribution System Code means the Victorian Gas Distribution System Code issued by the Regulator, compliance with which is a condition of the Distribution Licence;

Distribution Volume Tariff Component means a Reference Tariff Component described in clause 5.2 of the Reference Tariff Policy (as varied from time to time) and expressed in \$/GJ for GJs of Gas withdrawn in the Peak Period, in the Shoulder Periods or in the Off-Peak Period;

Economic Feasibility Test means the test that determines whether the Anticipated Incremental Revenue generated by the New Facility exceeds the New Facilities Investment for the purposes of section 8.16 of the Access Code;

Emergency has the same meaning as in the Distribution System Code;

ESC Act means the Essential Services Commission Act 2001 (Victoria);

Estimated Meter Reading has the same meaning as in the Retail Gas Market Rules;

Expansion has the same meaning as in the Distribution System Code;

Extension means extending a Pipeline to enlarge the area to which Gas may be, or is, supplied, including (for the avoidance of doubt) extensions which connect together pre-existing pipeline systems;

Financial Failure of a Retailer Event means the occurrence of an event whereby a User is subject to an Insolvency Event, and as a consequence the Service Provider does not receive revenue which it was otherwise entitled to for the provision of References Services.

First Access Arrangement Period means the period commencing on 1 January 1998 and ending on 31 December 2002;

Force Majeure Event has the same meaning as force majeure in the Distribution System Code;

Fourth Access Arrangement Period means a period of at least 5 Calendar Years commencing on 1 January 2013;

FRC (Full Retail Contestability) means the date on which there ceases to be in effect an Order in Council made under section 35 of the GIA;

FRO (Financially Responsible Organisation) has the same meaning as in the Retail Gas Market Rules;

Gas has the same meaning as Gas in the Distribution System Code;

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

Gas Distribution Company has the same meaning as in the GIA;

Gas Distribution System has the same meaning as in the GIA;

Gas Installation has the same meaning as in the Distribution System Code;

Gas Installer has the same meaning as in the Distribution System Code;

Gas Interface Protocol has the same meaning as in the Retail Gas Market Rules;

Gas Leaks and Emergencies Number means the Service Provider's contact telephone number as stated in clause 9.1(d) of the Agreement;

Gas Leaks and Emergencies Calls Protocol means the Gas Leak and Emergency Calls, "A" to "C" Priority, version 1.2 as approved by the Victorian Gas Retail Rules Committee;

Gas Retail Code means the code of that name being a determination of the Regulator under section 43 of the GIA;

GIA means the Gas Industry Act 2001 (Victoria), as amended from time to time;

GJ means Gigajoule. 1 GJ is equal to one thousand million Joules (1,000,000,000J);

Glossary means this glossary;

GST means goods and services tax or similar value added tax levied or imposed in the Commonwealth of Australia pursuant to the GST law;

GST law has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Guaranteed Service Levels or **GSLs** means the standard of service that must be provided by the Service Provider in respect of certain Distribution Services as set out in a Regulatory Instrument;

Guarantor has the meaning given in clause 7.8(a)(1)(B) of the Terms and Conditions;

Haulage Reference Services means:

- (a) allowing injection of Gas at Transfer Points;
- (b) conveyance of Gas from Transfer Points to Distribution Supply Points; and
- (c) allowing withdrawal of Gas at Distribution Supply Points;

except to the extent that:

- (d) before the start of the Second Access Arrangement Period the Service Provider and the User have agreed in writing that specific pricing applies to that Service;
- (e) after the start of the Second Access Arrangement Period, the Service Provider and the User agree in writing or in such other form as approved by the Regulator that the Service is not to be a Haulage Reference Service; or
- (f) the Services are provided to a Transfer Point between a Distribution Pipeline by means of which the Service Provider provides Services and a Distribution Pipeline by means of which another Gas Distribution Company (which is not exempt from the requirement to hold a licence because of an Order under section 24 of the GIA) provides Services;

Haulage Reference Tariff means the tariff that applies to Haulage Reference Services;

Haulage Reference Tariff Component means an individual price element comprising part of a Haulage Reference Tariff;

Haulage Reference Tariff – Non-residential D means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Non-residential D";

Haulage Reference Tariff – Non-residential L means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Non-residential L";

Haulage Reference Tariff – Non-residential V means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Non-residential V";

