RETAIL MARKET PROCEDURES (WA)

PREPARED BY:	AEMO - Markets/Market Enhancement
VERSION:	TBA
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STATUS:	DRAFT

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Version Number	Effective Date	Comments	Authority
1	31/10/16	Version 1 of the procedures was developed from version 6.9 of the Retail Market Rules that governed REMCo. Changes include: • C01/16R – Customer Transfer on Non-Business Days (amends clause 2 to clarify which customers can transfer on non-business days); • C02/16C – AEMO Transfer (amends the procedures, AEMO Specification Pack, and FRC Hub Operational Terms and Conditions to provide for the transfer of responsibility for operation of the WA gas retail market from REMCo to AEMO); • C03/16R – Verbal Consent for Large Customers (amends Appendix 6 to allow large customers to provide verbal explicit informed consent).	Economic Regulation Authority
2	31/03/17	Updates made to clause 78 and 255 as per change IN001/16W and IN002/16W.	Economic Regulation Authority
3	30/04/2018	Updates to chapter 9 as per change IN002/17W and updates to clause 102 as per change IN003/17W.	Economic Regulation Authority.
4	1/06/2018	Add new clause (362B) that allows regulator fees to recover costs for the Economic Regulation Authority (ERA) as per IN004/17W.	Economic Regulation Authority.
5	22/02/2019	Updates to clauses 323A and 32 as per changes IN002/18W and IN005/18W	Economic Regulation Authority
6	29/03/2019	Update to clause 14 and add new definition for 'address based identifiers'	Economic Regulation Authority
7	20/09/2019	Add new clause 74A Complete MIRN Listing and add the clause 74A reference in audit and EIC clauses.	Economic Regulation Authority
8	TBA	Update to tidy up RMP	Economic Regulation Authority

Contents

INTRODUCTION

PURPOSE

In 2003, the Western Australian Government amended the *Energy Coordination Act 1994* (WA) to implement full retail contestability in the State's gas retail markets.

Retail Energy Market Company Limited ("REMCo") was established by WA gas retail market participants in 2004 to develop and operate cost-efficient and effective retail market arrangements to facilitate gas retail competition in Western Australia and South Australia. However, on 1 October 2009, REMCo transferred responsibility for operation of the South Australian gas retail markets to the Australian Energy Market Operator ("*AEMO*").

The remaining REMCo Members subsequently agreed to transfer the WA gas retail market operation to *AEMO* on 31 October 2016.

The purpose of these WA Gas Retail Market Procedures (the "*procedures*") is to govern the interactions between *participants*, *pipeline operators*, *prescribed persons* and *AEMO* in the Western Australian gas retail market.

STATUS

The Gas Retail Market Scheme

Under section 11ZOB of the *Energy Coordination Act 1994* (WA), the purpose of a retail market scheme for a distribution system is to ensure that the retail gas market supplied through that system is regulated and operates in a manner that is open, competitive, efficient, and fair to gas market participants and their customers

Each retail market scheme must have a formal entity to administer the scheme and *AEMO* has been appointed as the formal entity for the WA gas retail market.

The *WA Gas Retail Market Agreement* operates as a contract between *Scheme participants* (under section 11ZOF of the *Energy Coordination Act 1994* (WA)), and requires *AEMO* and the *Scheme participants* to comply with these *procedures*. As a result, these *procedures* are a contractual term of the *WA Gas Retail Market Agreement*, so *Scheme participants* or *AEMO* may bring an action to enforce the terms of the *WA Gas Retail Market Agreement* (including a provision of these *procedures*) against the other *Scheme participants* or against *AEMO* itself.

Regulatory status

Under section 11ZOC of the *Energy Coordination Act 1994* (WA), where there is more than one gas distribution operator or retail gas operator on a gas distribution system, each gas distribution operator and retail gas operator must be bound by agreement to comply with the relevant provisions of an "approved retail market scheme" for that distribution system.

The *WA Gas Retail Market Agreement* is the agreement between gas distribution operators and retail gas operators for the AEMO Scheme for the WA gas retail market, and requires *AEMO* and the *Scheme participants* to comply with these *procedures*.

In addition, gas transmission operators and persons prescribed under regulations pursuant section 11ZOD of the *Energy Coordination Act 1994* (WA) regulations must comply with the relevant provisions of the "retail market rules" made as part of an approved retail market scheme for a distribution system. These *procedures* are the "retail market rules" made as part of the approved retail market scheme.

The Western Australian Minister for Energy approved the REMCo Scheme under section 44 of the *Energy Legislation Amendment Act 2003* (WA) in 2004; and in 2016, the *Economic Regulation Authority* approved amendments to the REMCo Scheme under section 11ZOM of the *Energy Coordination Act 1994* (WA) to amend the REMCo Scheme into the *AEMO* sScheme. The elements of the *AEMO* Scheme are the *WA Gas Retail Market Agreement*, these *procedures*, the *AEMO Specification Pack*, and the *FRC Hub Operational Terms and Conditions*.

Amendments to the *AEMO* Scheme must be submitted to the *Economic Regulation Authority* under section 11ZOL of the *Energy Coordination Act 1994* (WA) for approval under section 11ZOM of the *Energy Coordination Act 1994* (WA).

OTHER RELEVANT DOCUMENTS

These *procedures* are one element of the retail market arrangements that *AEMO* operates for the Western Australian gas market. These *procedures* should be read in conjunction with:

- the following documents that relate to the operation of the WA gas retail market and the related Gas Retail Market System; and the manner in which *participants*, *pipeline operators*, *prescribed persons*, and *AEMO* interact in the gas market:

    o the *WA Gas Retail Market Agreement*;

    o the *AEMO Specification Pack*;

    o the User Guidelines for the *AEMO Specification Pack*; and

    o the *FRC Hub Operational Terms and Conditions*; and

- all applicable *laws*.

Chapter 1 – Interpretation and administration of the procedures

Part 1.1 –Definitions and interpretation

1. There is no clause 1

2. Definitions

In these *procedures*, unless the contrary intention appears:

ΔBWRA or *delta basic-meter withdrawal reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 237.
ΔPI or *delta pipeline injection*	for a *gate point*, is a quantity of gas and is calculated under clause 238(3).
ΔSBRA or *delta summed basic-meter reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 234.
ΔUAFG or *delta unaccounted for gas*	for a *sub-network*, is a quantity of gas and is calculated under clause 240(2).
above 10 TJ determination	means a determination made by the *network operator* under clause 139 or clause 140 to indicate that the *user* believes the gas deliveries to a customer at a *delivery point* will likely exceed 10 TJ in the year immediately following the day of determination.
accepted part	has the meaning given to it in clause 194(2).
Access Arrangement	means an arrangement for third-party access to, as the case may be, a *network operator's network* or a *pipeline operator's pipeline*, in either case approved under the *National Gas Access (Western Australia) Law*.
accurate	includes complete, correct and current (where applicable, subject to the time frames for updating the *AEMO registry* and *network operators'* databases under these *procedures*).

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active GBO identification	means the status of a person's *GBO identification* in the *AEMO registry* is neither "suspended" nor "deregistered".
active in the market	has the meaning given ~~to it under~~in clause 377B(1).
actual allocation proportion	has the meaning given ~~to it under~~in clause 249.
actual UAFG	has the meaning given ~~to it under~~in clause 230(1).
actual value	means, subject to clause 157(2), a value calculated under clause 155, and to avoid doubt includes a *deemed actual value*.
	{Note: clause 157(2) permits a *substituted value* to be used in place of an *actual value*.}
	{Note: For a *basic-metered delivery* point, an *actual value* may be calculated after undertaking either a *scheduled meter reading* or a *special meter reading* and also for the purposes of a *deemed meter reading*.}
additional service	means an activity undertaken by *AEMO* upon request from a *Scheme participant* which is additional to an activity that *AEMO* is otherwise required to perform under the *procedures*.
additional service charge	means a charge determined by *AEMO* which recovers any costs incurred by *AEMO* where the total costs were in excess of $5,000 arising from the provision of an *additional service* to a *Scheme participant* where, in *AEMO's* opinion, that *additional service* will provide a benefit only to that *Scheme participant* and no benefit will be provided to:
	(i) any other *participant/s* or *prescribed person/s*, not being any *related body corporate/s* of the *Scheme participant; or*
	(ii) generally, a retail gas market.
	{Note: the definition of a "prescribed person" is any shipper, swing service provider, or self-contracting user}.
address based identifiers	means, in relation to the address standard specified in the *AEMO Specification Pack*, the attributes that make up the *address based identifiers* are street type, street suffix, flat or unit type, floor or level type, and postal delivery type.
addressee	has the meaning given ~~to it~~ in clause 12A(1).
adjusted non-user-specific amount	has the meaning given ~~to it under~~in clause 272.

adjusted user-specific amount	has the meaning given ~~to it~~ in clause 274.
AEMO	means the Australian Energy Market Operator Limited (ACN 072 010 327).
AEMO information system	means *AEMO's* equipment, hardware and software (including the *AEMO registry*) used to perform *AEMO's* obligations under these *procedures*.
AEMO registry	means the database maintained by *AEMO* under clause 19(1), containing at least the *AEMO standing data* and the information referred to in clause 22(4). {Note: The information referred to in clause 22(4) relates to *GBO identifications*.}
AEMO Specification Pack	means the suite of documents, as approved by *AEMO* and the *approving body*, to support the operation of these *procedures*, which includes governing the manner and form in which information is to be provided, notice given, *notices* or documents delivered, and requests made as contemplated by these *procedures*.
AEMO standing data	in relation to a *delivery point*, means the information set out in clause 20(1) for the *delivery point*.
affected gas day	means the *gas day* specified in the *notice*~~on~~ which *AEMO* sends ~~a notice~~ under clause 301A(3)(a).
allocation instruction	means a *notice* under clause 188 from a *user* to *AEMO* specifying how the *user's injections* into a *sub-network* are to be allocated between the *shippers injecting* gas into the *sub-network* on the *user's* behalf for a *gas day*.
allowable period	means the period of 102 days after the lodgement of a *transfer request* under clause 80.
annual adjustment date	has the meaning given ~~to it under~~in clause 362A(4).
anticipated annual consumption	means the annual volume of gas anticipated by a *network operator* to be withdrawn at a *delivery point*, determined in accordance with Appendix 2.
ANUSA bid or adjusted non-user-specific swing service amount bid	has the meaning given ~~to it under~~in clause 288.
applied request	has the meaning given ~~to it~~ in clause 270.
appointor	has the meaning given ~~to it under~~in clause 359(2).

approving body	means the person to whom proposed *procedures* must be submitted for approval under the *Energy Coordination Act 1994* (WA).

> {Note: At the time version 1 of the *procedures* commenced, the person to whom proposed procedure changes must be submitted for approval is the Economic Regulation Authority.}

as-retrieved	means data as retrieved from field equipment by *telemetry* without any examination of the data to determine the validity or completeness of the data or whether there are any obvious errors or omissions in the data.
associated persons	has the meaning given ~~to it under~~in clause 376.
auditor	means an auditor appointed under Part 7.2.
AUSA bid or *adjusted user-specific swing service amount bid*	has the meaning given ~~to it under~~in clauses 287 and 288.
automated response message	means an email (**"reply email"**) sent automatically, subject to clause 12A(4), upon receipt of an email (**"original email"**), where the *reply email* is sent from an *addressee's information system* to the *sender* of the *original email*, acknowledging that the *original email* has been received by the *addressee's information system* and containing:

    (a) the name of the *originator* of the *original email*;

    (b) at least the time, date and subject title of the *original email*;

> {Note: The easiest means to record this information may be to include the whole of the *original email*, preferably excluding attachments, within the *reply email*.}

    (c) the name of the *addressee* of the *original email*; and

    (d) the date and time the *original email* was received by the *addressee's information system* (which in the absence of evidence to the contrary is taken to be the creation date of the *reply email*).

basic meter	means a *meter* which is not an *interval meter*.

> {Note: This includes all *meters* which are not read daily by means of *telemetry*, even if they record gas flow and other data over daily or shorter intervals.}

basic-metered	in relation to a *delivery point*, means that gas deliveries at the *delivery point* are measured by a *basic meter* or *basic meters*.
below 10 TJ determination	means a determination made by the *network operator* under clause 139 or clause 140 to indicate that the user believes the gas deliveries to a customer at a delivery point will likely not exceed 10 TJ in the year immediately following the day of determination.
bid	means a bid by a *swing service provider* to *AEMO* for the provision of *swing service*, and is valid if it meets the criteria set out in clause 282.
bid book	is lodged with *AEMO* under clause 281 and contains one or more *bids* for the provision of *swing service* for the *gas day* to which the *bid book* applies.
bid stack	has the meaning given to it in clause 285.
bulk AEMO standing data	has the meaning given to it in clause 23(1).
bulk AEMO standing data request	has the meaning given to it in clause 23(2).
business day	means the *business hours* of a day that is not a Saturday, Sunday or a public holiday in Western Australia.
business hours	means the period between *start of business* and *close of business*.
cancel	in relation to a *transaction*, means terminate the *transaction* before completion.
claim	includes any claim, legal action or demand.
clause 192(2) notice	has the meaning given to it in clause 192(2).
close of business	means 1700 hours.
commissioned	in relation to a *MIRN*, means that: (a) the *delivery point* has been commissioned by the *network operator* under clause 65(1) (although this does not necessarily mean that the consumer's installation downstream of the *meter* is commissioned nor that the *meter* valve is turned on); and

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(b)   the *delivery point* is not *disconnected* or *permanently removed* (including after the *delivery point* has been *reconnected*); and

includes:

(c)   if the *delivery point's* ability to flow gas has been temporarily interrupted by a means that may be restored by the consumer, rather than a licensed gas fitter or *network operator* (e.g.i.e. where the *meter* valve has merely been switched off); and

> {Note: The typical means used to achieve this temporary interruption is closure of the *meter* valve and this may occur for non-application, non-payment or final read/move out.}

(d)   short interruptions to the *delivery point's* ability to flow gas due to *network* maintenance such as a *meter* change.

> {Note: This will include instances where the *meter* valve was left closed after a *meter* change due to a "drop on supply", i.e. the consumer's installation was unable to hold pressure.}

compensable swing quantity	has the meaning given to it in clause 300300A(9)(a).
compensating person	has the meaning given to it underin clause 300A(1).
complete MIRN listing	means Aa listing created and administered by a *network operator* that comprises the *MIRN*, *discovery address*, and *meter number* of every *MIRN* that is recorded in the *MIRN database* of that *network operator*.
compliance panel	means the panel created under clause 309.
confidential information	means confidential and proprietary information of a *participant, pipeline operator*, or *prescribed person*, that: (a) is or might reasonably be expected to be confidential in nature or to be special, unique, proprietary, or to give the person a competitive advantage; or (b) is disclosed in circumstances of confidentiality.
contract note	means a *notice* issued by *AEMO* under clause 296 allocating an amount of *swing service* between a *swing service provider* and a *user*.

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consultation notice	means a *notice* published by *AEMO* under clause 383 (12) or clause 384 (3) (as applicable).
corrected recalculated ratio	means the ratio calculated under clause 176(4)(b).
corrected volume or V~CR~	means the volume of gas corrected to metric standard conditions and for the *basic meters* it is calculated using the following formula: $$V_{CR} = V_{UN} \times \text{pressure correction factor.}$$
cost	includes any cost, charge, expense, outgoing, payment, or other expenditure of any nature whatever.
covered sub-network	means a *sub-network* that is not an *uncovered sub-network*.
current user	in relation to a *delivery point*, means the *user* who is assigned to the *delivery point* in the *AEMO registry*.
customer	means a *person* who takes or intends to take gas from a *user* at a *delivery point*.
DABW or distributed actual basic-metered withdrawal	for a *basic-metered delivery point*, is determined under clause 232.
daily unaccounted for gas reconciliation amount	for a *sub-network*, is a quantity of gas and is calculated under clause 240(3).
data change notice	means a *notice* under clause 27(3) by the *network operator* to *AEMO* regarding a change, or anticipated change, to items 20(1)(f), 20(1)(g), 20(1)(h), 20(1)(k) or 20(1)(l) of the *AEMO standing data* for a *delivery point*.
data change transaction	means the *transaction* initiated by lodgement of a *data change notice*.
decommissioned	in relation to a *MIRN*, means that the *delivery point* has been *disconnected*.
deemed actual value	means the *actual value* contained in a *deemed meter reading*.
deemed meter reading	has the meaning given is defined in clause 148.
delisting request	means a request under clause 173(2)(b) by a *shipper* or a *swing service provider* to *AEMO* to remove the *shipper's* or *swing service provider's* listing from a

shipper register in respect of a *user* and a *sub-network* from a specified *effective date*.

delivery point	means a point defined in a *haulage contract* as the point on the *sub-network* at which a *network operator* delivers gas out of the *sub-network* to a *user.*

{Note: The *delivery point* is normally located at:

(a)   the inlet of a *gas installation* at a *customer's* premises; or

(b)   the outlet of a *meter* at a *customer's* premises.

Usually, after the *network operator* delivers the gas to the *user*, the *user* immediately on-delivers it to a *customer.*}

delivery point transaction	in relation to a *delivery point*, means any or all of a *new connection confirmation notice*, a *permanent removal confirmation notice* and a *transfer*.
~~*delta basic-meter withdrawal reconciliation amount* or *ΔBWRA*~~	~~, for a *user*, is a quantity of gas and is calculated under clause 237.~~
~~*delta pipeline injection* or *ΔPI*~~	~~for a *gate point*, is a quantity of gas and is calculated under clause 238(3).~~
~~*delta summed basic-meter reconciliation amount* or *ΔSBRA*~~	~~for a *user*, is a quantity of gas and is calculated under clause 234.~~
~~*delta unaccounted for gas*~~	~~for a *sub-network*, is a quantity of gas and is calculated under clause 240(2).~~
deregistered	in relation to a *MIRN*, means that the *delivery point* has been *permanently removed*.

{Note: When a *MIRN* is *deregistered*, subject to Division 2.2.3, the process is irreversible, see clause 133(2). Except if a valid *error correction notice* has been accepted by *AEMO* under clause 35(a) in respect of an incorrect *permanent removal confirmation notice*, a *deregistered MIRN* may never be allocated another *MIRN status*, may never be *transferred*, and takes no part in calculations or allocations under Chapter 5. If supply is recommenced at the supply address, a new *MIRN* will be issued.}

disconnected	in relation to a *delivery point*, means that the *delivery point's* ability to flow gas has been temporarily interrupted in such a manner that gas flow may not lawfully be restored by the *customer*.