Haulage Reference Tariff – Non-residential V Gippsland Towns means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Non-residential V Gippsland Towns";

Haulage Reference Tariff – Non-residential V Yarra Valley Towns means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Non-residential V Yarra Valley Towns";

Haulage Reference Tariff – Residential V means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Residential V";

Haulage Reference Tariff – Residential V Gippsland Towns means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Residential V Gippsland Towns";

Haulage Reference Tariff – Residential V Yarra Valley Towns means the tariff specified in Schedule 1 of the Reference Tariff Policy under the heading "Haulage Reference Tariff – Residential V Yarra Valley Towns";

Heating Value has the same meaning as in the Gas Safety (Gas Quality) Regulations 1999 (Victoria);

Inquiry means an inquiry or consultation commenced by the Ombudsman under its constitution;

Insolvency Event means the happening of any of the following events in relation to a party to an Agreement:

- (a) an order is made that it be wound up or that a Controller be appointed to it or any of its assets;
- (b) a resolution that it be wound up is passed;
- (c) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
- (d) an administrator is appointed to it (other than by the Regulator pursuant to the party's licence under the GIA) or a resolution that an administrator be appointed to it is passed;
- (e) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors;
- (f) any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
- (g) it is insolvent within the meaning of Section 95A of the Corporations Act, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; or
- (h) it stops or suspends:
 - 1) the payment of all or a class of its debts; or
 - 2) the conduct of all or a substantial part of its business; or
- (i) if the User is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction;

Intellectual Property means all rights in all trade marks, patents, copyrights, designs and other similar legally enforceable rights anywhere in the world owned, used, or intended to be used, by the parties which are developed jointly by the parties in the provision of the Distribution Services whether or not registered, registrable or patentable;

Interruption means the planned or unplanned temporary stoppage of Supply to one or more Distribution Supply Points;

J means Joule; a unit of energy as defined in AS1000-1979 "The International System of Units (SI) and its Application";

Licence Fee means the licence fee and other fees and charges in respect of the Distribution Licence paid or payable by the Service Provider under its Distribution Licence as directed by the Regulator.

Main has the same meaning as in the Distribution System Code;

Meter has the same meaning as in the Distribution System Code;

Metering Installation means the Meter and associated equipment and installations which may include correctors, regulators, filters, data loggers and telemetry relating to a Distribution Supply Point;

Metering Data means data pertaining to the measure of the quantity of Gas flow obtained from a Metering Installation;

Meter Reading has the same meaning as in the Retail Gas Market Rules including as if the reference in that definition to a “reading period” included the period of an invoice;

MHQ means the maximum Quantity of Gas (in GJ) withdrawn at a Distribution Supply Point in any hour;

MIRN means in relation to a Distribution Supply Point at any time, the metering installation registration number for that Distribution Supply Point including the checksum for that MIRN;

MSO Rules has the same meaning as defined in the GIA;

Negative Pass Through Amount means, in relation to the occurrence of a Relevant Pass Through Event, an amount that the Service Provider is required to pay to its Users or a factor by which amounts the User is required to pay the Service Provider are reduced;

Net Financing Cost means the surplus of the estimated New Facilities Investment in relation to, and Non Capital Costs of, the Extension within the Access Arrangement Period in which the Extension is commenced over the present value of the estimated incremental revenue that would be derived directly from the Extension or Expansion within that period;

New Connection Process Event means the variation of an existing, or introduction of a new, Regulatory Instrument requiring the Service Provider to be directly responsible to a Customer for Connection.

Non-Reference Service Charge means the amount payable by the User for the provision of Services other than Reference Services, being the amount as set out in Schedule 2 of the Terms and Conditions or as agreed between the parties to an Agreement or determined pursuant to the Access Code;

Non-Residential Customer means any Customer other than a Residential Customer;

Non-Residential Haulage Reference Service means a Haulage Reference Service described as such in clause 5.1.1 of Part A of this Access Arrangement;

Off-Peak Period means the period of a Calendar Year other than the Peak Period and the Shoulder Periods;

Ombudsman means the Energy and Water Ombudsman (Victoria) or any other ombudsman approved by Regulator for the purposes of the User’s Retail Licence;

Pass Through Amount means a Positive Pass Through Amount or a Negative Pass Through Amount;

Peak Period means the period of 1 June to 30 September of a Calendar Year;