{Note: This means, for example, that either the regulator has been removed, the *meter* has been temporarily removed, or the *meter* valve has been locked by the *network operator*. The *user* remains responsible for the *delivery point.*}

disconnection confirmation notice	means a *notice* under clause 112 from a *network operator* to *AEMO* advising *AEMO* that a *delivery point* has been *disconnected*.
disconnection notice	means a *notice* under clause 105(3) from a *user* to a *network operator* requesting *disconnection* of a *delivery point* specified in the *notice*.
disconnection withdrawal notice	means a *notice* under clause 108(2) from a *user* to a *network operator* withdrawing an *open disconnection notice* for a *delivery point* specified in the *disconnection withdrawal notice*.
discovery address	in relation to a *delivery point*, means the address of the premises to which gas is supplied at that *delivery point*, at a minimum including street number (or the equivalent), street name, street identifier, and suburb/city/town. The *discovery address* may also include other specified site address information that conforms with the address standard specified in the *AEMO Specification Pack*. the address of the premises comprising (as applicable):

(a)   flat/unit type; and

{For example: "Flat", "Unit", "Apartment" or "Shop".}

(b)   flat/unit number; and

{For example: "18" or "3A".}

(c)   floor level type; and

{For example: "sublevel", "basement", "ground floor" or "floor".}

(d)   floor level number; and

{For example: "2".}

(e)   building/property name; and

{For example: "North Wing, Treasury Building" or "Brindabella".}

(f)   location; and

{For example: "corner", "near" or "via".}

(g)   house number; and

(h)   house number suffix; and

{For example: "A".}

(i)   lot number; and

~~{Note: Lot numbers are allocated to an address prior to street numbering. }~~

~~(j)   lot number suffix; and~~

~~{For example: "B".}~~

~~(k)   street name; and~~

~~{For example: "Rundle" or "Murray".}~~

~~(l)   street type code; and~~

~~{For example: "St", "Rd", "Ave", or "Blvd".}~~

~~(m)   street suffix; and~~

~~{For example: "N", "S", "E" or "W".}~~

~~(n)   suburb/place/locality; and~~

~~{For example: "Perth", "Mosman Park" or "Mt Lawley".}~~

~~(o)   *State*/Territory; and~~

~~{For example: "WA"}~~

~~(p)   post code.~~

dispute	includes any difference, dispute, matter, question, controversy, *claim* or legal action in connection with or arising out of these *procedures*.
~~*distributed actual basic metered withdrawal* or *DABW*~~	~~for a *basic-metered delivery point*, is determined under clause 232.~~
distribution licence	means a licence that authorises the licence holder: (a) to construct a *GDS* and to transport gas through the *GDS*; or (b) to transport gas through an existing *GDS*, and if required for that purpose to make alterations to the *GDS*, and to operate and maintain the *GDS*. {Note: The classification of a "distribution" licence is set out in section 11D(1)(a) of the *Energy Coordination Act 1994* (WA).}
distribution tariff code	for a *delivery point*, means a code, determined by a *network operator* as a *reasonable and prudent person* and published in accordance with clause 6B, which provides information concerning the applicable haulage tariff and the existence of *delivery point*-specific charges

	under the *user's haulage contract* in respect of the *delivery point*.
dog code	refers to a list of codes contained in the "FRC B2B Systems Interface Definitions" in the *AEMO Specification Pack*.
earlier allocation instruction	means the *allocation instruction* that applied at the start of a *gas day*, being either an *allocation instruction* for the *gas day* or an allocation made by *AEMO* under clause 192(2) for the *gas day*.
earliest transfer day	means the date specified in a *transfer request* as the earliest day on which the *requested transfer* may take place, which for a *move in*, would be the date the *customer* is moving into the premises.
	{Note: the *earliest transfer day* for a *delivery point* with a *basic meter* must be a *business day*, unless otherwise agreed by the *user* and the *network operator*. The *earliest transfer day* for a *delivery point* with an *interval meter* can be any day.}
Economic Regulation Authority	has the same meaning as "Authority" has under the *Energy Coordination Act 1994 (WA)*.
	{Note: At the time these *procedures* commenced, that definition was: "… means the Economic Regulation Authority established by the *Economic Regulation Authority Act 2002*".}
EDD	means effective degree day.
effective date	as used in clause 173 and associated definitions, has the meaning given ~~to it by~~in that clause.
electronic form	means a structured electronic file that is capable of being downloaded.
	{Note: These *procedures* do not prescribe the mode of transmission for a communication in *electronic form*. It may be delivered in any form convenient to the sender and recipient, such as by email, CD-ROM or DVD.}
energy value	means an *actual value*, a *deemed actual value*, an *estimated value* or a *substituted value*, as applicable.
energy value type	means one of the four types of an *energy value*, namely *actual value*, *deemed actual value*, *estimated value* or *substituted value*, as applicable.
error correction notice	means a *notice* under clause 32(6) to *AEMO* regarding a correction to the *AEMO standing data* for a *delivery point* as a result of an incorrect *delivery point transaction*.
error correction objection	means a *notice* under clause 36(2) from a *participant* to *AEMO* objecting to an *error correction transaction*

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lodged in respect of an incorrect *transfer*, for a *delivery point* specified in the *notice*.

error correction objection resolution period	means (as applicable):

(a) if an *error correction objection* is not lodged under clause 36(1) — the period ending when the time allowed for lodging an *error correction objection* under clause 36(1) expires; or

(b) if an *error correction objection* is lodged under clause 36(1) — the period ending when the time allowed for lodging an *error correction objection withdrawal notice* under clause 39(1) expires.

error correction objection withdrawal notice	means a *notice* under clause 39(2) from a *participant* to *AEMO* withdrawing an *open error correction objection* for a *delivery point* specified in the *notice*.
error correction transaction	means the *transaction* initiated by lodgement of an *error correction notice*.
error correction withdrawal notice	means a *notice* under clause 43(3) from a *current user* to *AEMO* withdrawing an *open error correction notice* lodged in respect of an incorrect *transfer*, for a *delivery point* specified in the *notice*.
estimated basic-metered withdrawal	means an amount calculated under these procedures in accordance with clause 226.~~for a basic-metered delivery point is calculated under clause 226.~~
estimated value	means a value calculated under clause 156, and (except in clause 157), does not include an *estimated value* which has been designated under clause 157 to be a *substituted value*.
EUAFG	means estimate of *unaccounted for gas* under clause 229.
exit the market	has the meaning given ~~to it under~~in clause 377B(1).
explicit informed consent	means consent given by a *customer* under clause 349.
final check	has the meaning given ~~to it under~~in clause 269.
first check	has the meaning given ~~to it~~ in clause 269.
flow profile control	in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that:

- within normal equipment tolerances, the *gate point* flow for a *gas day* follows a *profile* and

equals the sum of all *users' user's pipeline nomination amounts* for the *gate point*; and

- the *gate point* discharge pressure is limited to the maximum allowable operating pressure of the *sub-network*.

flow ratio control   in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that:

- within normal equipment tolerances, the *gate point* flow rate is maintained at a pre-determined ratio to the flow rate of all other *gate points* connected to the *sub-network*; and

- the *gate point* discharge pressure is limited to the maximum allowable operating pressure of the *sub-network*.

flow signal   has the meaning given ~~to it~~ in clause 217A.

force majeure event   in relation to any person, means any act~~s~~ beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any obligation of that person under any agreement, but excluding any acts resulting from any action, ~~or~~ omission or default of that person~~,~~ or any agent of that person.

FRC Hub   means the *information system* provided by *AEMO* for the transmission of aseXML messages under these *procedures*.

FRC Hub certification criteria   means the criteria specified in the Connectivity Testing and Technical Certification document within the *AEMO Specification Pack*.

FRC Hub certification process   means the testing process set out in the Connectivity Testing and Technical Certification document within the *AEMO Specification Pack* to ensure that a person's *information system* complies with the requirements of the *FRC Hub Operational Terms and Conditions*.

FRC Hub compliance certificate   means a certificate issued by *AEMO* certifying that the person named in the certificate is entitled to send and receive *notices* under these *procedures* via the *FRC Hub*.

FRC Hub Operational Terms and Conditions   means the terms and conditions published by *AEMO*, that each *user* and *network operator* seeking connection to the *FRC Hub* are obliged to operate under when

	connecting to and issuing or receiving transactions on the *FRC Hub*.
FSS or *swing service fee*	is ~~means the swing service fee~~ calculated under clause 295(1).
full business day	means a full 9 hour period commencing at *start of business* and ending at *close of business*.
	{Examples: If an objection must be lodged within 2 *full business days* after a *process time*, then:
	(a) if the *process time* is 7.59am on Tuesday, the objection must be lodged before 5.00pm on Wednesday; and
	(b) if the *process time* is 8.01am on Tuesday, the objection must be lodged before 5.00pm on Thursday; and
	(c) if the *process time* is 11.00am on Friday, the objection must be lodged before 5.00pm on Tuesday; and
	(d) if the *process time* is 11:00pm on Tuesday, the objection must be lodged before 5:00pm on Thursday}
gas day	means the 24 hour period starting at 0800 hours on a day and ending at 0800 hours on the following day.
gas day D	has the meaning given ~~to it by~~ in clause 3(3).
gas emergency	means either an emergency as defined in Schedule 3 – Gas Supply System Emergencies – of the *Energy Coordination Act 1994* (WA), or that an operator has taken action under clause 2 of Schedule 3 of the *Energy Coordination Act 1994* (WA).
gas installation	has the same meaning as it has under the *Gas Standards Act 1972* (WA).
	{Note: At the time these *procedures* commenced, that definition was "…means any appliance, pipes, fittings or other apparatus installed or to be installed for or for purposes incidental to the conveyance, control, supply or use of gas".}
gas retail consultative forum	means the committee established under clause 381.
gas zone	means a part of a *GDS* which a *network operator* identifies under clause 15 as a gas zone for contractual and operational purposes.
	{Note: In most instances, each *sub-network* will be a single *gas zone*.}
gas zone code	means the 5-digit numeric gas code assigned to each *gas zone* within a *GDS* under Appendix 1.
gate point	for a *sub-network* means a point (which may be the same location as a *physical gate point*), which is

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designated as a gate point under clause 174 for the *sub-network*.

{Note: A *gate point* is also sometimes called a "delivery point" or a "notional gate point" by *pipeline operators*, and a "receipt point" by *network operators*. The *gate point* is usually adjacent to an associated "gate station" and it is the sum of all "physical gate points" from a *pipeline* on a *sub-network*.}

gate point adjustment amount	for a *gate point*, is a quantity of gas and is calculated under clause 243(2).
gate point metering data	has the meaning give to it under clause 152(1)(a).
GBO identification	means the unique gas business operator identifier issued by *AEMO* under clause 22 ~~to AEMO and~~ to each person required to comply with these *procedures*.
GDS	means the gas distribution system being those pipelines owned and operated by a *network operator*.
GST	has the same meaning as it has under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

{Note: At the time these *procedures* commenced, that definition was: "…means tax that is payable under the *GST law* and imposed as goods and services tax by any of these:

(a) the *A New Tax System (Goods and Services Tax Imposition—General) Act 1999* (Cth); or

(b) the *A New Tax System (Goods and Services Tax Imposition—Customs) Act 1999* (Cth); or

(c) the *A New Tax System (Goods and Services Tax Imposition—Excise) Act 1999* (Cth)."}

haulage contract	means a contract between a *network operator* and a *user* for the transportation of gas through the *network operator's GDS* and, for the purposes of clause 86(1), also means that:

(a) any condition precedent to the contract has been satisfied or waived; and

(b) no notice to validly terminate the contract has been issued by a party to the contract to the other party.

hearing	means that part of the *proceeding* during which the *compliance panel* receives oral submissions from *parties*.
heating value	has the same meaning as **"higher heating value"** has in the *Gas Standards (Gas Supply and System Safety) Regulations 2000* (WA):

{Note: *heating value* is also known as "higher heating value" "gross heating value" and "superior heating value".}

{Note: At the time these *procedures* commenced, that definition was: "…means the number of megajoules liberated when one cubic metre of gas is completely burnt in air and all the water formed by the combustion reaction is condensed to the liquid state, under the test conditions set down in ISO 6974 — 1984(E) for the analysis of the natural gas, using ISO 6976 — 1995(E) for the calculations from that analysis".}

heating value data	means the *heating value* for a *gas zone* for a *gas day* that is calculated under clause 169.
historical gas day i	has the meaning given ~~to it under~~in clause 218(3).
historical metering data	means the *metering data* for every *delivery point* in a *network operator's GDS* retained in accordance with clause 168.
historical meter reading data	in relation to a *delivery point*, means the *meter reading data* for the *delivery point* retained under clause 168.
historical period	has the meaning given ~~to it under~~in clause 218(3).
historical AEMO standing data	in relation to a *delivery point*, means the *AEMO standing data* for the *delivery point* retained by *AEMO* under clause 54.
historical AEMO standing data request	means a *notice* under clause 56(4) from a *user* or a *network operator* to *AEMO* requesting *historical AEMO standing data* for a *delivery point* specified in the request.
historical UAFG day	has the meaning given ~~to it~~ in clause 230.
HIW or *hourly interval-metered withdrawals*	has the meaning given in clause 251.
hourly basic-meter withdrawals	means an amount of gas calculated under~~has the meaning given to it in~~ clause 252.
~~*hourly interval-metered withdrawals or HIW*~~	~~has the meaning given to it in clause 251.~~
hourly net system load	has the meaning given ~~to it~~ in clause 252.
~~*hourly sub-network profiled forecast*~~	~~in clause 215(3)(c) means the component for the hour of the sub-network profiled forecast.~~
immediately	in relation to a *notice*, is defined in clause 11(1).

impact and implementation report	means a report under clause 382 from *AEMO* on a *proposed procedure change*.
inaccurate	means not *accurate*.
incoming user	means a *user* or prospective *user* who wishes to withdraw gas at a *delivery point* where another *user* is the *current user*.
indemnifier	has the meaning given ~~to it~~ in clause 366(1).
indemnifying party	has the meaning given ~~to it under~~in clause 377A(1).
index reading	means the numerical reading of a *meter* index, which represents uncorrected volume, as observed by the *meter* reader when physically undertaking a *meter reading*.
index type	means an indicator showing whether a *meter* reads in metric or imperial units. {Note: For the conversion between metric and imperial, refer to clause 6.}

indirect damage	suffered by a person means:
	
	(a) any consequential loss or damage however caused, including any:
	
	    (i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or
	
	    (ii) loss or damage due to business interruption,
	
	whether or not the consequential loss or damage was foreseeable; and
	
	(b) any liability of the person to any other person, or any claim, demand, action or proceeding brought against the person by any other person, and any costs or expenses in connection with the claim, demand, action or proceeding.

information system	means equipment, hardware and software of a person required to comply with these *procedures* which is used to perform the person's obligations under these *procedures*.
injecting	means the process of delivering gas out of a *pipeline*, through a *gate point* and into a *sub-network*.

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{Note: This process will usually be termed "delivery" by the *pipeline operator*, and "receipt" by the *network operator*.}

instantaneous flow rate	has the meaning given ~~to it~~ in clause 217A.
interest rate	means Westpac Banking Corporation's Reference Lending Rate as published from time to time in a newspaper having national circulation.
interested person	means, in relation to a matter:

    (a)   a government representative; or

    (b)   *Economic Regulation Authority*; or

    (c)   any other person that (as applicable) the *Economic Regulation Authority*~~,~~ or *AEMO* considers has a legitimate interest in the matter or should be consulted in relation to the matter.

interval meter	means a *meter* which:

    (a)   is read by means of *telemetry*; and

    (b)   aggregates the flow of gas across time, and records that flow for each hour.

interval-metered	in relation to a *delivery point*, means that gas deliveries at the *delivery point* are measured by an *interval meter*.
invoice period	means:

    (a)   in relation to the *service fee* — the period of 12 calendar months; and

    (b)   in relation to the *market share charge* — the period of a calendar month.

last date of modification	for a *delivery point*, means the date the last update to any item of *AEMO standing data* became effective in the *AEMO registry*.
last valid day	has the meaning given ~~to it~~ in clause 223(2).
law	means all:

    (a)   written and unwritten laws of the Commonwealth, of Western Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of these *procedures*; and

    (b)   judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice,

	Australian Standards or orders given or made under any of those laws or by any government agency or authority.
like day substitution methodology	has the meaning given ~~to that term~~ in ~~0 of~~ Appendix 2.
listing request	means a request by a *shipper* or a *swing service provider* to *AEMO* to list it in the *shipper register* in respect of a *user* and a *sub-network* from a specified *effective date*.
"loan swing service"	means a service whereby a *swing service provider* permits a *user* to 'borrow' (or notionally withdraw) gas from a *pipeline* at a *gate point*, on the terms of a *swing service contract*. To avoid doubt, the provision of a loan swing service by a *swing service provider* involves the supply of a gas capacity service and it does not involve the physical supply of gas.
maintain	includes (as necessary and as applicable) calibrate, test, verify, renew, replace or update.
~~marginal clearing price for the total of all adjusted socialised amounts of swing service or~~ *MCP(ANUSA)*	has the meaning given ~~to it under~~in clause 288.
~~market responsive flow control~~	~~in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that:~~
	~~• within normal equipment tolerances, by following the *pipeline profiled forecast* for that *gate point* determined by *AEMO* under clause 207; and~~
	~~• the *gate point* discharge pressure is limited to the maximum allowable operating pressure of the *sub-network*.~~
market responsive flow control pipeline	means a *pipeline* for which it is intended that the *injections* of gas on a day follow a *pipeline profile forecast* provided by a third party.
market share	with respect to a *user*, who is a *Scheme participant*, at a particular time, means the market share of the *user* determined on the basis of the percentage of *commissioned* and *decommissioned delivery points* for which the *user* is recorded in the *AEMO registry* as the *current user* in Western Australia as compared to the

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	total number of *commissioned* and *decommissioned delivery points* recorded in the *AEMO registry* for Western Australia on the last day of each month.
market share charge	means a variable fee set by *AEMO*, having regard to the principles set out in clause 362A(1) and being based upon *market share*, imposed upon each *user*, who is a *Scheme participant*.
MCP(TSS(BS))	has the meaning given in clause 287(1)~~means the marginal clearing price for the total amount of swing service to be procured through the applicable bid stack~~.
meter	means a device used to directly measure the mass or volume of gas passing through it and includes the associated equipment attached to the device to filter, control or regulate the flow of gas.~~a meter used to measure the amount of gas supplied to a delivery point and includes any associated regulators, pipes, fittings, components, equipment or instruments.~~
	~~{Note: These meters are sometimes referred to as "master meters" or "custody transfer meters", and are not "submeters".}~~
meter number	means a unique identification number allocated to a *meter*.~~the unique alphanumeric identifier assigned to a meter by the network operator or meter manufacturer.~~
meter reading	means reading a *meter* physically or by *telemetry*.
meter reading data	means the data actually obtained by reading a *meter* physically or by *telemetry*, and includes:
	(a) for a *basic meter* — the *index reading*; and
	(b) for an *interval meter* — the *corrected volume* of gas delivered in each hour, and such other data as is required for *verification* by a *network operator* or provided by the *meter* in normal circumstances.
	{Note: The data obtained from different types of *interval meter* varies.}
meter reading route	means a route specified in a *meter reading schedule*.
meter reading schedule	means a schedule provided by a *network operator* to a *user* under clause 144(1), as amended under clause 145.
meter standing data	in relation to a *delivery point,* means the information set out in clause 60(1)(a) to clause 60(1)(j) for the *delivery point*.

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Commented [AP3]: See Ref #8 in Attachment B of the IIR.

meter type	means whether a *meter* is a *basic meter* or an *interval meter*.
metering data	means the information provided by a *network operator* to a *current user* under clause 160, to an *incoming user* under clause 161 and to *AEMO* under clause 162 for the applicable *meter type*.
metering period	in relation to a *meter reading*, means the period between the current *meter reading* and the previous *meter reading*.
	{Example: For an *interval meter* the *meter reading period* will usually be 1 *gas day*, and for a *basic meter* it will usually be approximately 1 month or approximately 3 months.}
MIRN	means the unique 10-digit numeric meter installation registration number that a *network operator* assigns to each *delivery point* in its *GDS*.
MIRN checksum	means the single digit numeric identifier that is calculated under Appendix 3 for a *MIRN*.
MIRN database	means a database maintained by each *network operator* under clause 58 containing the *MIRN standing data* and information regarding each *delivery point* that is located in the *network operator's GDS*.
MIRN discovery request	means a *notice* under clause 74(2) from a *user* to a *network operator*, requesting the *network operator* to provide the *MIRN standing data* for a *delivery point*.
MIRN standing data	in relation to a *delivery point,* means the information set out in clauses 58(a) to 58(g) for the *delivery point*.
MIRN status	means *commissioned*, *decommissioned* or *deregistered* (as applicable).
	{Note: The following table shows each *MIRN status* value and the corresponding *meter* status:

MIRN status	Meter status
Commissioned	commissioned and not disconnected or permanently removed (including after the delivery point has been reconnected)
Decommissioned	disconnected (temporary)
Deregistered	permanently removed

~~*miscellaneous reconciliation amount* or *MRA*~~	~~for a *user*, is a quantity of gas and is calculated under clause 239.~~
~~*monthly interval meter load percentage* or *MILP*~~	~~has the meaning given to it in clause 184A.~~

move in	has the meaning given~~is defined~~ in clause 78.
MRA or miscellaneous reconciliation amount	for a *user*, is a quantity of gas and is calculated under clause 239.
MSD database	means a database *maintained* by each *network operator* under clause 60 containing at least the *meter standing data* for each *delivery point* that is located in the *network operator's GDS*.
multi-shipper allocation agreement	has the meaning given ~~to it under~~in clause 302.
multi-shipper allocation report	has the meaning given ~~to it~~ in clause 302.
National Gas Access (Western Australia) Law	has the meaning given ~~to it~~ in the *National Gas Access (WA) Act 2009* as amended from time to time.

{Note: At the date of amendment of these *procedures*, "National Gas Access (Western Australia) Law" means the Western Australian National Gas Access Law text as applying as a law of Western Australia (section 7 *National Gas Access (WA) Act 2009*). The definition of "Western Australian National Gas Access Law text" is "*the text that results from modifying the National Gas Law, as set out in the South Australian Act Schedule for the time being in force, to give effect to section 7A(3) and (4) and Schedule 1*" (section 7 *National Gas Access (WA) Act 2009*).

The *National Gas Access (WA) Act 2009* thus applies the *National Gas (South Australia) Act 2008* of South Australia as amended from time to time with particular amendments relevant to the Western Australian National Gas Access Law text.}

negative assurance audit	means a review with the objective of enabling the *auditor* to state whether, on the basis of review procedures that do not provide all the evidence that would be required in a standard audit, anything has come to the *auditor's* attention that indicates (as applicable):

(a) a *user's* non-compliance with the *procedures* set out in~~under~~ clause 350; or

(b) *AEMO's* non-compliance with the *procedures* set out in~~under~~ clause 351(1); or

(c) a *network operator's* non-compliance with the *procedures* set out in~~under~~ clause 352(1).

network	means a distribution pipeline within the meaning of the *National Gas Access (Western Australia) Law*.

network information system	means the equipment, hardware and software (including the *network operator databases*) of the *network operator* used for interconnection to the *AEMO information system*.
network operator	means a *person* who holds a *distribution licence*.
new connection	means the connection of a new *delivery point* to a *sub-network*.
new connection confirmation notice	means a *notice* under clause 66 from a *network operator* to *AEMO* advising *AEMO* that a *delivery point* has been *commissioned*.
nomination	means a quantity of gas to be injected by the pipeline operator in accordance with~~has the meaning given to that term in~~ clause 194.
nomination estimation methodology	has the meaning given ~~to that term~~ in ~~Sub-Appendix 2.3 of~~ Appendix 2.
non-user-specific amount of swing service	for a user, is calculated under clause 266.
normalisation factor	for a *basic-metered delivery point* is calculated under clause 225.
notice	means a *notice* given under these *procedures* in accordance with Part 1.3.
open	in relation to a *transaction* or a *notice*, means that the *transaction* or *notice* has been lodged with *AEMO* or a *network operator* (as applicable), but has not been *cancelled* or completed.
original net system load	has the meaning given ~~to it~~ in clause 232(2).
park swing service	means a service whereby a *swing service provider* permits a *user* to 'park' (or notionally store) gas in a *pipeline* at a *gate point*, on the terms of a *swing service contract*. To avoid doubt, the provision of a park swing service by a *swing service provider* involves the supply of a gas capacity service and it does not involve the physical supply of gas.
participant	means each *user* and the *network operator*.
party	has the meaning given ~~to that term~~ in clause 337(1).
pending	means:

(a)　in relation to an *open requested transfer* — that *AEMO* has permitted the *requested transfer* under clause 98 or 100, as the case may be, and is waiting for the *network operator* to provide *metering data* that contains an *actual value*; and

(b)　in relation to an *open error correction transaction* — that *AEMO* has permitted an *error correction notice* in respect of an incorrect *transfer* under clause 46(1).

permanent removal	means to permanently preclude gas being supplied at a *delivery point*.
	{Note: An action to *permanently remove* a *delivery point* can include the removal of the *meter* and the service pipe. The *user* ceases to be responsible for the *delivery point* upon *permanent removal*.}
permanent removal confirmation notice	means a *notice* under clause 128 from a *network operator* to *AEMO* advising *AEMO* that a *delivery point* has been *permanently removed*.
permanent removal request	means a *notice* under clause 12~~5~~4(4) from a *user* to a *network operator* requesting the *network operator* to *permanently remove* a *delivery point* specified in the *notice*.
permitted down time	has the meaning given ~~to that term~~ in the *FRC Hub Operational Terms and Conditions*.
physical gate point	means a point defined as such in the relevant *pipeline Access Arrangement* and in any event is a point on the *pipeline* at which gas is withdrawn from the *pipeline* for *injection* into the *GDS*.
physical gate point metering data	for a *physical gate point* means any two of the three data set out in~~under~~ clause 151(1).
pipeline	means a pipeline for the transmission of gas to a *network*.
pipeline corrected injections	has the meaning given ~~to it under~~in clause 220(2).
pipeline injections	has the meaning given ~~to it under~~in clause 220(1).
pipeline operator	in relation to a *GDS*, means the operator of a *pipeline* which is interconnected with the *GDS*.
prescribed person	means a person who is a "prescribed person" under section 11ZOD(1)(b) of the *Energy Coordination Act 1994* (WA).

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{Note: Under the *Energy Coordination (Retail Market Schemes) Regulations 2004* (WA), which were gazetted in Western Australia on 28 May 2004, the persons prescribed under section 11ZOD(1)(b) of the *Energy Coordination Act 1994* (WA) are a *swing service provider*, a *shipper* and a *self-contracting user*.}

pressure control	in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that the *gate point* outlet pressure is maintained within normal equipment tolerances of a set pressure.
pressure correction factor	means a numerical factor (reflecting pressure, temperature and elevation) which is held in the *MSD database* for a *meter* and can be used to convert an *uncorrected volume* reading from the *meter* into a *corrected volume* at "metric standard conditions" being a pressure of 101.325 kPa and a temperature of 15 ⁰C.
previous user	means a *user*, who was recorded in the *AEMO registry* as the *current user*, immediately prior to the present *current user*.
proceeding	means the process followed by the *compliance panel* in making a determination in relation to a *referral*.
procedures	means the Retail Market Procedures (WA) – this document.
~~*procedure change committee*~~	~~means the committee established under clause 381.~~
~~*procedure change request*~~	~~means a proposal for the making of *procedures* under clause 379.~~ ~~{Note - Making of *procedures* includes to amend, omit, omit and substitute, alter or vary}~~
process time	means the time and date a *notice* lodged with *AEMO* was processed by *AEMO*.
procurement confirmation	has the meaning given ~~to it~~ in clause 268.
procurement instruction	has the meaning given ~~to it~~ in clause 267(1).
procurement request	has the meaning given ~~to it under~~in clause 267(3).
profile	means a profile provided by *AEMO* under clause 176(1)(a)(i) or determined by *AEMO* under clause 200~~199(b)~~.
profiled pipeline nominations	has the meaning given in clause 199(a).

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profiled sub-network nominations	has the meaning given in clause 199(b).
promptly	in relation to a *notice*, has the meaning given~~is defined~~ in clause 11(2).
proponent	means a person who lodges a *proposed procedure change*~~procedure change request~~ under clause 379.
proposed procedure change	means a proposal for the making of *procedures* under clause 379. {Note: Making of *procedures* includes to amend, omit, omit and substitute, alter or vary}
readiness certificate	means the certificate issued by *AEMO* upon a person required to comply with these *procedures* in satisfaction of the *readiness criteria*.
readiness criteria	means the criteria set out in the *AEMO specification pack*.
readiness testing process	means the testing process set out in the *readiness criteria*.
reading day number	means a number recorded in a *network operator's meter reading schedule* to denote which days during the calendar year a *meter* will be read by a *network operator*, and the *meter* reading frequency.
reasonable and prudent person	means a person who exercises that degree of reasonableness, diligence, prudence and foresight that would reasonably and ordinarily be exercised by a skilled and experienced person doing a similar thing in similar circumstances and conditions in accordance with applicable *laws* and standards that are at least equivalent to practices and standards generally accepted in the gas industry in Australia.
recalculated ratio	means the ratio recalculated under clause 176(4)(a).
recipient users	has the meaning given ~~to it under~~in clause 300A.
recipient	means any or all of *AEMO* and each *participant, pipeline operator* and *prescribed person*.
reconnected	in relation to a *disconnected delivery point*, means that the *delivery point's* ability to flow gas has been restored, although there may be instances where the *meter* valve is left closed. {Note: The *meter* valve may be left closed due to a "drop on supply", i.e. the consumer's installation was unable to hold pressure.}

reconnection notice	means a *notice* under clause 117(3) from a *user* to a *network operator* requesting *reconnection* of a *delivery point* specified in the *notice*.
reconnection confirmation notice	means a *notice* under clause 120 from a *network operator* to AEMO advising AEMO that a *delivery point* has been *reconnected*.
referral	means a matter referred to the *compliance panel* under the clauses referred to in clause 332329(1)(a)(ii) or clause 329(1)(b)(iii) or clause 331(2).
registration fee	means, subject to clause 362A, a fixed charge not exceeding $10,000, imposed upon each *Scheme participant* for becoming a *Scheme participant*.
related body corporate	has the same meaning as it has under section 50 of the *Corporations Act 2001* (Cth).

{Note: At the time these *procedures* commenced, that definition was "Where a body corporate is:

(a)   a holding company of another body corporate;

(b)   a subsidiary of another body corporate; or

(c)   a subsidiary of a holding company of another body corporate;

the first mentioned body and the other body are related to each other."}

related shipper	in relation to a *user* for a *sub-network*, means a *shipper* that, from time to time, *injects* gas into the *sub-network* on behalf of the *user*.
removal request	means a *notice* by a *pipeline operator* to AEMO requesting AEMO to remove the *swing service provider* or *shipper* from the *shipper register*.
renomination	means a *nomination* that is changed by the *pipeline operator*. has the meaning given to that term in clauseunder clause 194.
repay	in relation to *swing service* means:

(a)   for *loan swing service* – to cause the gas which was notionally borrowed from a *pipeline* under the *loan swing service* to be repaid; and

(b)   for *park swing service* – to cause the gas which was notionally stored in the *pipeline* under the *park swing service* to be retrieved.

To avoid doubt, the repayment of *swing service* does not involve the physical supply of gas.

requested transfer	means a *transfer* requested for a *delivery point* by the lodgement of a *transfer request*.
revised allocation instruction	means an instruction from a *user* that:

    (a)   specifies how the *user's gas injections* into a *sub-network* are to be allocated between *shippers injecting* gas into the *sub-network* on the *user's* behalf for a *gas day*; and

    (b)   is provided by a *user* in substitution for:

        (i)   an *allocation instruction* for the *gas day*; or

        (ii)   an allocation made by *AEMO* under clause 192(2) for the *gas day*.

revised estimate of unaccounted for gas	is calculated under clause 223(2)(b).
revised net system load	has the meaning given ~~to it~~ in clause 232(2).
revised user's unaccounted for gas	means the amount calculated under clause 223.
ROLR	in relation to a *delivery point*, means the supplier of last resort as defined in the *Energy Coordination Act 1994* (WA).
ROLR administrator	means the *Economic Regulation Authority*.
ROLR event user	means the *User* specified on the notice received by *AEMO* under clause 104(4) from the *ROLR administrator* in which the *ROLR administrator* specifies the *ROLR event user*.
ROLR fee	means the last resort supply fee specified in the last resort supply plan.
ROLR scheme	means:

    (a)   for the initial retailer of last resort, the supplier of last resort designated by the *Economic Regulation Authority*, and the last resort supply plan approved by the *Economic Regulation Authority* under section 60 of the *Energy Legislation Amendment Act 2003* (WA); and

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	(b) for subsequent retailers of last resort, the supplier of last resort designated by the *Economic Regulation Authority*, and the last resort supply plan approved by the *Economic Regulation Authority* under section 11ZAG of the *Energy Coordination Act 1994* (WA).
ROL transfer day"	means the *gas day* which commences at the *ROLR transfer time*.
ROLR transfer time	means the time (which must be the start of a *gas day*) on which *delivery points* are *transferred* under clause 104 from the *ROLR event user* to the *ROLR*.
~~*SBRA*~~	~~has the meaning given to it in clause 233.~~
SBRA or *summed basic-meter reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 233.
scheduled meter reading	means a *meter reading* of a *delivery point* that is scheduled to occur under the *network operator's meter reading schedule*.
Scheme participant	has the meaning given ~~to it~~ in section 1.1 the *WA Gas Retail Market Agreement*.
SE or *swing error*	has the meaning given in clause 260(1).
secondary recipient	means a person to whom a *recipient* discloses information.
self-contracting user	means a *user* that withdraws gas from a *sub-network* for the sole purpose of supply to a *customer* that is either itself or a *related body corporate*.
service fee	means, subject to clause 362A, the fixed charge not exceeding $15,000 per annum, for the ongoing operating costs of *AEMO* imposed upon each *Scheme participant*.
service order reference	means the unique identifier used to identify a *user's* service order as either:
	(a) specified by a *user* under clause 105(3)(b)(i), 117(3)(b) or 125(4)(b); or
	(b) assigned by *AEMO* under clause 81(5).
shipper	means a person that has a gas transportation agreement with a *pipeline operator* for the delivery of gas at a *gate point* to a *user*, and is not acting in its

capacity as a *swing service provider* if it is also a *swing service provider*.

> {Note: A person who is both a *shipper* and a *swing service provider* will have separate *GBO identifications* for each role}

shipper's amount	has the meaning given ~~to it under~~in clause 249.
shipper register	means the register of *shippers* and *swing service providers* established under clause 173.
shipper's deemed injection	is calculated under clause 246.
small use customer	has the meaning given ~~to it under~~in section 3 of the *Energy Coordination Act 1994* (WA).

> {Note: At the time these *procedures* commenced, that definition was "…means a customer whose consumption of gas is less than 1 terajoule per year".}

special meter reading	means a *meter reading* undertaken other than under a *meter reading schedule*.
specified price index	means the Consumer Price Index (All Groups, Eight Capital City) published by the Australian Bureau of Statistics or if that index is updated, that updated index converted by appropriate arithmetical adjustment to correspond to the previous reference base.
SRQ or *swing service repayment quantity*	has the meaning given in clause 299.
SSA or *swing service amount*	has the meaning given in clause 295(2).
SSP or *swing service provider*	~~means a *swing service provider*.~~ means, for a *gate point*, a person who has a *GBO identification* as a *swing service provider* and either:
	(a) has a *transmission contract* in the *pipeline*; or
	~~(a)~~(b) has an agreement with a *pipeline operator* for the provision of either or both of *park swing service* and *loan swing service* in the *pipeline* at the *gate point*.
SSPOLR	means a *swing service provider of last resort*.
SSPOLR price	for a *SSPOLR* for a *pipeline* for a *sub-network* for a *gas day* for *park swing service* or *loan swing service*, as applicable, is the price specified for the *swing service* in the applicable *SSPUD*.

SSPOLRUD or *SSPOLR umbrella deed*	has the meaning given in clause 280(1)means the *Swing Service Provider of Last Resort Umbrella Deed* between *AEMO* and a *SSPOLR* for a *sub-network* on the terms and conditions set out in Appendix 8 or agreed between *AEMO* and a *SSPOLR* for a *sub-network*.
SSPUD or *SSP umbrella deed*	has the meaning given in clause 279.means the *Swing Service Provision Umbrella Deed* between *AEMO* and an *SSP* on the terms and conditions set out in Appendix 7.
standing nomination	has the meaning given to it in clause 195.
standing SSPOLR bid	means the *bid* deemed by clause 285(2) to have been lodged by a *SSPOLR*.
start of business	means 0800 hours.
State	means the State of Western Australia.
status report	has the meaning given to it in clause 269(2).
street/suburb combination	means, in relation to a *MIRN discovery request*, the *discovery address* excluding the street number or its equivalent. a combination of a:
	street name; and
	example: "Rundle" or "Murray".)(b)street type code; and
	(For example: "St", "Rd", "Ave", or "Blvd".)
	street suffix; and
	(For example: "N", "S", "E" or "W".)
	the suburb, place or locality in which the street is located; and
	(For example: "Adelaide", "Mosman Park" or "Kippa-ring".)
	State/Territory; and
	(For example: "WA".)
	post code; and
	sub-network; and
	(For example: "Metro North" or "Metro South".)
	gas zone code.

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Commented [AP4]: See Ref #11 in Attachment B of the IIR.

street/suburb table	means a table of *street/suburb combinations* extracted from a *MIRN database* under clause 59.
sub-network	means a part of a *GDS* which a *network operator* identifies under clause 15 as a sub-network for contractual and operational purposes and which is listed in Appendix 1.
subscriber	means a person designated as such under clause 277.
substituted value	means a value designated as such under clause 157.
surplus	has the meaning given ~~to it under~~in clause 271.
swing base amount	has the meaning given ~~to it~~ in clause 259.
~~*swing error* or *SE*~~	~~has the meaning given to it under clause 260(1).~~
swing service	in a *pipeline* for a *sub-network* for a *gas day*, means *park swing service* or *loan swing service* and is calculated under Part 5.10. {Note: *Swing service* can be referred to as the *pipeline* or a *swing service provider* providing a **"park"** or **"loan"** service for the amount of *swing service*, but the use of these terms does not require or suggest that the *swing service* is covered by the *pipeline's* formal Park and Loan services.}
~~*swing service amount* or *SSA*~~	~~has the meaning given to it in clause~~under clause ~~295(2).~~
swing service causation compensation payment	has the meaning given ~~to it~~ in clause 300A(1).
swing service contract	means a contract between a *swing service provider* and a *user* which arises under a *SSPUD* when *AEMO* issues a *contract note* under clause 296.
~~*swing service fee* or *FSS*~~	~~has the meaning given to it in clause~~under clause ~~295(1).~~
~~*swing service provider*~~	~~means, for a *gate point*, a person who has a *GBO identification* as a *swing service provider* and either:~~ ~~(a) has a *transmission contract* in the *pipeline*; or~~ ~~(b) has an agreement with a *pipeline operator* for the provision of either or both of *park swing service* and *loan swing service* in the *pipeline* at the *gate point*.~~
~~*swing service provider of last resort umbrella*~~	~~has the meaning given to it under clause 280(1).~~

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deed or *SSPOLRUD*	
swing service provision umbrella deed or *SSPUD*	has the meaning given to it under clause 279.
swing service repayment quantity or SRQ	has the meaning given to it under clause 299.
system down time	has the meaning given to it in clause 304.
T∆PI or *total delta pipeline injection*	for a *gate point*, is a quantity of gas and is calculated under clause 238(4).
TANUSA	means the total of all *users' adjusted non-user-specific amounts* for the *pipeline* for the *gas day* under clause 273.
TBRA or *total basic-meter reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 235.
TBWRA or *total basic-meter withdrawal reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 237.
telemetry	means the communication equipment used for transmission of data collected from *meters* to a *network operator's* central data management system and typically encompasses modems, telecom landline (which may be dedicated or part of the PSTN network) or radio transceivers (which may be in the form of a dedicated radio network, GSM, GPRS or satellite telephony).
TIRA or *total interval-meter reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 236.
total basic-meter reconciliation amount or *TBRA*	for a *user*, is a quantity of gas and is calculated under clause 235.
total basic-meter withdrawal reconciliation amount or *TBWRA*	for a *user*, is a quantity of gas and is calculated under clause 237.

total corrected injections	for a *sub-network* is calculated under clause 221.
total delta basic-meter reconciliation amount	for a *user*, is a quantity of gas and is calculated under clause 240(1).
~~*total delta pipeline injection* or *TΔPI*~~	~~for a *gate point*, is a quantity of gas and is calculated under clause 238(4).~~
~~*total interval-meter reconciliation amount* or *TIRA*~~	~~for a *user*, is a quantity of gas and is calculated under clause 236.~~
total non-user-specific swing service cost	has the meaning given ~~to it under~~in clause 290.
~~*total (pre-procurement) swing service*~~	~~has the meaning given to it under clause 262.~~
total reconciliation amount	for a *user*, is a quantity of gas and is calculated under clause 242.
total swing service cost	is calculated under clause 289.
total user-specific swing service cost	is calculated under clause 291.
transaction	means the process initiated by the lodgement of a *notice* with *AEMO* under these *procedures*, which, if completed, will result in an amendment to the *AEMO standing data*.
transfer	means the transfer under these *procedures* of the responsibility for gas delivery to a *delivery point* from the *current user* to an *incoming user*. {Note: For the purposes of these *procedures* a *transfer* is effected by recording the *incoming user* as the *current user* in the *AEMO registry* — see clause 52(a). From a *customer's* perspective, the effect of such a *transfer* will be to *transfer* the *customer* from the *current user* to the *incoming user*.}
transfer confirmation	means a *notice* under clause 102 that the *transfer* of the *delivery point* specified in the *notice* has occurred.
transfer day	means the *gas day* commencing at the *transfer time*.
transfer objection	means (as applicable) a *notice* under clause 86(2) from a *network operator* or under clause 87(3) from a *ROLR* objecting to a *requested transfer*.