Positive Pass Through Amount means, in relation to the occurrence of a Relevant Pass Through Event, an amount that a User is required to pay to the Service Provider or a factor by which amounts the User is required to pay the Service Provider are increased;

Quantity means, in relation to Gas, the energy content of that Gas calculated by multiplying its volume in cubic metres at a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kPa by its Heating Value;

Reconciliation Amount means that amount payable in respect of Unaccounted for Gas calculated by VENCorp in accordance with the Distribution System Code;

Reconnect means the Turn On for or in respect of a Customer following the Disconnection of the Distribution Supply Point at which Gas was prior to Disconnection, withdrawn by or in respect of that Customer;

Reference Service means the Haulage Reference Services and Ancillary Reference Services as defined in clause 5.1 of Part A of this Access Arrangement;

Reference Tariff means the Haulage Reference Tariffs and Ancillary Reference Tariffs and as varied pursuant to the Reference Tariff Policy;

Reference Tariff Class refers to Distribution Supply Points which are assigned to the same Haulage Reference Tariffs;

Reference Tariff Policy means the Reference Tariff Policy set in out Part B of this Access Arrangement;

Regulator means the Essential Services Commission, a statutory corporation established under the ESC Act, or any successor agency that becomes responsible for the functions conferred on the Essential Services Commission under a Regulatory Instrument;

Regulatory Instrument means the Access Act, Access Law, Access Code, GIA, Gas Safety Act 1997 (Victoria) and other legislation, any subordinate legislation, licence, code, rules, sub-code, guideline, safety case, order or regulation regulating the gas industry in Victoria, or elsewhere if applicable, whether made under the GIA or other applicable legislation having jurisdiction over the relevant party, including the MSO Rules and the Distribution System Code;

Regulatory Year means a period of 12 months ending on 31 December each year;

Related Body Corporate means an entity which is related to another entity within the meaning of section 9 of the Corporations Act;

Relevant Pass Through Event means:

- (a) a Change in Taxes Event;
- (b) the Financial Failure of a Retailer Event;
- (c) a Declared Retailer of Last Resort Event;
- (d) a New Connection Process Event; or
- (e) a Victorian Energy Efficiency Target Scheme Event.

Relevant Tax means:

- (a) any royalty, duty, excise, tax, impost, levy, fee charge, (including, but without limitation, any GST) imposed by any Authority in respect of the repair, maintenance, administration or management of the Distribution System (or any part of it) or in respect of the provision of Reference Services or the receipt of revenue in respect of the provision of Reference Services, but excluding:
 - (1) income tax (or State equivalent income tax) and capital gains tax;
 - (2) stamp duty, financial institutions duty, bank account debits tax or similar taxes or duties;
 - (3) penalties and interest for late payment relating to any tax, royalty, duty, excise, impost, levy, fee or charge;
 - (4) any charge associated with the introduction of FRC; and
 - (5) any tax or charge which replaces the taxes or charges referred to in (1) to (5);
- (b) costs associated with changes in service standards but only where the Service Provider has been directed, ordered or required as a result of legislation or regulatory arrangements to make such a change in service standards; and

- (c) costs associated with the retailer of last resort scheme implemented under section 34 of the GIA.

Required Bank Guarantee Amount means the amount of the Bank Guarantee calculated by the Service Provider under clauses 7.8(c) or 7.8(d) of the Terms and Conditions;

Residential Customer means a Customer who uses Gas primarily for domestic purposes;

Residential Haulage Reference Service means a Haulage Reference Service described as such in clause 5.1.1 of Part A of this Access Arrangement;

Retailer has the same meaning as gas retailer in the GIA;

Retail Contract means a contract as defined under the Gas Retail Code;

Retail Gas Market Rules means the rules approved by the Regulator under section 65 of the GIA;

Retail Licence means a licence to sell Gas granted to a Retailer by the Regulator under Part 3 of the GIA;

Retail Services means the following services that are provided by a User to the Service Provider at the Service Provider's request:

- (a) processing of GSL payments under clause 7.6 of the Terms and Conditions;
- (b) notification of Reference Tariffs under clause 9.10(c) of the Terms and Conditions;
- (c) provision of information and documentation to Customers under clause 9.12(b) of the Terms and Conditions;
- (d) delivering to a Customer any notification, information or documentation as requested by the Service Provider under clause 9.12(e) of the Terms and Conditions; and
- (e) delivering to a Customer information as requested by the Service Provider under clause 13.2(b)(3) of the Terms and Conditions.