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transfer objection resolution period	means (as applicable):
	(a) if a *transfer objection* has been lodged under clause 86(1) or clause 87(2) – ~~the~~ the period ending when the time allowed for lodging a *transfer objection withdrawal notice* under clause 91(1) expires; or
	(b) if a *transfer objection* has not been lodged under clause 86(1) or clause 87(2) – the period ending when the time allowed for lodging a *transfer objection* under clause 86(1) or clause 87(2) (as applicable) expires.
transfer objection withdrawal notice	means a *notice* under clause 91(2) from a *participant* to *AEMO* withdrawing an *open transfer objection* for a *delivery point* specified in the *notice*.
transfer request	means a *notice* under clause 81(1) from an *incoming user* to *AEMO* requesting *AEMO* to *transfer* gas deliveries at a *delivery point* specified in the request to the *incoming user*.
transfer time	means the start of the *gas day*:
	(a) during which a *meter reading* that generates an *actual value* for a *basic-metered delivery point* for which a *transfer* is *pending*, was undertaken; or
	(b) that an *incoming user* has specified as the *earliest transfer day* for an *interval-metered delivery point*.
transfer withdrawal notice	means a *notice* under clause 95(4) from an *incoming user* to *AEMO* withdrawing an *open transfer request* for a *delivery point* specified in the *notice*.
transferring customer	means the *customer* located at the *delivery point* specified in a *transfer request*.
transmission contract	means a contract between a *pipeline operator* and *shipper* for the transmission of gas through a *pipeline*.
TSS(BS)	means the total amount of *swing service* to be procured through the applicable *bid stack* for the *pipeline* for the *gas day*, calculated under clause 276.
TSS(BS) bid	has the meaning given ~~to it under~~in clause 288A.
UAFG or *unaccounted for gas*	is the difference between the amount of gas injected into the *sub-network* at all *physical gate points* and the amount of gas withdrawn from the *sub-network* at all *delivery points*, including but not limited to leakage or

	other actual losses, discrepancies due to metering inaccuracies and variations of temperature, pressure and other parameters.
UDW or *user's deemed withdrawals*	for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under clause 248.
UEBW or *user's estimated basic-metered withdrawals*	is calculated under clause 227.
UIW or *user's interval-metered withdrawals*	is calculated under clause 222.
uncovered sub-network	means a *sub-network* which is not:
	(a) a "covered pipeline" as defined in the *National Gas Access (WAestern Australia) Law 2009*; or
	(b) subject to any other third party access regime under a *law* or under an instrument having effect under a *law*.
URAA or *user's reconciliation adjustment amount*	for a *user*, is a quantity of gas and is calculated under clause 243(1).
user	means an entity that has a *haulage contract* for the transport of gas through a *sub-network* under these *procedures*.
user's amount	has the meaning given ~~to it~~ in clause 196.
user-specific swing error	has the meaning given ~~to it~~ in clause 261.
user's basic-metered withdrawals	has the meaning given ~~to it under~~in clause 230.
~~*user's deemed withdrawals* or *UDW*~~	~~for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under clause 248.~~
~~*user's estimated basic-metered withdrawals* or *UEBW*~~	~~is calculated under clause 227.~~

user's estimated total withdrawals	for a *user* for a *sub-network* for a *gas day* is calculated under clause 228.
user's gas injections	has the meaning as given ~~to it~~ in clause 187.
~~*user's interval metered withdrawals* or *UIW*~~	~~is calculated under clause 222.~~
user's pipeline nomination amount	for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under clause 197.
~~*user's (pre-procurement) socialised swing service*~~	~~has the meaning given to it in clause 266.~~
~~*user's reconciliation adjustment amount* or *URAA*~~	~~for a *user*, is a quantity of gas and is calculated under clause 243(1).~~
user's required withdrawals	means for a *user* for a *gas day* the sum of: • *UEBW*; • *UIW*; • *UUAFG*; and • *URAA* less any part of the *URAA* that relates to a *gate point adjustment amount*.
user-specific amount of swing service	for a user, is calculated under clause 263.
user's total nomination amount	for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under clause 198.
user's total (pre-procurement) swing service	has the meaning given ~~to it~~ in clause 262.
~~*user's unaccounted for gas reconciliation amount* or *UUAFGRA*~~	~~for a *user*, is a quantity of gas and is calculated under clause 241.~~
user's unaccounted for gas	for a *user* for a *sub-network* for a *gas day*, is calculated under ~~c~~Clause 243(3).

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reconciliation adjustment amount	
UUAFG or *user's UAFG*	has the meaning given ~~is defined~~ in clause 229(2).
UUAFGRA or *user's unaccounted for gas reconciliation amount*	for a *user*, is a quantity of gas and is calculated under clause 241.
validated procurement request	has the meaning given ~~to it~~ in clause 269.
V_{CR} or *corrected volume*	means the volume of gas corrected to metric standard conditions and for the *basic meters* it is calculated using the following formula: $$V_{CR} = V_{UN} \times \textit{pressure correction factor.}$$
Verification	means the process undertaken by a *network operator* in accordance with the verification guidelines contained in Appendix 2~~,~~ to ensure the accuracy of the *metering data*.
WA Gas Retail Market Agreement	means the WA Gas Retail Market Agreement between *AEMO* and *Scheme Participants* for the purposes of section 11ZOF(1)(a) of the *Energy Coordination Act 1994* (WA).

3. Interpretation

(1)   In these *procedures*, unless the contrary intention appears:

(a)   a reference to:

(i)   one gender includes any other gender; and

(ii)   the singular includes the plural and the plural includes the singular; and

(iii)   an officer or body of persons includes any other officer or body for the time being exercising the powers or performing the functions of that officer or body; and

(iv)   these *procedures* or any other instrument includes any variation or replacement of any of them; and

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(v)   a reference to a *law* includes any amendment or re-enactment of it that is for the time being in force, and includes all *laws* made under it from time to time; and

(vi) any statute includes that statute as amended or re-enacted from time to time and any statute enacted in replacement of it; and

(vii) **"writing"** or **"written"** includes communication by facsimile and any other electronic means or format in accordance with these *procedures* and the *AEMO Specification Pack*; and

(viii) **"under"** includes "by", "by virtue of", "pursuant to" and "in accordance with"; and

(ix) **"day"** means a calendar day; and

(x) a quantity of gas is to an energy quantity (expressed in whole MJ), rather than a volumetric or other quantity; and

(xi) **"person"** includes a public body, company, or association or body of persons, corporate or unincorporated; and

(xii) a person includes a reference to the person's personal representatives, executors, administrators, successors and permitted assigns; and

(b) all monetary amounts are in Australian dollars and are exclusive of GST; and

(c) headings are for convenience only and do not affect the interpretation, or form part of, these *procedures*; and

(d) **"copy"** includes a facsimile copy, photocopy or electronic copy; and

(e) **"including"** and similar expressions are not words of limitation; and

(f) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that words or expression have a corresponding meaning; and

(g) where italic typeface has been applied to some words and expressions, it is solely to indicate that those words or phrases may be defined in clause 2 or elsewhere, and in interpreting these *procedures*, the fact that italic typeface has or has not been applied to a word or expression is to be disregarded; and

(h) where information in these *procedures* is set out in braces (namely "{" and "}"), whether or not preceded by the expression "Note", "Outline" or "Example", the information, and the information contained in the Introduction to these *procedures*:

(i) is provided for information only and does not form part of these *procedures*; and

(ii) is to be disregarded in interpreting these *procedures*; and

(iii) might not reflect amendments to these *procedures*.

(2)   In these *procedures*:

(a)   a reference to a *meter reading* "of a *delivery point*" is a reference to a *meter reading* of the *meter* at the *delivery point*;

(b)   a reference to the *current user* "for" a *delivery point* is a reference to the *user* who is recorded in the *AEMO registry* as the *user* responsible for gas delivery to the *delivery point* and

(c)   a reference to the *network operator* "for" a *delivery point* is a reference to the *network operator* of the *sub-network* in which the *delivery point* is located;

(d)   when discussing a *delivery point*, a reference to a *MIRN* is a reference to the *MIRN* for the *delivery point*;

(e)   when discussing a *MIRN*, a reference to a *delivery point* is a reference to the *delivery point* identified by the *MIRN*;

(f)   when discussing a *delivery point* or a *MIRN*, a reference:

(i)   to "the *user*" or "the *current user*" is a reference to the *current user* for the *delivery point*; and

(ii)   to "the *incoming user*" is a reference to the *incoming user* for the *delivery point*; and

(iii)   to "the *meter*" is a reference to the *meter* which measures gas withdrawals at the *delivery point*; and

(iv)   to "the *sub-network*" is a reference to the *sub-network* in which the *delivery point* is located; and

(v)   to "the *network operator*" is a reference to the *network operator* for the *sub-network* in which the *delivery point* is located; and

(vi)   to "the *MIRN status*" is a reference to the *delivery point's MIRN status*; and

(vii)   to "the *previous user*" is a reference to the *user* that was the *current user* for the *delivery point* before a *transfer*; and

(g)   when discussing a *notice*, a reference:

(i)   to "the *user*" is a reference to the *current user* for the *delivery point* or *MIRN* specified in the *notice*; and

(ii)   to "the *delivery point*" is a reference to the *delivery point* identified by the *MIRN* specified in the *notice*; and

(iii)   to "the *MIRN*" is a reference to the *MIRN* identifying the *delivery point* to which the *notice* relates; and

(iv) to "the *current user*" is a reference to the *current user* for the *delivery point* or *MIRN* specified in the *notice*; and

(v) to "the *network operator*" is a reference to the *network operator* for the *delivery point* or *MIRN* specified in the *notice* is located; and

(vi) to "the *discovery address*" is to the *discovery address* specified in the *notice*; and

(vii) to "the *customer*" is to the *customer* located at the *delivery point* identified by the *MIRN* specified in the *notice*;

(viii) to the "*previous user*" is to the *user* who was the *current user* for the *delivery point* identified by the *MIRN* specified in the *notice* before a *transfer* takes effect for the *delivery point*; and

(h) when discussing a *gate point*, a reference to:

(i) the *pipeline* for the *gate point* is reference to the *pipeline* that interconnects with a *sub-network* at the *gate point*; and

(ii) the *pipeline operator* for the *gate point* is a reference to the *pipeline operator* of the *pipeline* that interconnects with a *sub-network* at the *gate point*; and

(iii) the *sub-network* for the *gate point* is a reference to the *sub-network* that interconnects with a *pipeline* at the *gate point*; and

(iv) the *network operator* for the *gate point* is a reference to the *network operator* for the *sub-network* that interconnects with a *pipeline* at the *gate point*; and

(v) a *user* for the *gate point* is a reference to a *user* for the *sub-network* that interconnects with a *pipeline* at the *gate point*; and

(vi) a *related shipper* for the *gate point* is a reference to a *shipper* on the *pipeline* that interconnects with a *sub-network* at the *gate point* that, from time to time *injects* gas into the *sub-network* on behalf of a *user* for the *sub-network*; and

(i) when discussing a *sub-network*, a reference to a *user* for the *sub-network* is a reference to:

(i) each *user* that is the *current user* for at least one *delivery point* in the *sub-network*; or

(ii) each *user* that was previously, but is no longer, the *current user* for at least one *delivery point* in the *sub-network*, until such time as *AEMO* records a *user's GBO identification* as "deregistered" in the *AEMO registry* under clause 22(10).

(3)　In these *procedures*, a reference to **"gas day D"** is a reference to whichever *gas day* is designated by the procedure as such, and references to **"gas day D-1"** and **"gas day D+1"** are, respectively, references to the *gas day* before *gas day D* and the *gas day* after *gas day D*, respectively, and so on.

> {Example: In clause 236, if Wednesday is designated *gas day D*, a reference to *gas day D-1* in clause 236 is a reference to Tuesday.}

4. There is no clause 4.

5. Meter readings deemed to occur at the start of the gas day

A *meter reading* of a *delivery point* taken at any time in a *gas day* is deemed to be a *meter reading* of the *delivery point* at the start of the *gas day*.

6. Calculations, rounding and measurements

(1)　For the purposes of these *procedures*, one hundred cubic feet equals 2.832 cubic metres.

(2)　*AEMO* and each *participant*, *pipeline operator* and *prescribed person* must comply with Appendix 5 in respect of calculations, rounding and units under these *procedures*.

6A. Time under these procedures

(1)　*AEMO* must operate the *AEMO information system* and date and time stamp *transactions* under these *procedures*, including the *process time*, on the basis of market standard time, which is Greenwich Mean Time plus 10 hours.

(2)　A reference in these *procedures*:

(a)　as to "gas day":

(i)　a reference in these *procedures* to a day or date is a reference to the *gas day* commencing on the day or date referred to, and ending on the following day or date; and

(ii)　references to months, quarters and years are to be given a corresponding meaning; and

(iii)　in reckoning periods of months, quarters and years, the 8 hour offset between months, quarters and years reckoned under clause 6A(2)(a)(ii) and calendar months, quarters and years, is to be disregarded; and

(b)　to **"0000 hours"** on a day is to midnight at the start of the day; and

(c)　to **"2400 hours"** on a day is to midnight at the end of the day; and

(d)　to a time (including *start of business* or *close of business*) under these *procedures*, is a reference to the local time or *business day,* being Western Standard Time (being Greenwich Mean Time plus 8 hours).

6B. Distribution tariff codes

A *network operator* must publish, including any amendments, and provide on request, the *distribution tariff codes* applying in each of the *network operator's sub-networks.*

Part 1.2 – Compliance with obligations under these procedures

7. Obligation to act as a reasonable and prudent person

(1) Subject to clause 7(2), each of *AEMO*, a *participant*, a *pipeline operator* and a *prescribed person* is excused from the performance of, and is not liable for any failure in, carrying out any of its obligations under these *procedures*, if it is prevented from doing so by any event or circumstance not within its reasonable control acting as a *reasonable and prudent person* and which it acting as a *reasonable and prudent person* is not able to prevent or overcome.

(2) If a person under these *procedures* claims the benefit of clause 7(1), it must:

(a) use its reasonable endeavours to remedy the consequences of the event or circumstance without delay; and

(b) endeavour as a *reasonable and prudent person* to resume compliance with its obligations under these *procedures* as soon as reasonably practicable.

(3) Without limiting clause 7(2)(b), upon the event or circumstance that prevented the person from carrying out its obligations under these *procedures* ceasing, the person who claimed the benefit under clause 7(1) must provide all data, lodge all *notices* or take all other actions necessary to comply with their obligations, which they were prevented from doing previously due to the event or circumstance having occurred.

7A. Administration of the Scheme

AEMO must, in developing and operating the retail market scheme for a distribution system to which the scheme and these *procedures* relates, act in accordance with the following principles to the extent practicable:

(a) seek to minimise the costs of participating in the gas retail market

(b) have regard to the best interests of the gas market, including *participants* and *customers* within the distribution system;

(c) seek to ensure that the retail market scheme achieves an appropriate balance between cost and quality of service;

(d) promote and facilitate convergence of the Western Australian gas retail market with the other gas and electricity retail markets in Australia;

(e) seek to minimise barriers to competition;

(f)   ensure fair, reasonable, and commercially sustainable cost recovery arrangements;

(g)   review and enhance market services and arrangements during operation of the retail market scheme, as required;

(h)   be flexible and responsive to participants;

(i)   consult with Government on the development and operation of the retail market scheme; and

(j)   operate in a transparent and accountable manner, subject to protection of commercial confidentiality.

Part 1.3 Notices

8. Requirements of effective notices and nominated contact details

(1)   Subject to this Part 1.3, a *notice* or other communication connected with these *procedures* has no legal effect unless it is in writing and either sent in the format required under clause 9, or if no format is specified, given as follows:

   (a)   sent by electronic mail transmission or any other method of electronic communication to the appropriate nominated electronic address of the addressee; or

   (b)   sent by facsimile to the nominated facsimile number of the addressee; or

   (c)   delivered by hand to the nominated office of the addressee; or

   (d)   sent by post to the nominated postal address of the addressee.

(2)   Each person required to have a *GBO identification* under clause 22(2), must prior to being issued a *GBO identification* under clause 22(2)(b) provide *AEMO* with their nominated contact details for at least the type of address and contact details referred to in clause 8(1) (or such address and contact details as *AEMO* may request from time to time), and keep *AEMO* and all other persons with a *GBO identification* under these *procedures*, informed of any changes to these details as may occur from time to time.

(3)   *AEMO* may, by *notice* to each person who is required under clause 22(2) to have a *GBO identification*, nominate more than one electronic address for the purposes of electronic communications to *AEMO* under clause 8(1)(a).

(4)   A person who is required to have a *GBO identification* under clause 22(2) (other than *AEMO*) may, by notice to *AEMO*:

   (a)   for the purposes of electronic communications under clause 8(1)(a) from *AEMO* to the person – request *AEMO* to consent to the person nominating more than one electronic address, and *AEMO* must within 2 *business days*

notify the person that it consents to such a request unless there are reasonable grounds for *AEMO* withholding consent; and

(b) for any other electronic communications under clause 8(1)(a) – nominate more than one electronic address.

(5) A notice under clause 8(3) or 8(4) must:

(a) clearly state each electronic address and the electronic communications for which each electronic address must be used; and

(b) specify a date from which the electronic addresses must be used for electronic communications, which must not be less than 12 *business days* from the date that the *notice* is given.

(6) IfF a *notice* under clause 8(3) or 8(4) is given by a person other than *AEMO*, *AEMO* must *notify* each person who is required under clause 22(2) to have a *GBO identification* of the contents of the *notice* within 2 *business days* of receiving the *notice*, and if clause 8(4)(a) applies, whether *AEMO* consents to the person's nomination.

(7) In an emergency, or other situation where a *reasonable and prudent person* would consider itself justified in departing from the requirements of clause 8(1), a person may give a *notice* other than in accordance with clause 8(1), but if so the person must, as soon as practicable, confirm the *notice* in writing and by a method prescribed by clauses 8(1)(a) to 8(1)(d).

9. Format of notices

Notices given under these *procedures* are to be in accordance with the format specified in the "FRC B2B System Interface Definitions" and the "Interface Control Document" (as applicable) as contained in the *AEMO Specification Pack*.

10. There is no clause 10

11. Delivery times for notices

(1) If a person (**"sender"**) is required under these *procedures* to give a *notice* **"immediately"** in:

(a) aseXML format — then subject to clause 11(3), the *sender* must ensure that the *notice* is despatched from the *sender's* gateway within a time consistent with a "medium priority transaction" as defined in section 2.5.5 of the "FRC B2M-B2B Hub System Specifications" in the *AEMO Specification Pack*; or

(b) any other format — the *sender* must ensure that the *notice* is delivered to the recipient within 4.5 hours.

(2) If a *sender* is required under these *procedures* to give a *notice* **"promptly"** in:

(a)   aseXML format — then subject to clause 11(3) it must ensure that the *notice* is despatched from the *sender's* gateway within a time consistent with a "low priority transaction" as that term is defined in section 2.5.5 of the "FRC B2M-B2B Hub System Specifications" in the *AEMO Specification Pack*; or

(b)   any other format — the *sender* must ensure that the *notice* is delivered to the recipient by *close of business* on the next *business day*.

(3)   A *sender's* obligations under clauses 11(1)(a) and 11(2)(a) do not apply during *permitted down time*.

12. Notices by facsimile, hand delivery or post

(1)   Any *notice* given in accordance with clauses 8(1)(b) to 8(1)(d) will be deemed to have been received:

(a)   subject to clause 12(2), if transmitted by facsimile or delivered by hand before *close of business* on a *business day*, at the time of transmission or on the day of delivery (as applicable), or otherwise, at *start of business* on the next *business day*; or

(b)   if sent by mail within Australia, on the second *business day* after posting (being, in each case, the time of day at the intended place of receipt of the *notice*).

(2)   A facsimile is not deemed given and received unless:

(a)   at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the *notice* have been sent; and

(b)   if it is not received in full and in legible form — the addressee notifies the sender of that fact within 3 hours after conclusion of the transmission or by 12 noon on the *business day* on which it would otherwise be deemed given and received, whichever is the later.

12A. Notices by email

(1)   A *notice* sent by email is neither given nor received under these *procedures* until the person sending the email (**"sender"**) receives an *automated response message* for the email from the person to whom the email was addressed (**"addressee"**).

(3)   It is the *sender's* responsibility for each attempted email to:

(a)   verify that it receives an *automated response message*; and

(b)   if it does not receive an *automated response message*, arrange either for retransmission of the email, or for communication of the information contained in the email by an alternative medium.

(4) For the purposes of these *procedures*, unless the *addressee* proves otherwise, an email is deemed to have been given by the *sender* and received by the *addressee* if:

(a) an *automated response message* for the email is received by the *addressee* before *close of business*, at the date and time shown in the *automated response message*; or

(b) otherwise, at *start of business* on the next *business day*.

(5) For the purposes of these *procedures* an *automated response message*:

(a) is not an email that requires receipt of a further reply in order for the reply ~~automated response message~~ in order for the ~~automated response message~~ to have been validly sent and received; and

(b) should not be generated in response to other *automated response messages*.

13. AEMO may lodge and accept notices on behalf of a self-contracting user

(1) A *self-contracting user* may request *AEMO*, or *AEMO's* nominee, to:

(a) lodge a *transfer request* on its behalf in order for the *self-contracting user* to *transfer* to itself; and

(b) accept *notices* that are required to be in aseXML format under these *procedures* on behalf of the *self-contracting user* in relation to the *transfer request* referred to in clause 13(1)(a).

(2) Upon receiving a request under clause 13(1), *AEMO*, or *AEMO's* nominee, must lodge a *transfer request* and accept *notices* in aseXML format on behalf of a *self-contracting user* on such terms and conditions as *AEMO* determines.

Part 1.4 – These procedures and other instruments

14. Other instruments

(1) Each person required to comply with these *procedures*, must also comply with the following documents (as applicable):

(a) the *AEMO Specification Pack*, but not the portions of the *AEMO Specification Pack* that apply only in South Australia; and

(b) *FRC Hub Operational Terms and Conditions*.

(2) For the avoidance of doubt, Chapter 9 and the *procedure* change process under these *procedures* do apply to any amendment made to the documents listed in clause 14(1)(a), but not to the document listed in 14(1)(b) or to the portions of the *AEMO Specification Pack* that apply only in South Australia.

(3)   In the event of any inconsistency between the provisions of these *procedures* and either of the documents listed in clause 14(1), the inconsistency is to be resolved by giving precedence to these *procedures* and then each of the other documents shall be read in the order of precedence as listed in clause 14(1).

(4)   *AEMO* must publish the *AEMO Specification Pack* and the *FRC Hub Operational Terms and Conditions*, as amended from time to time.

(5)   If a *User* or *Network Operator* or *AEMO* becomes aware of an addition needed to the aseXML Schema enumerated *address based identifiers*, as soon as practicable after becoming aware of the change, the relevant *User* or *Network Operator* or *AEMO* must:

(a)   Ensure that the ASWG is advised of this new *address based identifier* for addition to the aseXML Schema enumerated *address based identifiers* using the rapid change process, as set out in the ASWG Change Management Process published on the *AEMO* website

(6)   Where there has been an update to the aseXML Schema enumerated *address based identifiers*, *AEMO* must provide a notice via the *FRC Hub* broadcast email distribution list that an addition to the list has been implemented

(7)   Where a *User* or *Network Operator* has received a notice as set out in clause 14(6), it must use reasonable endeavours to implement the updated enumerations file within 10 *business days* but no later than 35 *business days*.

14A. AEMO Specification Pack

(1)   All communications must comply with the requirements of, and be submitted in the form and manner, and by the time, specified in the *AEMO Specification Pack* for the relevant type of communication, unless:

(a)   expressly stated in these *procedures*; or

(b)   permitted by *AEMO* with regard to a *self-contracting user*.

(2)   *AEMO* cannot provide a release to a *self-contracting user* under clause 14A(1)(b) from the requirements in the *AEMO Specification Pack* relating to the format of communications.

(3)   Where *AEMO* provides a release to a *self-contracting user* from an obligation specified in the *AEMO Specification Pack* under clause 14A(1)(b), *AEMO* must advise the *network operator* of its decision.

(4)   *AEMO* may reject any communication that does not comply with the requirements of clause 14A(1).

{Note: For clarity, *AEMO* can permit a *self-contracting user* an exemption from the requirement to send its communications via the *FRC Hub,* but cannot exempt the *self-contracting user* from the formatting requirements for its communications.}

Part 1.5– Appendices

15. Identification of sub-networks, gas zones and gate points

(1)   A *network operator* must code each *gas zone* and each *gate point* in its *sub-network* under Appendix 1.

(2)   Each *sub-network* and each *gate point* is listed with its identifying code in Appendix 1.

(3)   A *network operator*, acting as a *reasonable and prudent person*, may propose to establish a new *sub-network* that is not listed with an identifying code in the section of Appendix 1, or propose to change an existing *uncovered sub-network*, or *covered sub-network* as listed in Appendix 1. If the *network operator* does so, it must *notify AEMO* of the proposed new *sub-network* or proposed changes to an existing *uncovered sub-network*, or *covered sub-network* at least 40 *business days* before the new *sub-network* becomes operational, or before the proposed changes to an existing *uncovered sub-network*, or *covered sub-network* become operational.

(4)   Upon receipt of notification under clause 15(3), *AEMO* must verify the establishment of the new or changed *sub-network*, and, if satisfied with its verification, must publish to each *participant, pipeline operator* and *prescribed person* an update to the relevant section of Appendix 1 specifying the new or changed *sub-network* and its identifying code and any applicable new *gate point* and its code.

16. Identification of sub-networks, gas zones and gate points

(1)   An amendment to:

(a)   Appendix 1; and

> {Note: The process for amending Appendix 1 is set out in clause 15.}

(b)   Appendix 2 (excluding sub-appendix 2.3, "Estimation of Data for Basic Meters"); and

(c)   Appendix 7; and

(d)   Appendix 8; and

   is not a procedure change under Chapter 9 does not apply to the amendment.

(2)   For the avoidance of doubt, sub-appendix 2.3, "Estimation of Data for Basic Meters", is subject to Chapter 9.

(3)   Except as otherwise provided in these *procedures* and subject to clause 16(4), a *network operator* may amend those sections of Appendix 2.

(4)   Before any amendment to Appendix 2 takes effect, the *network operator* must:

(a) consult each *user* and *AEMO* in relation to the amendment; and

(b) take into consideration any reasonable objection to, or request to alter, the proposed amendment, from *users* or *AEMO*; and

(c) provide *notice* to each *participant* and *AEMO* (in such format as the *network operator* and *AEMO* may agree) of the amended Appendix at least 20 *business days* prior to the updated Appendix taking effect.

(5) Before any amendment to Appendix 7 takes effect, *AEMO* must:

(a) consult each *user, swing service provider* and *swing service provider of last resort* in relation to the amendment; and

(b) receive unanimous agreement from all *users, all swing service providers* and all *swing service providers of last resort* to the proposed amendment; and

(c) provide *notice* to each *participant, swing service provider* and *swing service provider of last resort* (in such format as *AEMO* reasonably may determine) of the amended Appendix at least 20 *business days* prior to the updated Appendix taking effect.

(6) Before any amendment to Appendix 8 takes effect, *AEMO* must:

(a) consult each *user* and *swing service provider of last resort* in relation to the amendment; and

(b) receive unanimous agreement from all *users* and all *swing service providers of last resort* to the proposed amendment; and

(c) provide notice to each *participant* and *swing service provider of last resort* (in such format as *AEMO* reasonably may determine) of the amended Appendix at least 20 *business days* prior to the updated Appendix taking effect.

{Note: *AEMO* and the *SSPs* or *SSPOLRs* must execute variations to the *SSPUD* or *SSPOLRUD* prior to *AEMO* publishing amendments to Appendices 7 or 8. Amendments to Appendices 7 or 8 have no legal effect on the terms of any *SSPUD* or *SSPOLRUD*.}

Part 1.6 – There is no part 1.6Review of procedures

17. There is no clause 17Review of the procedures

Except as otherwise stated in these *procedures*:

(a) in March 2020, or as soon as practicable thereafter, and every fifth anniversary from that date, *AEMO* must consult with the *procedure change committee* on whether a review of these *procedures* is to be undertaken; and

(b) *AEMO* may determine at its discretion at any other time that a review of these *procedures* is to be undertaken; and

(c) if a review of these *procedures* is to be undertaken, *AEMO* must develop a process (**"procedures review process"**) and *notify* all persons required to comply with these *procedures* of the *procedures review process*

Chapter 2 – The databases

Part 2.1 – The AEMO registry

{Note: The *AEMO registry* is not the only database that *AEMO* will be required to create and *maintain* for its operations under these *procedures*.}

18. AEMO registry is deemed to be correct

(1) If there is an inconsistency between an item of the *AEMO standing data* for a *delivery point* and an item in another database, then for the purposes of these *procedures* and in the absence of manifest error the *AEMO standing data* is deemed to be correct.

(2) Nothing in clause 18(1) limits *participants'* obligations to lodge a *data change notice* under clause 27 or an *error correction notice* under clause 32.

(3) Nothing in clause 18(1) limits *participants'* ability to enter into agreements to address or correct errors or inaccuracies in the *AEMO standing data* for a *delivery point*, subject to *participants* ensuring they comply with their obligations under clause 26.

{Note: The purpose of clause 18(3) is to permit "off-market" correcting transactions.}

19. Maintenance and administration of the AEMO registry

(1) *AEMO* must *maintain* and administer the *AEMO registry* under these *procedures*.

(2) The *AEMO registry* must include all *delivery points*.

20. AEMO standing data

(1) *AEMO* must ensure that the *AEMO registry* includes at least the following *accurate* information in respect of each *delivery point* under these *procedures* from the sources listed below:

Information	Source
(a) the *MIRN*; and	*network operator*
(b) the *MIRN status*; and	*network operator*
(c) the first date on which the *MIRN* became *commissioned*; and {Note: If the *delivery point* was connected before the commencement of these *procedures*, this date will differ from the date of first connection.}	*AEMO,* based on the date notified to it by the *network operator* under clause 65(2)(b)

	Information	Source
(d)	the *GBO Identification* of the *current user*, and	In the case of a *new connection* – *network operator*. In all other cases – *AEMO*.
(e)	the *GBO Identification* of the *ROLR*; and	*AEMO* (drawing the information from the *ROLR scheme*)
(f)	the *GBO Identification* of the *network operator*; and	*network operator*
(g)	whether the *delivery point* is equipped with an *interval meter* or a *basic meter*; and	*network operator*
(h)	the *gas zone*; and	*network operator*
(i)	whether or not the *customer* at the *delivery point* is a *small use customer*, and	*AEMO*
(j)	There is no (j);	
(k)	There is no (k);	
(l)	There is no (l);	
(m)	the *last date of modification*; and	*AEMO*
(n)	the last person to initiate a modification to the *AEMO registry* for the *MIRN*.	*AEMO*

(2) In clause 20(1), **"source"** means the person responsible for providing the information to *AEMO*, not necessarily the person who is the originating source of the information.

21. Current user remains financially responsible for a delivery point

A *user* remains recorded in the *AEMO registry* as the *current user* until such time as:

(a) the *MIRN* is *deregistered*; or

(b) a *transfer* occurs in respect of the *delivery point*; or

(c) *AEMO* accepts an *error correction transaction* in respect of the *delivery point*.

{Note: This procedure meets the requirement of section 11WL of the *Energy Coordination Act 1994* (WA).}

21A. FRC Hub certification

(1) Each person required, or who has agreed, to comply with some or all of these *procedures* (as applicable), must participate in the *FRC Hub certification process* and must satisfy the *FRC Hub certification criteria* prior to the date they are required to comply with these *procedures*.

(2) Prior to *AEMO* issuing a *GBO identification* under clause 22(2), *AEMO* must determine as a *reasonable and prudent operator* whether a person referred to under clause 21A(1) has satisfied the *FRC Hub certification criteria*.

(3) Upon satisfaction of the *FRC Hub certification criteria* under clause 21A(2), *AEMO* must issue a *FRC Hub compliance certificate* to the person.

(4) *AEMO* may immediately cancel a *FRC Hub compliance certificate* if, in *AEMO's* opinion as a *reasonable and prudent person* and having regard to the *FRC Hub certification criteria*, the holder of the *FRC Hub compliance certificate* breaches its obligations under *the FRC Hub Conditions* and/or the Connectivity Testing and Technical Certification document within the *AEMO Specification Pack* in such a manner that the integrity of the *FRC Hub* is jeopardised.

(5) The consequences of *AEMO* cancelling a *FRC Hub compliance certificate* for the person whose *FRC Hub compliance certificate* has been cancelled are:

   (a) the person must continue to comply with its obligations under these *procedures*; and

   (b) the person is not entitled to personally send and receive *notices* under these *procedures* via the *FRC Hub* at any time during the period its *FRC Hub compliance certificate* is cancelled; and

   (c) subject to clauses 22(6) and 22(10), the status of the person's *GBO identification* remains "active".

   {Note: As set out in the *FRC Hub Conditions*, the prohibition on a person personally sending *notices* via the *FRC Hub* while the person's *FRC Hub compliance certificate* has been cancelled only relates to aseXML transactions, because only aseXML transactions are sent via the *FRC Hub*.

   The person whose *FRC Hub compliance certificate* has been cancelled (**"first person"**) could arrange for another person who holds an *FRC Hub compliance certificate* (**"second person"**) to send *notices* on the *first person's* behalf, in order for the *first person* to continue complying with their obligations under these *procedures*.

   If the *first person* cannot and does not continue to comply with their obligations under these *procedures*, their breach of the *procedures* could be, if it has not been already, referred to *AEMO* or the *compliance panel* under Chapter 6.}

(6) *AEMO* must restore a cancelled *FRC Hub compliance certificate* upon demonstration by the person whose *FRC Hub compliance certificate* has been cancelled, to *AEMO's* satisfaction as a *reasonable and prudent operator* and having regard to the *FRC Hub certification criteria*, that the person is no longer in breach, or has remedied the breach, of the *procedures* as referred to in clause 21A(4).

21B. Readiness certification

(1) Each person required, or who has agreed, to comply with some or all of these *procedures* (as applicable), must participate in the *readiness testing process* and must satisfy the *readiness criteria* prior to the date they are required to comply with these *procedures*.

(2) Prior to *AEMO* issuing a *GBO identification* under clause 22(2), *AEMO* must determine as a *reasonable and prudent person* whether a person referred to under clause 21B(1) has satisfied the *readiness criteria*, and if so, issue a *readiness certificate* to the person.

22. GBO identification

(1) *AEMO* must have a unique *GBO identification*.

(2) *AEMO* must upon issuing a *FRC Hub compliance certificate* under clause 21A(3) and a *readiness certificate* under clause 21B:

    (a) *notify* each person required to have a *GBO identification* under clause 22(2), of *AEMO's GBO identification*; and

    (b) determine and issue a *GBO identification* for the person for each capacity in which it operates under these *procedures*; and

        {For example: A *user* may have two *GBO identifications* – one as a *user* and one as a *ROLR*. A *shipper* may have two *GBO identifications* – one as a *shipper* and one as a *swing service provider*.}

    (c) record the status of the *GBO identification* issued under clause 22(2)(b) as "active" in the *AEMO registry*; and

    (d) within 1 *business day* of issuing a *GBO identification* under clause 22(2)(b), *notify* all other persons with a *GBO identification* under these *procedures* of the *GBO identification* for the new person and provide them with the information set out in *procedures* 22(4)(a) to 22(4)(c).

(3) *AEMO* must ensure that each person required to have a *GBO identification* under these *procedures* has a different *GBO identification* for each capacity in which it operates under these *procedures*, but the same *GBO identification* if it operates in the same capacity, including for example:

    (a) a *user* that is also a *ROLR* must have a different *GBO identification* for its role as a *user* and its role as a *ROLR*; and

    (b) a *shipper* that has contracts for the transportation of gas through more than one *pipeline* must have a different *GBO identification* as a *shipper* on each *pipeline*; and

    (c) a *pipeline operator* that operates as a *pipeline operator* and a *SSPOLR* must have a *GBO identification* for each role.

(4) *AEMO* must ensure that the *AEMO registry* holds at least the following *accurate* information in respect of each *GBO identification* issued by *AEMO* under clause 22(2)(b):

(a) the name of the person; and

(b) the capacity in which the person operates in respect of the *GBO identification*; and

(c) the status of the *GBO identification*, being either "active", "suspended" or "deregistered"; and

(d) the person's nominated contact details as provided under clause 8(2); and

(e) the effective date of any change to the information set out in clauses 22(4)(a) to 22(4)(c).

(5) Upon any detail changing under clause 22(4), *AEMO* must within 24 hours of making the change, *notify* all other persons with a *GBO identification* that an amendment has been made and provide them with the updated information as set out in clauses 22(4)(a) to 22(4)(e).

(6) *AEMO* must record a person's *GBO identification* as "suspended" in the *AEMO registry*:

(a) if the person is a *Scheme participant, upon the person ceasing to be a party to the WA Gas Retail Market Agreement*; and

(b) if the person is a party to an agreement entered into under these *procedures* which provides for the person's *GBO identification* to be recorded as "suspended" – in accordance with the terms of the agreement.

(7) The consequences of *AEMO* recording a person's *GBO identification* as "suspended" in the *AEMO registry* are:

(a) the person must continue to comply with its obligations under these *procedures*; and

(b) for a *user* – without limiting clause 22(7)(a), the *user* is not entitled to exercise any rights granted to it under Chapter 2, Chapter 3, or Chapter 9; and

(c) for a *swing service provider* – without limiting clause 22(7)(a), the *swing service provider* is not entitled to exercise its rights under clause 281;

(d) for a *network operator* – without limiting clause 22(7)(a), the *network operator* is not entitled to exercise any rights granted to it under Chapter 9.

(8) To avoid doubt, recording a person's *GBO identification* as "suspended" in the *AEMO registry* has no effect on the operation of Chapter 5.

{Note: This means that a user with a "suspended" *GBO identification* will continue to be included in the allocation, reconciliation and swing calculations.}

(9) If a person was "suspended" under clause 22(6)(b), then when the agreement provides that the person's *GBO identification* should be marked as "active", *AEMO* must record the person's *GBO identification* as "active" in the *AEMO registry*.

(10) *AEMO* must record a person's *GBO identification* as "deregistered" in the *AEMO registry*:

    (a) if the person is no longer required to comply with these *procedures* — upon *AEMO* being notified that the person is no longer required to comply with these *procedures*; and

    (b) if the person is no longer required to be bound by these *procedures* through an agreement with *AEMO* — upon that person ceasing to be bound by the agreement with *AEMO*; and

    (c) if the person ceases to act in the capacity under these *procedures* to which the *GBO identification* relates — upon that person ceasing to act in that capacity; and

    (d) upon the person exiting the market under clause 377B.

(11) The consequence of *AEMO* recording a person's *GBO identification* as "deregistered" in the *AEMO registry* is that the person is no longer required to comply with these *procedures* and is not entitled to accrue any rights under these *procedures*.

23. AEMO to provide bulk AEMO standing data

(1) In this clause, **"bulk AEMO standing data"**:

    (a) in relation to a *network operator* — means the *AEMO standing data* for every *delivery point* in the *network operator's GDS*; and

    (b) in relation to a *user* — means the *AEMO standing data* for every *delivery point* for which the *user* is the *current user*.

        {Note: The purpose of this procedure is to allow *AEMO* and *participants* to compare their databases at a particular time.}

(2) A *participant* may request *AEMO* to provide the *participant* with *bulk AEMO standing data* (**"bulk AEMO standing data request"**).

(3) A *bulk AEMO standing data request* is valid only if the *participant* requesting the *bulk AEMO standing data* has an *active GBO identification*.

(4) Upon receipt of a *bulk AEMO standing data request* that is not valid, *AEMO* must *immediately notify* the *participant* that lodged the *bulk AEMO standing data request* that the *bulk AEMO standing data request* has been rejected and provide the reason why the *bulk AEMO standing data request* is not valid.

(5) Subject to clause 23(6), *AEMO* must provide *bulk AEMO standing data*:

(a)   to each *participant* on a quarterly basis; and

(b)   subject to clause 23(7), to a *participant* upon receiving a valid *bulk AEMO standing data request*; and

(c)   to the *ROLR* under clause 104(5) within the time required by that clause.

(6)   *AEMO* must:

(a)   *notify* the *participant* of the time and date on which it will generate *bulk AEMO standing data*, which must be at least 5 *business days* after the date of notification under this clause 23(6)(a); and

(b)   generate the *bulk AEMO standing data* at the time and on the date notified under clause 23(6)(a); and

(c)   provide the *bulk AEMO standing data* to the *participant* within 2 *business days* after the date of generation under clause 23(6)(b).

(7)   *AEMO* may, by having regard to the number of *bulk AEMO standing data requests* made by a *participant*, impose a limit on the number of *bulk AEMO standing data requests* a *participant* may lodge in any 30 day period for a fixed or indefinite period.

Part 2.2 – Changing the AEMO registry

Division 2.2.1 – Obligation to keep AEMO registry accurate

24. Purpose of this Part

The purpose of this Part 2.2 is to ensure that the *AEMO registry* is *accurate*.

25. AEMO must keep AEMO registry accurate

(1)   *AEMO* must not knowingly permit the *AEMO registry* to be materially *inaccurate*.

(2)   If *AEMO* becomes aware of a material *inaccuracy* in the *AEMO registry*, then:

(a)   if it is the source for the item of the *AEMO standing data* under clause 20(1) — it must as a *reasonable and prudent person* correct the *inaccuracy*; or

(b)   if it is not the source for the item of the *AEMO standing data* under clause 20(1) — it must notify the *network operator* as soon as practicable and provide details of the *inaccuracy*.

26. Participants must keep AEMO registry accurate

(1)   Without limiting clause 27 or clause 32, a *participant* must not knowingly permit the *AEMO registry* to be materially *inaccurate*.

(2) A *network operator* may discharge its duty under clause 26(1) by, as soon as practicable:

    (a) lodging a *data change notice* under clause 27(1)(a); or

    (b) *notifying AEMO* under clause 27(1)(b) that multiple *data change transactions* are required and should be dealt with as a bulk *transaction*; or

    (c) lodging an *error correction notice* under clause 32(3) in respect of having lodged an incorrect *new connection confirmation notice* or incorrect *permanent removal confirmation notice*; or

(3) A *current user* may discharge its duty under clause 26(1) by, as soon as practicable notifying:

    (a) the *previous user* under clause 32(1)(a) that it incorrectly lodged a *transfer request*; or

    (b) the *network operator* under clause 32(1)(b).

(4) A *previous user* may discharge its duty under clause 26(1) by, as soon as practicable lodging an *error correction notice* under clause 32(2) in respect of an incorrect *transfer request* having been lodged by the *current user*.

(5) The *previous user*, *current user* and the *network operator* must, where appropriate and reasonable, cooperate and assist *AEMO* with *maintaining accurate AEMO standing data* in the *AEMO registry* and correcting incorrect *delivery point transactions* by providing all reasonable assistance to *AEMO* in relation to a *data change transaction* and an *error correction transaction* (as applicable).

Division 2.2.2 – Data change notices

27. Data change notice

(1) If the *network operator* becomes aware of a change to, or an inaccuracy in, items 20(1)(f), 20(1)(g), 20(1)(h), 20(1)(k) or 20(1)(l) of the *AEMO standing data* for the *delivery point* for which it is the source under clause 20(1), then it must as soon as practicable:

    (a) lodge a *data change notice* for the *delivery point* with *AEMO*; or

    (b) *notify AEMO* that multiple *data change transactions* are required and should be dealt with as a bulk *transaction* under clause 31.