but does not include any such services to the extent that the User is obliged to perform those services under the Regulatory Instruments;

Second Access Arrangement Period means a period commencing on 1 January 2003 and ending on 31 December 2007;

Services Policy means the policy contained in clause 5.1 of this Access Arrangement;

Service Provider means Multinet Gas (DB No.1) Pty Ltd and Multinet Gas (DB No.2) Pty Ltd Trading as Multinet Gas Distribution Partnership;

Shoulder Periods means the periods 1 May to 31 May and 1 October to 31 October of a Calendar Year;

Specifications means the quality specifications prescribed by the Gas Safety (Gas Quality) Regulations 1999 (Victoria);

Substituted Meter Reading has the same meaning as in the Retail Gas Market Rules;

Supply means the delivery of gas;

System Wide Benefits Test means the test applied to determine whether a New Facility has system wide benefits that justify the approval of a higher Reference Tariff for all Users;

Tariff Control Formula means the formulae described in clause 3.1 of the Reference Tariff Policy that applies to Haulage Reference Tariffs;

Tariff D Customer means a Customer in respect of whom the User is charged Haulage Reference Tariff – Non-residential D;

Tariff D Distribution Supply Point means a Distribution Supply Point to which is assigned Haulage Reference Tariff – Non-residential D as determined by the application of clause 1 of the Reference Tariff Policy;

Tariff D Connection means the Connection and maintenance of the Connection at a Tariff D Distribution Supply Point;

Tariff D Connection Charge means a Non-Reference Service Charge for a Tariff D Connection;

Tariff L Customer means a Customer in respect of whom the User is charged Haulage Reference Tariff – Non-residential L;

Tariff L Distribution Supply Point means a Distribution Supply Point to which is assigned Haulage Reference Tariff – Non-residential L as determined by the application of clause 1 of the Reference Tariff Policy;

Tariff L Connection means the Connection and maintenance of the Connection of a Tariff L Distribution Supply Point;

Tariff L Connection Charge means a Non-Reference Service Charge for a Tariff L Connection;

Tariff V Customer means a Customer in respect of whom the User is charged Haulage Reference Tariff – Residential V, Haulage Reference Tariff – Residential V Gippsland Towns, Haulage Reference Tariff – Residential V Yarra Valley Towns or Haulage Reference Tariff Non-residential V;

Tariff V Distribution Supply Point means a Distribution Supply Point to which is assigned Haulage Reference Tariff – Residential V, Haulage Reference Tariff – Residential V Gippsland Towns, Haulage Reference Tariff – Residential V Yarra Valley Towns or Haulage Reference Tariff Non-residential V as determined by the application of clause 1 of the Reference Tariff Policy;

Terms and Conditions means the terms and conditions referred to in clause 5.3 of Part A and as set out in Part C of this Access Arrangement;

Third Access Arrangement Period means a period of at least 5 Calendar Years commencing on 1 January 2008;

Transfer Point means a point at which Gas is transferred from:

- (a) a Transmission Pipeline to a Distribution Pipeline, or
- (b) a Distribution Pipeline to a Distribution Pipeline;

Transmission System has the same meaning as in the Distribution System Code;

Transmission Pipeline has the same meaning as in the GIA;

Turn On means the act of turning on Supply including the removal of any locks or plugs used to isolate Supply or reinstallation of a Meter if it has been removed, performance of a safety check and the lighting of appliances where necessary;

Unaccounted for Gas has the same meaning as in the Distribution System Code;

VENCorp means the Victorian Energy Networks Corporation established under Part 2A of the GIA and includes any successor body and any body who assumes the rights of VENCorp pursuant to any privatisation and any successor of that body;

VENCorp Meter Register has the same meaning as in the MSO Rules; and

Victorian Energy Efficiency Target Scheme Event means an announcement by the Victorian Government of the introduction of a scheme to reduce household greenhouse gas emissions after which an independent expert forecasts that the scheme will reduce Gas consumption by Residential Customers by more than was allowed for by the Regulator arising from the then Victorian Energy Efficiency Target scheme policy of the Victorian Labor Party in the Regulator's decision under sections 2.38, 2.41 or 2.42 (as the case may be) for the Third Access Arrangement Period.

X has the same meaning as in clause 3.1 of the Reference Tariff Policy.