(2) If *AEMO* determines that the multiple *data change transactions* referred to in clause 27(1)(b) should not be dealt with as a bulk *transaction*, then:

    (a) *AEMO* must *immediately notify* the *network operator* of this determination; and

(b) the *network operator* must lodge a *data change notice* under clause 27(1)(a) in respect of each *delivery point* affected by the *network operator's* proposed change to the *AEMO standing data*.

{Note: The next procedure dealing with multiple *data change transactions* is clause 31.}

(3) A *data change notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *network operator* lodging the *data change notice*; and

(c) the proposed amendment to the *AEMO standing data*; and

(d) the reason for the proposed amendment; and

(e) the earliest date that the proposed amendment to the *AEMO standing data* can be registered in the *AEMO registry*.

28. Requirements for valid data change notice

A *data change notice* is valid only if:

(a) the *delivery point* exists in the *AEMO registry*; and

(b) the *delivery point's MIRN status* is *commissioned* or *decommissioned*; and

(c) there is not, in relation to the *delivery point*:

(i) an *open data change transaction* for the same item of *AEMO standing data* with an effective date on or after the effective date of the *data change notice*; or

(ii) an *open transaction* that is not a *data change transaction*; and

(d) it is lodged by the *network operator* who has an *active GBO identification*; and

(e) the proposed amendment only relates to items 20(1)(f), 20(1)(g), 20(1)(h), 20(1)(k) or 20(1)(l) of the *AEMO registry*; and

(f) the proposed amendment relates to item 20(1)(h) of the *AEMO registry*, that the proposed *gas zone* exists in the *AEMO registry*; and

(g) the date proposed under clause 27(3)(e) is no earlier than 30 *business days* before and no later than 30 *business days* after the date on which the *data change notice* was lodged; and

29. If data change notice is not valid

Upon receipt of a *data change notice* which is not valid, *AEMO* must *immediately*:

(a)   reject the *data change notice*; and

(b)   *notify* the *network operator* that lodged the *data change notice* that the *data change notice* has been rejected and provide the reason why the *data change notice* is not valid.

> {Note: A *network operator* wishing to reinitiate a *data change notice* that has been rejected must lodge a new *data change notice*.}

30. If data change notice is valid AEMO accepts data change transaction

Upon receipt of a valid *data change notice* lodged under clause 27(1)(a), *AEMO* must forthwith accept the *data change notice*.

> {Note: After accepting a *data change notice* under this clause 30, the *data change transaction* is complete and *AEMO* must update the *AEMO registry* under clause 49.}

31. Multiple data change transactions

(1)   Where *AEMO* determines that multiple *data change transactions* need to be handled as a bulk *transaction*, *AEMO* will manage the process, consult with affected parties to ensure the process is done efficiently and determine the *gas day* upon which the multiple *data change transactions* will take effect.

(2)   Upon completing the multiple *data change transactions*, *AEMO* must update the *AEMO registry* accordingly, to take effect from the start of the *gas day* as determined by *AEMO* under clause 31(1) and provide the affected parties with at least the information contained in clause 53(1) for the affected *delivery points*.

Division 2.2.3 – Error Correction Notices

32. Error correction notice

(1)   If a *current user* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as a result of:

(a)   lodging an incorrect *transfer request* with *AEMO,* then the *current user* must as soon as practicable and in any event within 10 *business days notify* the *previous user* of this fact. The *previous user* must as soon as practicable and in any event within 10 *business days* investigate the error or inaccuracy.

   (i)   There is no clause 32(1)(a)(i)

   (ii)   There is no clause 32(1)(a)(ii)

   (iii) There is no clause 32(1)(a)(iii)

   (iv)   There is no clause 32(1)(a)(iv)

(b)   the *network operator* having lodged an incorrect *delivery point transaction* with *AEMO* in respect of a *new connection confirmation notice* or *permanent removal confirmation notice* — the *current user* must as soon as practicable

and in any event within 10 *business days notify* the *network operator* of this fact.

(c) the *previous user* notifying the *current user* of the error or inaccuracy, then the *current user* must investigate the error or inaccuracy and *notify* the *previous user* of the outcome as soon as practicable and in any event within 10 *business days*.

(2) If a *previous user* is notified under clause 32(1)(a) or clause 32(1)(c) and chooses to lodge an *error correction notice* for the *delivery point* with *AEMO* then it must do so as soon as practicable and in any event within 10 *business days* of being notified by the *current user*.

(3) If a *network operator* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as the result of:

(a) being notified by the *current user* under clause 32(1)(b); or

(b) lodging an incorrect *delivery point transaction* with *AEMO* in respect of *new connection confirmation notice* or *permanent removal confirmation notice*,

then subject to clause 32(4), it must as soon as practicable lodge an *error correction notice* for the *delivery point* with *AEMO*.

(4) Before a *network operator* lodges an *error correction notice* as a result of clause 32(3)(b), it must *notify* the *current user* that it intends to lodge such a *notice*.

(5) A *previous user* or a *network operator* may only lodge an *error correction notice* in respect of an incorrect *delivery point transaction*.

(6) An *error correction notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *participant* lodging the *notice*; and

(c) the type of *delivery point transaction* that needs to be corrected; and

(d) the date the *delivery point transaction* was completed, so that if the *error correction notice* relates to:

(i) an incorrect *transfer*, the *transfer day* on which the *transfer* was purported to have occurred; or

(ii) an incorrect *new connection confirmation notice*, the day on which the *MIRN* was purported to have become *commissioned*; or

(iii) an incorrect *permanent removal confirmation notice*, the day on which the *MIRN* was purported to have become *deregistered*.

33. Requirements for valid error correction notice

An *error correction notice* is valid only if:

(a)   the *delivery point* exists within the *AEMO registry*; and

(b)   the specified *delivery point transaction* relates to one of the following:

    (i)   a *transfer*; or

    (ii)   a *new connection confirmation notice*; or

    (iii)   a *permanent removal confirmation notice*;

    and

(c)   the specified *delivery point transaction* relates to:

    (i)   a *transfer*, and there is not, in relation to the *delivery point*, an *open transaction*, unless the *open transaction* is a *reconnection confirmation notice* or *disconnection confirmation notice* for which the effective date is the same as the effective date of the *transfer day* of the completed *transfer*; or

    (ii)   a *new connection confirmation notice* or a *permanent removal confirmation notice*, and there is not, in relation to the *delivery point* an *open transaction*,

    and

(d)   the specified *delivery point transaction* relates to the *MIRN*; and

(e)   the specified *delivery point transaction* has been completed; and

(f)   the specified *delivery point transaction* relates to:

    (i)   a *transfer*, that:

        A.   the *participant* lodging the *notice* is the *previous user*; and

        B.   a *transfer* occurred on the *transfer day* specified in the *notice*; and

        C.   the *MIRN status* is *commissioned* or *decommissioned*; and

        D.   is the most recently completed *transaction* in respect of the *delivery point*, unless the more recently completed *transaction* is a *reconnection confirmation notice* or *disconnection confirmation notice* for which the effective date is the same as the effective date of the *transfer day* of the completed *transfer*;

        or

(ii) a *new connection confirmation notice* or a *permanent removal confirmation notice*, that:

A. the *participant* lodging the *notice* is the *network operator*; and

B. the effective date of the change to the *MIRN status* recorded in the *AEMO registry* occurred on the date specified in the *error correction notice*; and

C. is the most recently completed *transaction* in respect of the *delivery point* as recorded in the *AEMO registry*;

and

(g) the *participant* lodging the *notice* has an *active GBO identification*; and

(h) the specified *delivery point transaction* did not occur more than 425 days before the date of lodgement of the *notice*.

34. If error correction notice is not valid

Upon receipt of an *error correction notice* which is not valid, *AEMO* must *immediately*:

(a) reject the *error correction notice*; and

(b) *notify* the *participant* that lodged the *error correction notice* that the *error correction notice* has been rejected and provide the reason why the *error correction notice* is not valid.

{Note: A *previous user* or a *network operator* wishing to reinitiate an *error correction notice* that has been rejected must lodge a new *error correction notice*.}

35. If error correction notice is valid

Upon receipt of a valid *error correction notice* lodged under clause 32(1), *AEMO* must

(a) forthwith accept the *error correction notice*;

and

(b) if the *error correction notice* relates to a *transfer*, *promptly notify*:

(i) the *previous user* that the *error correction notice* has been accepted, which *notice* must provide at least the following information from the *error correction notice*:

A. the unique identifier assigned by *AEMO* to the *error correction notice*; and

B. the *transfer day* on which the *transfer* was purported to have occurred; and

C. the *process time* of the *error correction notice*; and

(ii) the *network operator* that the *error correction notice* has been accepted, which *notice* must provide at least the following information from the *error correction notice*:

A. the *MIRN*; and

B. the *GBO identification* of the *previous user*; and

C. the *transfer day* on which the *transfer* was purported to have occurred; and

D. the process time of the error correction notice; and

E. the unique identifier assigned by *AEMO* to the error correction notice; and

(iii) the *current user* that the *error correction notice* has been accepted, which *notice* must provide at least the following information from the *error correction notice*:

A. the *MIRN*; and

B. the *transfer day* on which the *transfer* was purported to have occurred; and

C. the process time of the error correction notice; and

D. the unique identifier assigned by *AEMO* to the error correction notice; and

(iv) suspend the *error correction transaction* until the lapse of the *error correction objection resolution period*;

or

(c) if the *error correction notice* relates to a *new connection confirmation notice*, *promptly notify* the *network operator* and the *current user* that the *error correction notice* has been accepted.

{Note: If the *error correction notice* relates to a *new connection confirmation notice* or *permanent removal confirmation notice,* the next applicable procedure appears at clause 50(a) where *AEMO* must update the *AEMO registry.*}

36. Error correction objection (in respect of an incorrect transfer)

(1) Before *close of business* at the expiry of 2 *full business days* after the *process time* notified under clause 35(b)(ii)D or 35(b)(iii)C, a *participant* may lodge with *AEMO* an *error correction objection* on one or more of the following grounds:

    (a) after making reasonable inquiries, the *participant* reasonably believes that the *error correction notice* contains incorrect information; or

    (b) the *participant* reasonably believes that the *delivery point transaction* specified in the *error correction notice* is correct.

(2) An *error correction objection* must specify at least the following information:

    (a) details of the *error correction notice* to which the *error correction objection* relates;

    (b) the *GBO identification* of the *participant* lodging the *error correction objection*; and

    (c) the ground of the *participant's* objection.

(3) An *error correction objection* is valid only if:

    (a) it corresponds to an *open error correction notice* lodged under clause 32(1), in respect of a correction to a *transfer*; and

    (b) it is lodged by the *network operator* or the *current user* who has an *active GBO identification* (as applicable); and

    (c) the *participant* lodging the *error correction objection* is objecting on one or more of the grounds specified in clause 36(1); and

    (d) it is lodged within the time period allowed under clause 36(1).

37. If error correction objection is not valid

Upon receipt of an *error correction objection* which is not valid, *AEMO* must *immediately*:

    (a) reject the *error correction objection*; and

    (b) *notify* the *participant* that lodged the *error correction objection* that the *error correction objection* has been rejected and provide the reason why the *error correction objection* is not valid.

38. If error correction objection is valid

Upon receipt of a valid *error correction objection*, *AEMO* must:

    (a) forthwith accept the *error correction objection*; and

(b) *promptly notify* the relevant *participants* that the *error correction objection* has been accepted, which *notice* must provide at least:

   (i) details of the *error correction notice* to which the *error correction objection* relates; and

   (ii) the *process time* of the *error correction objection*.

39. Withdrawal of error correction objection

(1) Before *close of business* at the expiry of 3 *full business days* after the *process time* notified under clause 38(b)(ii), a *participant* that lodged an *error correction objection* may lodge an *error correction objection withdrawal notice* with *AEMO*.

(2) An *error correction objection withdrawal notice* must specify at least the following information:

   (a) details of the *error correction objection* to which the *error correction objection withdrawal notice* relates; and

   (b) the *GBO identification* of the *participant* lodging the *notice*.

(3) An *error correction objection withdrawal notice* is valid only if:

   (a) it corresponds to an *open error correction objection* previously lodged by the *participant* under clause 36(1); and

   (b) the *participant* lodging the *notice* has an *active GBO identification*; and

   (c) it is lodged within the time period allowed under clause 39(1).

40. If error correction objection withdrawal notice is not valid

Upon receipt of an *error correction objection withdrawal notice* which is not valid, *AEMO* must *immediately*:

   (a) reject the *error correction objection withdrawal notice*; and

   (b) *notify* the *participant* that lodged the *error correction objection withdrawal notice* that the *error correction objection withdrawal notice* has been rejected and provide the reason why the *error correction objection withdrawal notice* is not valid.

41. If error correction objection withdrawal notice is valid

Upon receipt of a valid *error correction objection withdrawal notice*, *AEMO* must:

   (a) forthwith accept the *error correction objection withdrawal notice*; and

   (b) forthwith *cancel* the corresponding *error correction objection*; and

(c) *promptly notify* the relevant *participants* that the *error correction objection withdrawal notice* has been accepted and the corresponding *error correction objection* has been withdrawn, which *notice* must provide at least details of the *error correction objection* to which the *error correction objection withdrawal notice* relates.

42. Cancellation of error correction transaction

If, *AEMO* does not receive a valid *error correction objection withdrawal notice* within the time period specified under clause 39(1), *AEMO* must:

(a) forthwith *cancel* the *error correction transaction*; and

(b) *promptly notify* the affected *participants* that the *error correction transaction* has been *cancelled*.

> {Note: A *previous user* wishing to reinitiate an *error correction transaction* in respect of a *transfer request* that has been *cancelled* must lodge a new *error correction notice* under clause 32(2).}

43. Withdrawal of error correction notice

(1) A *previous user* may withdraw an *error correction notice* in respect of a *transfer request* at any time before *AEMO* completes the *error correction notice* under clause 46, by lodging an *error correction withdrawal notice* to *AEMO*.

(2) A provision of these *procedures* permitting or requiring *AEMO* to *cancel* an *error correction transaction* does not limit the generality of clause 43(1).

(3) An *error correction withdrawal notice* must specify at least the following information:

(a) details of the *error correction notice* to which the *error correction withdrawal notice* relates; and

(b) the *GBO identification* of the *previous user* lodging the *notice*.

(4) An *error correction withdrawal notice* is valid only if it corresponds to an *open error correction notice* previously lodged by the *previous user* who has an *active GBO identification*.

44. If error correction withdrawal notice is not valid

Upon receipt of an *error correction withdrawal notice* which is not valid, *AEMO* must *immediately*:

(a) reject the *error correction withdrawal notice*; and

(b) *notify* the *previous user* that lodged the *error correction withdrawal notice* that the *error correction withdrawal notice* has been rejected and provide the reason why the *error correction withdrawal notice* is not valid.

45. If error correction withdrawal notice is valid

Upon receipt of a valid *error correction withdrawal notice*, *AEMO* must:

(a)   forthwith accept the *error correction withdrawal notice*; and

(b)   forthwith *cancel* the *error correction transaction*; and

(c)   *promptly notify* the affected *participants* that the *error correction withdrawal notice* has been accepted and that the *error correction transaction* has been *cancelled*.

46. AEMO to mark as pending and then complete error correction transaction in respect of an incorrect transfer

(1)   If *AEMO*:

(a)   has accepted a valid *error correction notice* under clause 35(a) in respect of an incorrect *transfer*; and

(b)   has not been notified of a *correction withdrawal notice* under clause 43(1); and

(c)   either:

(i)   does not receive a valid *error correction objection*; or

(ii)   receives a valid *error correction objection* and also a valid *error correction objection withdrawal notice*,

then, *AEMO* must:

(d)   forthwith mark the *error correction transaction* as *pending*; and

(e)   *promptly* notify the affected *participants* that the *error correction transaction* is *pending*.

(2)   Upon notifying *participants* under clause 46(1)(e), *AEMO* must:

(a)   forthwith complete the *error correction transaction*; and

(b)   *promptly* notify the affected *participants* that the *error correction transaction* has been completed.

> {Note: After completing an *error correction transaction* under clause 46(2), *AEMO* must update the *AEMO registry* under clause 50(a).}

47. When error correction transactions take effect

Unless these *procedures* state otherwise, an *error correction transaction* takes effect as from:

(a)   in respect of a *transfer* — the start of the *transfer day* on which the *transfer* was purported to have occurred; and

(b)	in respect of a *new connection confirmation notice* — the start of the *gas day* on which the *MIRN* was purported to have become *commissioned*; and

(c)	in respect of a *permanent removal confirmation notice* — the start of the *gas day* on which the *MIRN* was purported to have become *deregistered*.

Division 2.2.4 – Provision of metering data at conclusion of valid error correction transaction

48. Network operator must provide metering data to new current user

Within 5 *business days* of receiving a *notice* under clause 46 in respect of an incorrect *transfer*, the *network operator* must provide the new *current user* with the *metering data* for the *delivery point* (if any) that new *current user* would have received had the incorrect *delivery point transaction* (as applicable) not occurred.

Division 2.2.5 – Updating AEMO registry and provision of AEMO standing data

49. Updating AEMO registry after accepting a data change transaction

AEMO must upon accepting a *data change transaction* in relation to a *delivery point* under clause 30, amend the relevant item of *AEMO standing data* in the *AEMO registry* to take effect from the start of the *gas day* specified under clause 27(3)(e) (**"effective date"**), on the earlier of:

(a)	forthwith, if the *effective date* is retrospective; or

(b)	on the start of the *gas day* of the *effective date*, if the *effective date* is prospective.

> {Note: This clause 49 does not apply to multiple *data change transactions* that are dealt with as a bulk *transaction* under clause 31(2).}

50. Updating AEMO registry after accepting and completing an error correction transaction

AEMO must:

(a)	upon accepting an *error correction transaction* in relation to:

   (i)	an incorrect new connection confirmation notice; or

   (ii)	an incorrect permanent removal confirmation notice,

   for a *delivery point* under clause 35(a) — forthwith correct the relevant item of *AEMO standing data* in the *AEMO registry*, to take effect from the start of the *gas day* specified in clause 47(b) or 47(c) (as applicable); and

(b)	upon completing an *error correction transaction* in relation to an incorrect *transfer* for a *delivery point* under clause 46 — forthwith correct the relevant

item of *AEMO standing data* in the *AEMO registry*, to take effect from the start of the *gas day* specified in clause 47(a).

51. Updating AEMO registry due to change in MIRN status

AEMO must:

(a) upon accepting a valid *new connection confirmation notice* under clause 69 forthwith:

    (i) create a new record for the *delivery point*; and

    (ii) record the *MIRN status* as *commissioned*; and

    (iii) load data into the *AEMO registry* including the items of the *AEMO standing data* provided by the *network operator* and including for a *basic-metered delivery point*, *AEMO* determining whether the *customer* is a *small use customer* under clause 373,

    to take effect from the start of the *gas day* on which the *MIRN* became *commissioned* as notified to *AEMO* by the *network operator*; and

(b) upon accepting a valid *disconnection confirmation notice* under clause 116(1)(a) — forthwith record the *MIRN status* in the *AEMO registry* as *decommissioned*, to take effect from the start of the *gas day* on which the *MIRN* became *decommissioned* as notified to *AEMO* by the *network operator*; and

(c) upon accepting a valid *reconnection confirmation notice* under clause 124(1)(a) — forthwith record the *MIRN status* in the *AEMO registry* as *commissioned*, to take effect from the start of the *gas day* on which the *MIRN* became *commissioned* again as notified to *AEMO* by the *network operator*; and

(d) upon accepting a valid *permanent removal confirmation notice* under clause 132(a) — forthwith *deregister* the *MIRN* in the *AEMO registry*, to take effect from the start of the *gas day* on which the *MIRN* became *deregistered* as notified to *AEMO* by the *network operator*.

52. Updating AEMO registry due to a completed transfer or determination of a small use customer or a small use customer indicator determination

AEMO must:

(a) record the *incoming user* in the *AEMO registry* as the *current user* to take effect from the start of the *transfer day*:

    (i) for a *basic metered delivery point* forthwith upon the receipt of a *meter reading* under clause 103(1)(b); or

(ii)   for an *interval-metered delivery point* at the start of the *earliest transfer day*; and

(b)   upon determining whether or not the *customer* at a *delivery point* is a *small use customer* under clause 373 — within 1 *business day* record in the *AEMO registry* whether or not the *customer* is a *small use customer*, to take effect from the start of the *gas day* on which the determination was made by *AEMO.*

53. Provision of AEMO standing data

(1)   Upon updating the *AEMO registry* under clause 49, 50(a)(ii), 51(b), 51(c), 51(d) or 52(b), *AEMO* must *immediately notify* the *network operator*, and the *current user* of at least the following information:

(a)   the *MIRN*; and

(b)   the details of the updated item of *AEMO standing data*; and

(c)   the reason for the update to the item of *AEMO standing data*; and

(d)   the *last date of modification* of the *AEMO registry* for the *MIRN*; and

(e)   the last person to initiate a modification to the *AEMO registry* for the *MIRN*.

(2)   Upon updating the *AEMO registry* under clause 50(b)or 52(a), *AEMO* must *immediately*:

(a)   *notify* the *network operator* of at least the following information:

(i)   the *MIRN*; and

(ii)   the details of the updated item of *AEMO standing data*; and

(iii)   the reason for the update to the item of *AEMO standing data*; and

(iv)   the *last date of modification* of the *AEMO registry* for the *MIRN*; and

(v)   the last person to initiate a modification to the *AEMO registry* for the *MIRN*; and

(b)   provide the *current user* with the *AEMO standing data* for the *delivery point* and the reason for the update to the item of *AEMO standing data*; and

(c)   *notify* the *previous user* of at least the following information:

(i)   the *MIRN*; and

(ii)   that the *current user* of the *delivery point* has changed; and

(iii)   the reason for the update to the item of *AEMO standing data*; and

       (iv)   the *last date of modification* of *the AEMO registry* for the *MIRN*.

> {Note: The *transfer confirmation* notice provided under clause 103(1)(d)also serves as the notice required under clause 53(2)(c) for updates to the registry under clause 52(a). For the avoidance of doubt this notice is only provided following the successful update of the *AEMO registry*.}

> {Note: The error transaction completion notice provided under clause 46(2)(b) also serves as the notice required under clause 53(2)(c) for updates to the *registry* under clause 50(b). For the avoidance of doubt this notice is only provided following successful update of the *AEMO registry*.}

(3)   Upon updating the AEMO registry under clause 51(a), AEMO must immediately

    (a)   *notify* the *network operator* of at least the following information:

        (i)   the *MIRN*; and

        (ii)   the details of the updated item of *AEMO standing data*; and

        (iii)   the reason for the update to the item of *AEMO standing data*; and

        (iv)   the *last date of modification* of the *AEMO registry* for the *MIRN*; and

        (v)   the last person to initiate a modification to the *AEMO registry* for the *MIRN*; and

    (b)   provide the *current user* with the *AEMO standing data* for the *delivery point* and the reason for the update to the item of *AEMO standing data*.

Part 2.3 – Retention of and access to historical data in the AEMO registry

54. AEMO registry to provide audit trail

(1)   *AEMO* must ensure that the *AEMO registry* retains a full change history, such that it can be recreated for a *delivery point* as at the beginning of the *gas day*, for any date in the preceding 7 years or (if the *AEMO standing data* in the *AEMO registry* covers less than 7 years) for as many years as there is *AEMO standing data* in the *AEMO registry* for the *delivery point*.

(2)   The change history *maintained* under clause 54(1) must for any change to the *AEMO standing data* for a *delivery point* made in the preceding 7 years, or for as many years as there is *AEMO standing data* available, permit the identification of:

    (a)   the date on which the change occurred; and

    (b)   the identity of the *person* who initiated or requested the change.

55. Accessibility of data in the AEMO registry

    AEMO must *maintain* or archive the previous *AEMO standing data* for each *delivery point* identified in the *AEMO registry*:

(a)   in a readily accessible format for at least 2 years after the date on which a *delivery point* is *deregistered*; and

(b)   after that for at least a further 5 years in a format accessible by *AEMO* within 5 *business days*.

55A. Explicit informed consent required

(1)   Before lodging a request with *AEMO* for *historical AEMO standing data* for a *delivery point* that relates to a period for which the *user* was not the *current user*, a *user* must obtain the *customer's explicit informed consent* to the receipt by the *user* of the requested data.

> {Note: The *user* should ensure that the *customer's* consent extends to all actions the *user* may need to undertake to complete the request for the *historical AEMO standing data*.}

(2)   If at any time before *AEMO* has provided information to a *user* under clause 57(2), a *customer's explicit informed consent* under clause 55A(1) ceases to apply (for example because it is withdrawn), then the *user* must withdraw the request to the extent that the request relied upon the *customer's explicit informed consent*.

(3)   If at any time after *AEMO* has provided information to a *user* under clause 57(2), a *customer's explicit informed consent* under clause 55A(1) ceases to apply (for example because it is withdrawn), then the *user* must not use the information for any purpose and must to the extent reasonably practicable delete all copies of the information*.*

56. Request for historical AEMO standing data

(1)   Subject to clause 56(2), a *user* or a *network operator* may lodge an *historical AEMO standing data request* with *AEMO* in respect of a *delivery point*.

(2)   By lodging an *historical AEMO standing data request* with *AEMO* under clause 56(1), the *user* represents and warrants to *AEMO* that either:

(a)   the *historical AEMO standing data* requested by the *user* only relates to a period for which the *user* was the *current user*; or

(b)   that the *user* has complied with clause 55A(1).

> {Note: Under clause 376A(2), a breach of this warranty will expose the user to liability for more than just direct damage.}

(3)   The *user* makes the warranty in clause 56(2) anew on each day that an *historical AEMO standing data request* is *open*.

(4)   An *historical AEMO standing data request* must specify at least the following information:

(a)   the *MIRN*; and

(b)   the *GBO identification* of the *participant* lodging the request; and

(c)   the start date and end date of the period to which the request relates; and

(d)   the *historical AEMO standing data* requested.

(5)   *AEMO* may, by having regard to the number of *historical AEMO standing data requests* it receives, impose a daily limit on the number of *historical AEMO standing data requests* that a *participant* may lodge under clause 56(1) for a fixed or indefinite period.

57. AEMO to provide historical AEMO standing data

(1)   Upon receipt of an *historical AEMO standing data request* under clause 56(1), *AEMO* must:

(a)   confirm that the *participant* has an *active GBO identification*; and

(b)   if the *historical AEMO standing data request* was made by a *network operator*, confirm that the *network operator* is recorded in the *AEMO registry* as the *network operator* for that *delivery point*.

(2)   Upon confirming the matters in clause 57(1) and provided that the *participant* has not withdrawn the request under clause 57(4), *AEMO* must provide the *historical AEMO standing data* (as requested) to the *participant* that lodged the *historical AEMO standing data request*:

(a)   within 1 *business day*, if the *historical AEMO standing data* requested is less than 2 years old; or

(b)   within 5 *business days*, if the *historical AEMO standing data* requested is between 2 and 7 years old.

(3)   If *AEMO* was unable to confirm any or all of the matters in clause 57(1), *AEMO* must within 1 *business day* of receiving the *historical AEMO standing data request*:

(a)   reject the *historical AEMO standing data request*; and

(b)   *notify* the *participant* that lodged the *historical AEMO standing data request* that the *historical AEMO standing data request* has been rejected and provide the reason why the *historical AEMO standing data request* has been rejected.

(4)   A *participant* may at any time before receiving the requested *historical AEMO standing data* under clause 57(2), withdraw the request made under clause 56(1) by *notifying AEMO*.

Part 2.4 – A network operator's databases

58. MIRN database

Each *network operator* must create, *maintain* and administer a *MIRN database,* which must include at least the following information in respect of each *delivery point* located in the *network operator's GDS*:

(a)   the *MIRN*; and

(b)   the *discovery address*; and

(c)   the *meter number*; and

(d)   for a *basic meter* — the *reading day number*; and

(e)   the *gas zone code*; and

(f)   the *distribution tariff code* to which that *delivery point* is assigned; and

(g)   the *MIRN status*.

59. Street/suburb table

(1)   Each *network operator* must create, *maintain*, administer and make available in *electronic form* a *street/suburb table* that can be remotely accessed for downloading by a *participant*.

(2)   The *street/suburb table* must be an extract from the *network operator's MIRN database* and must identically reproduce the *street/suburb combination* for the *discovery address* of every *delivery point* in the *network operator's GDS* as it is recorded in the *network operator's MIRN database* at the time of the extraction, including:

(a)   any abbreviations contained in the corresponding entry in the *MIRN database*;

{Example: St, Str, Ave, Rd.}

(b)   any uppercase and lowercase letters contained in the corresponding entry in the *MIRN database*;

{Example: Alberts road, foley Street.}

(c)   any spaces contained in the corresponding entry in the *MIRN database*; and

{Example: Riley Street, Riley Street, Beaumaris, Beaumaris.}

(d)   any misspellings contained in the corresponding entry in the *MIRN database*,

{Example: Beaumorris, Beau-maris.}

(3)   The *street/suburb table* must not contain duplicate entries.

{Example: If there are 2 *delivery points* in a *network operator's MIRN database* which are both located on William Street, Perth, the *network operator* must not include both entries in the *street/suburb table* because it involves unnecessary duplication.}

(4)   Each *network operator* must ensure that:

(a)   at least once every calendar month, its *street/suburb table* is extracted from its *MIRN database*; and

(b)   its *street/suburb table* specifies the date of extraction.

{Note: There is no mechanism for changes to the *street/suburb table*, because any errors in the *street/suburb table* should be changed in the *MIRN database*.}

60. MSD database

(1)   Each *network operator* must create, *maintain* and administer a *MSD database*, which must include at least the following information in respect of each *delivery point* located in the *network operator's GDS*:

(a)   the *MIRN*; and

(b)   the *pressure correction factor*; and

(c)   the *meter number*; and

(d)   the *meter type*; and

(e)   the *index type*; and

(f)   for a *basic meter* — the number of dials; and

(g)   for a *basic meter* — the *reading day number*; and

(h)   the *meter* location; and

(i)   the *dog code*; and

(j)   site access information.

{Note: "Site access information" is intended to be a miscellaneous field for site information, e.g. the location of a key.}

(2)   A *network operator* is not liable for loss or damage suffered or incurred by any person as a result of information referred to in clause 60(1)(i) for a *delivery point* not being *accurate*.

61. Users and AEMO must assist a network operator to keep network operator's databases accurate

(1)   Neither a *user* nor *AEMO* may knowingly permit any or all of a *network operator's MIRN database, street/suburb table* or *MSD database* to be materially *inaccurate*.

(2)   A *user* or *AEMO* may discharge their respective duties under clause 61(1) by as soon as practicable *notifying* the *network operator* of a proposed amendment to one of the *network operator's* databases together with details of why it is necessary, within 2 *business days* after becoming aware of a need to change information stored in the *MIRN database* or *MSD database*.

(3)   Upon receipt of a *notification* under clause 61(2), a *network operator* must determine whether a change is required to one of its databases, and if it determines that no change is necessary it must within 5 *business days notify* the *user* or *AEMO* (as applicable) of its determination and its reasons.

62. Updating MIRN database and MSD database

(1)   A *network operator* must, in accordance with this clause 62, ensure that the information stored in its *MIRN database* and its *MSD database* is *accurate*.

(2)   Clause 62(1) does not require a *network operator* to undertake any investigation in respect of the items referred to in clauses 60(1)(i) and 60(1)(j), but this clause 62 (2) does not limit the *network operator's* obligations under clause 61(3) if it is notified under clause 61(2) of a necessary change to either of those items.

(3)   Upon updating its *MIRN database* and *MSD database*, except as a result of undertaking a *disconnection* under clause 105(1)(c) or a *reconnection* under clause 117(1)(c), a *network operator* must *promptly* provide at least the updated item of *MIRN standing data* or *meter standing data* (as applicable) for a *delivery point* to the *current user*.

> {Note: In accordance with clause 27(1), the *network operator* will if necessary also raise a *data change notice* with *AEMO*, if a change has been made to the *gas zone*, *meter type* or if the *delivery point* is no longer in the *network operator's GDS*.}

Chapter 3 – MIRN transactions

Part 3.1 – New connection

63. Allocating MIRNs to network operators

(1) Subject to clause 63(2), *AEMO* must assign a range of *MIRNs* to a newly registered *network operator*, in consultation with the *network operator*, at the time of *notifying* the *network operator* of its *GBO identification* under clause 22(2)(c).

(2) *AEMO* must not assign the same range of *MIRNs* to more than one *network operator*.

64. Allocating a MIRN to a delivery point

(1) Upon installing a *meter* at a *new connection*, a *network operator* must, if it has not done so already:

   (a) assign a *MIRN* to the *delivery point* within the range and format as allocated to the *network operator* by *AEMO* under clause 63; and

   (b) determine a *MIRN checksum* for the *MIRN* in accordance with the standard algorithm as set out in Appendix 3.

(2) A *network operator*:

   (a) must not assign the same *MIRN* to more than one *delivery point*; and

   (b) must not re-use a *MIRN* that related to a previously *deregistered delivery point*.

65. MIRNs becoming commissioned for the first time

(1) A *network operator* has commissioned a *delivery point* when:

   (a) a *meter* has been installed and commissioned at the *delivery point*; and

   (b) gas is able to flow at the *delivery point*; and

   (c) the *meter reading data* has been obtained for the *delivery point*.

(2) Upon first commissioning a *delivery point*, a *network operator* must:

   (a) *promptly notify* the *user* that the installation of the *meter* at the *delivery point* is complete and *notify* the *user* of:

      (i) the *MIRN standing data*; and

      (ii) the *meter standing data* assigned to the *delivery point*; and

(iii)   for a *basic-metered delivery point* only, the *metering data* in accordance with clause 161 as if the *user* were an *incoming user*; and

(b)   *promptly* lodge a *new connection confirmation notice* with *AEMO.*

66. New connection confirmation notice

A *new connection confirmation notice* must specify at least the following information:

(a)   the *MIRN* assigned to the *delivery point*; and

(b)   the *GBO identification* of the *network operator* lodging the *notice*; and

(c)   the date on which the *MIRN* became *commissioned*; and

(d)   the data for those items of the *AEMO standing data* for which the *network operator* is the source under clause 20(1); and

(e)   and if the delivery point is *basic-metered* — the *anticipated annual consumption* for the delivery point.

67. Requirements for valid new connection confirmation notice

A *new connection confirmation notice* is valid only if:

(a)   the *MIRN* does not already exist in the *AEMO registry*; and

(b)   it is lodged by the *network operator* who has an *active GBO identification*; and

(c)   the *user* nominated by the *network operator* as the *current user* for item 20(1)(d) of the *AEMO standing data*, has an *active GBO identification*; and

(d)   the date on which the *notice* is received is on or after the date on which the *MIRN* became *commissioned*; and

(e)   the *meter type* is either a *basic meter or an interval meter*; and

(f)   the *gas zone* exists in the *AEMO registry*;

(g)   the *notice* sets out information for the purposes of clause 66(e); and

(h)   the *user* has a contract with a *shipper* for the haulage of *gas* to that *delivery point*.

68. If new connection confirmation notice is not valid

Upon receipt of a *new connection confirmation notice* which is not valid, *AEMO* must *immediately*:

(a)   reject the *new connection confirmation notice*; and

(b) *notify* the *network operator* that lodged the *new connection confirmation notice* that the *new connection confirmation notice* has been rejected and provide the reason why the *new connection confirmation notice* is not valid.

> {Note: A *network operator* wishing to reinitiate a *new connection confirmation notice* that has been rejected must lodge a new *new connection confirmation notice*.}

69. If new connection confirmation notice is valid

Upon receipt of a valid *new connection confirmation notice* lodged under clause 65(2)(b), *AEMO* must:

(a) forthwith accept the *new connection confirmation notice*; and

(b) *promptly notify* the *network operator* that the *new connection confirmation notice* has been accepted.

> {Note: Upon accepting a valid *new connection confirmation notice* under clause 69, *AEMO* must update the *AEMO registry* under clause 51(a) and provide the *user* and the *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.
>
> The *user* is responsible for all transportation and haulage charges to and all gas withdrawals from the *delivery point* from the beginning of date on which the *MIRN* became *commissioned*.}

Part 3.2 – MIRN discovery

70. Purpose of MIRN discovery process

The purpose of the *MIRN* discovery process is to enable a *user* to request and to receive information regarding a *delivery point*.

71. MIRN must be set out

(1) There is no clause 71(1).

(2) Each *user* must ensure that each invoice it renders to a *customer* that is not a *small-use customer* at a *delivery point* to which the *user* delivers gas includes the *MIRN* and *MIRN checksum* for the *delivery point*.

> {Note – There is an obligation on *users* to provide the *MIRN* on invoices to *small-use customers* in the Compendium of Gas Customer Licence Obligations, under Division 2 clause 4.5.}

72. Explicit informed consent required

(1) Before lodging a *MIRN discovery request* with a *network operator*, a *user* must obtain the *customer's explicit informed consent* to the receipt by the *user* of the *MIRN standing data* that relates to the *customer's delivery point*.

> {Note: The *user* should ensure that the *customer's* consent extends to all actions the *user* may need to undertake to complete the *MIRN* discovery process, for example, subsequent lodgements if the first *MIRN discovery request* is rejected, liaison with the *network operator* under clause 76 and the subsequent report that the *network operator* is required to provide *AEMO* under clause 73(1).}

(2) By lodging a *MIRN discovery request* with a *network operator*, the *user* represents and warrants to the *network operator* that the *user* has complied with clause 72(1).

{Note: Under clause 376A(2), a breach of this warranty will expose the user to liability for more than just direct damage.}

(3) A *user* makes the warranty in clause 72(2) anew on each day that the *MIRN discovery request* is *open*.

(4) If at any time after the *network operator* has provided information to a *user* under clause 75, a *customer's explicit informed consent* under clause 72(1) ceases to apply (for example because it is withdrawn), then the *user* must not use the information for any purpose and must to the extent reasonably practicable delete all copies of the information.

(5) This clause 72 does not apply where the *user* is a *self-contracting user*.

(6) To avoid doubt, a *user* does not require the *customer's explicit informed consent* for receipt of the information referred to in clause 75(2)(b)(ii).

(7) To avoid doubt, a *current user* for a *delivery point* does not require the *customer's explicit informed consent* for receipt of the *MIRN standing data* for the *delivery point*.

73. AEMO to review MIRN discovery requests and explicit informed consents

(1) There is no clause 73(1).

(2) There is no clause 73(2).Each *network operator* must, at least once a month, provide AEMO with a report of all *MIRN discovery requests* it received in the period since its last report under this clause 73(1).

(3) There is no clause 73(3)The report under clause 73(1) is to be in a format agreed between AEMO and the *network operator* and must provide at least the following information for each *MIRN discovery request* received during the month:

(4) the *MIRN*; and

(5) the identity of the *user* lodging the request; and

(6)(3) the *discovery address*.

(7)(4) AEMO may from time to time inspect each *user's* records of *explicit informed consent* given under clause 72(1), to conduct a *negative assurance audit* of the *user's* compliance with clauses 72(1) and 72(4).

74. The MIRN discovery request

(1) Subject to clause 72, a *user* may lodge a *MIRN discovery request* with a *network operator* at any time.

(2) A *MIRN discovery request* must specify at least the following information:

(a) the *GBO identification* of the *user* lodging the *MIRN discovery request*; and

     (b)   either:

        (i)   the *MIRN*; or

        (ii) the *discovery address*.

(3)   For the purposes of clause 74(2)(b)(ii), a *user* must specify (if applicable) at the least the following information for the *discovery address*:

     (a)   house number or lot number (as applicable), or if neither are applicable, the building/property name; and

> {Note: In relation to building/property name for example "North Wing, Treasury Building" or "Brindabella".}
>
> {Note: Lot numbers are allocated to an address prior to street numbering. }

     (b)   street name; and

> {For example: "Rundle" or "Murray".}

     (c)   street type code; and

> {For example: "St", "Rd", "Ave", or "Blvd".}

     (d)   street suffix; and

> {For example: "N", "S", "E" or "W".}

     (e)   suburb/place/locality; and

> {For example: "Perth", "Mosman Park" or "Mt Lawley".}

     (f)   *State*/Territory; and

> {For example: "WA" .}

     (g)   post code.

74A   Complete MIRN Listing

(1)   Each network operator must use its best endeavours to update, format and deliver a new complete MIRN listing in accordance with the AEMO Specification Pack which is to be made available to AEMO by 5pm on the fifth business day after the end of the calendar month or as otherwise agreed from time to time by all relevant parties.

(2)   AEMO must make each complete MIRN listing available to all users after it is received from the network operator.

(3)   The user must ensure that the complete MIRN listing is accessed and used solely to confirm the relevant discovery address/MIRN details of the customer.

(4)   The user must ensure that the customer has provided explicit informed consent to access and use the complete MIRN listing to confirm the relevant discovery address/MIRN details of the customer in relation to the delivery point.

75. Network operator to respond to MIRN discovery request

(1) If a *MIRN discovery request* specifies a *MIRN*, then subject to clause 75(3):

    (a) if the *MIRN* does not appear in the *MIRN database* or its *MIRN status* is *deregistered* — the *network operator* must *immediately notify* the *user* of the fact; and

    (b) otherwise — the *network operator* must, in relation to the *MIRN*, *immediately* provide the *user* with:

        (i) the *MIRN standing data*, excluding the information referred to in clause 58(d); and

        (ii) the next *scheduled meter reading* date and the planned frequency of future *scheduled meter readings*.

(2) If a *MIRN discovery request* specifies a *discovery address* containing the information in clause 74(3), then:

    (a) if the *discovery address* does not identically correspond to those elements of a *discovery address* in the *MIRN database* — the *network operator* must *immediately notify* the *user* of the fact; or

    (b) if the *discovery address* identically corresponds to those elements of a *discovery address* in the *network operator's MIRN database*, then:

        (i) if there is no *commissioned* or *decommissioned MIRN* for the *discovery address* in the *MIRN database* — the *network operator* must *immediately notify* the *user* of the fact; and

        (ii) if there is more than one *commissioned* or *decommissioned MIRN* for the *discovery address* in the *MIRN database* — the *network operator* must *immediately* provide the following information to the *user* for each *MIRN* (but only up to a maximum of 99 *MIRNs*) that has matched the *discovery address*:

            A. the *MIRN*; and

            B. the *meter number*; and

            C. the *discovery address*;

                {Note: The purpose of this clause 75(2)(b)(ii) is to assist a *user* discover a *MIRN* in respect of a block of units, shopping centre, or a factory etc, which all have the same street or lot number but will obviously have different unit or shop numbers, or in relation to factories, each factory will have a different lot number suffix (i.e. "A" or "B") etc.}

        and

(iii)   otherwise, the *network operator* must *immediately* provide the *user* with:

A.   the *MIRN standing data*, excluding the information referred to in clause 58(d); and

B.   the next *scheduled meter reading* date and the planned frequency of future *scheduled meter readings*.

> {Note: A *user* may lodge a new *MIRN discovery request* under clause 74(1) at any time.}

(3)   If the *MIRN discovery request* was not lodged on a *business day*, then the *network operator* must respond to the *MIRN discovery request* no later than on the next *business day* as if the *MIRN discovery request* was lodged on that *business day*.

76. Network operator to assist

(1)   A *user*, (provided it has first made reasonable efforts to lodge a valid *MIRN discovery request*) may request the *network operator's* assistance to determine a *delivery point's discovery address* or *MIRN*, in which case, subject to clause 76(2), the *network operator* must provide that assistance:

(a)   where the request for assistance is made before midday on a *business day* — by 5.00 pm on that *business day*; and

(b)   where the request for assistance is made on or after midday on a *business day,* or is not made on a *business day* — by 5.00 pm on the next *business day*.

(2)   To avoid doubt, clause 76(1) only requires the *network operator* to use reasonable endeavours during *business hours* to assist the *user* to determine a *delivery point's discovery address* or *MIRN* to enable the *user* to lodge a further *MIRN discovery request* in relation to the *delivery point*.

> {Note: A user may lodge a new MIRN discovery request under clause 74(2) at any time.}

(3)   If it is not possible for a *network operator* to resolve a *user's* query under clause 76(1) without undertaking a site visit, the *network operator* must, within 5 *business days* after receiving the request, visit the site on which the *delivery point* is located and resolve the *user's* query.

Part 3.3 – Transfer

> {Note: This Part 3.3 deals with the transfer of *customers* from one *user* (*current user*) to another *user* (*incoming user*). However, in legal terms this is achieved by transferring gas deliveries at a *delivery point* from the *current user* to the *incoming user*.}

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> {Note: In parallel to the *transfer* process under these *procedures*, the *incoming user* needs to negotiate with the *network operator* either to agree suitable amendments to its *haulage contract* to reflect the addition of a *delivery point*, or to agree a *haulage contract*. These matters are dealt with under the *Access Arrangement*. The *incoming user* may need to deal with other matters as well, such as licensing.}

77. Transfer errors

(1) If, due to a *transfer error* or otherwise, the wrong *user* is recorded in the *AEMO registry* as the *current user*, then *AEMO* and the affected *users* must cooperate to correct this error by either:

    (a) a *user* lodging an *error correction notice* under clause 32(2); or

    (b) a *user* lodging a new *transfer request* in respect of the *delivery point* and entering into an agreement under clause 77(2), but to avoid doubt the correcting *transfer* must have only prospective effect.

(2) Subject to *participants'* obligations under clause 32 to lodge an *error correction notice* in respect of an incorrect *transfer request*, *participants* may enter into agreements if they cannot meet the requirements under clause 33 to lodge a valid *error correction notice*, to address or correct *transfers* which should have occurred but did not, or which occurred but should not have, or were otherwise in error (in this clause collectively **"transfer errors"**).

> {Note: The purpose of clause 77(2) is to permit "off-market" correcting transactions. For example, if the *transfer day* is in error.}

(3) *AEMO* and all involved *participants* to an agreement under clause 77(2) must provide such information in accordance with these *procedures* as is required to facilitate the agreement.

78. Move in defined

A **"move in"** occurs when:

    (a) a *small use customer* commences occupation of premises; and

    (b) there is an associated change of *user* for the *delivery point* which supplies gas to the premises.

> {Note: In the event that a *current user* becomes aware of an error as the result of lodging an incorrect *transfer request* with *AEMO* and an *error correction notice* is raised per clause 32, the new *transfer request* should not be specified as a *move in* per clause 81(2) unless the definition of a *move in* per clause 78 would apply to that new *transfer request*}

79. Explicit informed consent

(1) Before lodging a *transfer request* with *AEMO*, an *incoming user* must obtain the *transferring customer's explicit informed consent* to the lodgement.

> {Note: This consent could be obtained at the same time, and on the same form, as consent under clause 72, and may include consent for the purposes of clause 82(a).}

(2) By lodging a *transfer request* with *AEMO*, the *incoming user* represents and warrants to *AEMO* that the *incoming user* has complied with clause 79(1).

> {Note: Under clause 376A(2), a breach of this warranty will expose the incoming user to liability for more than just direct damage.}

> {Note: For the avoidance of doubt, Explicit Informed Consent is required for a "move in" as defined under clause 78.}

(3) The *incoming user* makes the warranty in clause 79(2) anew on each day that a *requested transfer* is *open*.

(4) If, at any time before the *transfer* takes effect under clause 103(1)(c) or clause 103(2)(b) (as the case may be), a *transferring customer's explicit informed consent* ceases to apply (for example because it is withdrawn), then the *incoming user* must withdraw the *transfer request* under clause 95 within 2 *business days*.

(5) This clause 79 does not apply where the *incoming user* is a *self-contracting user*.

80. Incoming user may lodge a transfer request

(1) Subject to clause 79 and clause 80(2), an *incoming user* may lodge a *transfer request* with *AEMO* on any day.

(2) An *incoming user* that is a *self-contracting user* may only lodge a *transfer request* in respect of a *delivery point* at which it is the *customer*.

(3) By lodging a *transfer request* with *AEMO*, the *self-contracting user* represents and warrants to *AEMO* that the *self-contracting user* is the *customer* for the *delivery point* to which the *transfer request* relates.

> {Note: Under clause 376A(2), a breach of this warranty will expose the *self-contracting user* to liability for more than just direct damage.}

Division 3.3.2 – The transfer request

81. Transfer request

(1) A *transfer request* must specify at least the following information:

(a) the *MIRN*; and

(b) the *incoming user's GBO identification*; and

(c) the *earliest transfer day*; and

> {Note: Unless a *special meter reading* is requested for a *basic-metered delivery point*, the *transfer* of a *basic-metered delivery point* will take effect under clause 103(1)(c) at the time of the next *scheduled meter reading* which occurs on or after the *earliest transfer day*, provided an *actual value* is generated at that time.}

> {Note: Under clause 83(i), an *earliest transfer day* must be no earlier than 5 *business days* after the date on which the *transfer request* is lodged (except where the *requested transfer* is a *move in*) and within the *allowable period*.}

> {Note: For a *move in,* the *transfer* will take effect on the *move in* date or if there is no *deemed meter reading* or a *special meter reading* cannot be obtained on the *move in* date, it will take effect at the time a *special meter reading* is obtained under clause 99.}

(d) whether the *requested transfer* is a *move in*.

(2) By lodging a *transfer request* that is specified to be a *move in*, an *incoming user* represents and warrants to *AEMO* that the *transfer request* relates to a *move in*.

> {Note: Under clause 376A(2), a breach of this warranty will expose the incoming user to liability for more than just direct damage.}

(3)   An *incoming user* makes the warranty in clause 81(2) anew on each day that a *requested transfer* that is specified to be a *move in* is *open*.

(4)   If a *transfer request* specifies that a *requested transfer* is a *move in*, and at any time before registration of the *requested transfer* under clause 52(a) the *incoming user* becomes aware that the *requested transfer* is not a *move in*, then the *incoming user* must withdraw the *transfer request* under clause 95.

(5)   The *network operator* must:

(a)   use the unique identifier assigned by *AEMO* to each *transfer request* as the *service order reference* for the purposes of clauses 105(3)(b)(i) and 117(1)(c); and

(b)   include the unique identifier on any invoice or other *transaction* sent to the *incoming user* in connection with the *transfer request*.

{Note: The *network operator* might be entitled to charge a *user* in connection with a deemed request under clause 82.}

82. Transfer request deemed to be a request for certain purposes

By lodging a *transfer request*, the *incoming user* is deemed to have requested the *network operator*, as part of the *transfer* process:

(a)   if a *basic-metered delivery point* is *decommissioned* — to *reconnect* it; and

(b)   if the *requested transfer* is cancelled after a *reconnection* has occurred under clause 117(1)(c) — to *disconnect* it again; and

(c)   if the *requested transfer* is a *move in* at a *basic-metered delivery point* — to undertake a *special meter reading* under clause 99(1).

83. Requirements for valid transfer request

A *transfer request* is valid only if:

(a)   the *delivery point* exists within the *AEMO registry*; and

(b)   the *MIRN status* is *commissioned* or *decommissioned*; and

(c)   there is not, in relation to the *delivery point*, an *open transfer request*; and

(d)   there is not, in relation to the *delivery point*, an *open error correction transaction*; and

(e)   the *incoming user* is a *user* and has an *active GBO identification*; and

(f)   except in the case of a *ROLR event* — the *incoming user* is not the *ROLR*; and

(g)   if the *requested transfer* is a *move in* the *transferring customer* is a *small use customer*;

> {Note: *AEMO* determines under clause 373 whether a *customer* is a *small use customer*.}

(h)   if the *requested transfer* is a *move in* — the *delivery point* is *basic-metered*; and

(i)   the *earliest transfer day* is within the *allowable period* and:

   (i)   if the *requested transfer* is not a *move in* — no earlier than 5 *business days* after the date on which the *transfer request* is lodged; and

   (ii)   if the *requested transfer* is a *move in* — no earlier than the date on which the *notice* is lodged.

(j)   the *user* has a contract with a *shipper* for the haulage of *gas* to that *delivery point*.

84. If transfer request is not valid

Upon receipt of a *transfer request* which is not valid, *AEMO* must *immediately*:

(a)   reject the *transfer request*; and

(b)   *notify* the *incoming user* that the *transfer request* has been rejected and provide the reason why the *transfer request* is not valid.

> {Note: An *incoming user* wishing to reinitiate a *requested transfer* that has been rejected must lodge a new *transfer request*.}

85. If transfer request is valid

(1)   Upon receipt of a valid *transfer request, AEMO* must:

(a)   forthwith accept the *transfer request*; and

(b)   *immediately notify* the *incoming user* that the *transfer request* has been accepted which *notice* must provide at least the following details from the *transfer request*:

   (i)   the unique identifier assigned by *AEMO* to the *transfer request*; and

   (ii)   the *process time* of the *transfer request*; and

(c)   *immediately notify* the *network operator* that the *transfer request* has been accepted, which *notice* must provide at least the following details from the *transfer request*:

   (i)   the *MIRN*; and

   (ii)   the *GBO identification* of the *incoming user*; and

(iii)   the *earliest transfer day*; and

(iv)   whether the *requested transfer* is a *move in*; and

(v)   the *process time* of the *transfer request*; and

(vi)   the unique identifier assigned by *AEMO* to the *transfer request*; and

(d)   *immediately notify* the *current user* that the *transfer request* has been accepted, which *notice* must provide at least the following details from the *transfer request*:

(i)   the *MIRN*; and

(ii)   the *earliest transfer day*; and

(iii)   whether the *requested transfer* is a *move in*; and

(iv)   the *process time* of the *transfer request*; and

(v)   the unique identifier assigned by *AEMO* to the *transfer request*; and

(e)   if the *requested transfer* is not a *move in immediately* suspend the *requested transfer* until lapse of the *transfer objection resolution period*.

(2)   In normal circumstances *AEMO* will not *notify* the *current user* of the identity of an *incoming user,* however *AEMO* may do so where it judges, in its absolute discretion, that it is necessary to do so for the purpose of resolving any issue or *dispute*.

(3)   *AEMO* may also, in its absolute discretion, for the purpose of resolving any issue or *dispute* in relation to the *transfer request*, provide the *incoming user* with any information *AEMO* receives in writing from the *current user* in relation to the *transfer request*.

(4)   For the purposes of clause 85(3), *AEMO* must provide the *incoming user* with the information *AEMO* receives, in the same format as *AEMO* received the information from the *current user*, provided that it is a format contemplated by these *procedures*.

> {Note: For example, if *AEMO* receives the information in aseXML format then *AEMO* must forward the information in aseXML format to the *incoming user*, and if *AEMO* receives the information in an email, then *AEMO* must forward the information in an email.}

Division 3.3.3 – *Objection to transfer (other than a move in)*

> {Note: This Division does not apply to *move ins*. The next step for a *move in* appears at clause 95.}

86. Network operator may object to a transfer other than a move in

(1)   Before *close of business* at the expiry of 2 *full business days* after the *process time* notified under clause 85(1)(c)(v), if the *requested transfer* is not a *move in*, a *network operator* may lodge a *transfer objection* with *AEMO* on the ground that

the *incoming user* has not entered into a *haulage contract* in respect of the *delivery point* and its *metering equipment* with the *network operator*.

(2)   A *transfer objection* under clause 86(1) must specify at least the following information:

(a)   details of the *transfer request* to which the *transfer objection* relates; and

(b)   the *GBO identification* of the *network operator* lodging the *transfer objection.*

87. ROLR may object to a transfer other than a move in after the retailer of last resort scheme has been invoked

(1)   There is no clause 87(1).

(2)   Before *close of business* at the expiry of 2 *full business days* after the *process time* notified under clause 85(1)(d)(iv), if:

(a)   gas is being delivered at the *delivery point* by a *ROLR*; and

(b)   the *requested transfer* is not a *move in*; and

(c)   the *transferring customer* has not paid the *ROLR fee,*

then the *ROLR* may lodge a *transfer objection* with *AEMO*.

(3)   A *transfer objection* under clause 87(2) must specify at least the following information:

(a)   details of the *transfer request* to which the *transfer objection* relates; and

(b)   the *GBO identification* of the *ROLR* lodging the *transfer objection*.

(4)   By lodging a *transfer objection* under clause 87(2), the *ROLR* represents and warrants to *AEMO* that the *transferring customer* has not paid the *ROLR fee*.

{Note: Under clause 376A(2), a breach of this warranty will expose the ROLR to liability for more than just direct damage.}

(5)   The *ROLR* makes the warranty in clause 87(4) anew on each day that the *transfer objection* under clause 87(2) is *open*.

(6)   Subject to clause 88, *AEMO* may accept and act upon a *transfer objection* under clause 87(2) without enquiring whether the *transferring customer* has or has not paid the *ROLR fee*.

88. Requirements for a valid transfer objection

A *transfer objection* is valid only if:

(a)   it corresponds to an *open transfer request*; and

(b)   it is lodged by either:

(i)   the *network operator*, who has an *active GBO identification*; or

(ii)   the *ROLR*, who has an *active GBO identification*, and the conditions in clauses 87(2)(a), 87(2)(b) and 87(2)(c) are all met;

and

(c)   it is lodged within the time period allowed under clause 86(1) or clause 87(2) (as applicable); and

(d)   either (as applicable):

(i)   the *network operator* is objecting on the ground specified in clause 86(1); or

(ii)   the *ROLR* is objecting on the ground specified in clause 87(2); and

and

(e)   the *requested transfer* is not a *move in*.

89. If transfer objection is not valid

Upon receipt of a *transfer objection* which is not valid, *AEMO* must *immediately*:

(a)   reject the *transfer objection*; and

(b)   *notify* the *participant* that lodged the *transfer objection* that the *transfer objection* has been rejected and provide the reason why the *transfer objection* is not valid.

90. If transfer objection is valid

Upon receipt of a valid *transfer objection*, *AEMO* must:

(a)   forthwith accept the *transfer objection*; and

(b)   *immediately notify* the *incoming user* and the *participant* that lodged the *transfer objection* that the *transfer objection* has been accepted, which *notice* must provide at least:

(i)   details of the *transfer request* to which the *transfer objection* relates; and

(ii)   the *process time* of the *transfer objection*.

91. Withdrawal of transfer objection

(1)   Before *close of business* at the expiry of 3 *full business days* after the *process time* notified under clause 90(b)(ii), a *participant* that lodged a *transfer objection* may lodge a *transfer objection withdrawal notice* with *AEMO*.

(2)   A *transfer objection withdrawal notice* must specify at least the following information:

   (a)   details of the *transfer objection* to which the *transfer objection withdrawal notice* relates; and

   (b)   the *GBO identification* of the *participant* lodging the *notice*.

(3)   A *transfer objection withdrawal notice* lodged by a *participant* is valid only if:

   (a)   it corresponds to both:

      (i)   an *open transfer notice*; and

      (ii)   an *open transfer objection* previously lodged by the *participant* who has an *active GBO identification*; and

   (b)   it is lodged within the time period allowed under clause 91(1).

92. If transfer objection withdrawal is not valid

Upon receipt of a *transfer objection withdrawal notice* which is not valid, *AEMO* must *immediately*:

   (a)   reject the *transfer objection withdrawal notice*; and

   (b)   *notify* the *participant* that lodged the *transfer objection withdrawal notice* that the *transfer objection withdrawal notice* has been rejected and provide the reason why the *transfer objection withdrawal notice* is not valid.

93. If transfer objection withdrawal is valid

Upon receipt of a valid *transfer objection withdrawal notice*, *AEMO* must:

   (a)   forthwith accept the *transfer objection withdrawal notice*; and

   (b)   forthwith *cancel* the *transfer objection*; and

   (c)   *immediately notify* the *incoming user* and the *participant* that lodged the *transfer objection withdrawal notice* that the *transfer objection withdrawal notice* has been accepted and the corresponding *transfer objection* has been withdrawn, which *notice* must provide at least details of the *transfer objection* to which the *transfer objection withdrawal notice* relates.

94. If transfer objection not withdrawn

If *AEMO*:

(a)   receives a valid *transfer objection*; and

(b)   does not receive a valid *transfer objection withdrawal notice* within the time period specified under clause 91(1),

then *AEMO* must:

(c)   before the start of the next *business day*, *cancel* the *requested transfer*; then

(d)   *promptly*, *notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* has been *cancelled*.

> {Note: An *incoming user* wishing to reinitiate a *requested transfer* that has been *cancelled* must lodge a new *transfer request*.}

Division 3.3.4 – Withdrawal of transfer request

95. Incoming user may withdraw a transfer request

(1)   An *incoming user* may withdraw a *transfer request* for a *basic-metered delivery point* at any time before *AEMO* issues a *transfer confirmation* under clause 103(1)(d)(i) by lodging a *transfer withdrawal notice* with *AEMO*.

(2)   An *incoming user* may withdraw a *transfer request* for an *interval-metered delivery point* at any time up to two *business days* before the *earliest transfer day* specified in the *transfer request* for the *delivery point* by lodging a *transfer withdrawal notice* with *AEMO*.

(3)   A provision of these *procedures* permitting or requiring the *incoming user* to withdraw, or *AEMO* to *cancel*, a *transfer request* does not limit the generality of clauses 95(1) and 95(2).

(4)   A *transfer withdrawal notice* must specify at least the following information:

(a)   details of the *transfer request* to which the *transfer withdrawal notice* relates; and

(b)   the *GBO identification* of the *incoming user* lodging the *notice*.

(5)   A *transfer withdrawal notice* is valid only if it corresponds to an *open transfer request* previously lodged by the *incoming user* who has an *active GBO identification*.

96. If transfer withdrawal notice is not valid

Upon receipt of a *transfer withdrawal notice* which is not valid, *AEMO* must *immediately*:

(a)   reject the *transfer withdrawal notice*; and

(b)   *notify* the *participant* that lodged the *transfer withdrawal notice* that the *transfer withdrawal notice* has been rejected and provide the reason why the *transfer withdrawal notice* is not valid.

97. If transfer withdrawal notice is valid

Upon receipt of a valid *transfer withdrawal notice*, *AEMO* must:

(a)   forthwith accept the *transfer withdrawal notice*; and

(b)   forthwith *cancel* the *requested transfer*; and

(c)   *immediately notify* the *current user*, the *incoming user* and the *network operator* that the *transfer withdrawal notice* has been accepted and that the *requested transfer* has been *cancelled*.

Division 3.3.5 – AEMO marks move in as pending

98. Marking a move in as pending

If:

(a)   *AEMO* receives a valid *transfer request*; and

(b)   the *requested transfer* is a *move in*,

then *AEMO* must:

(c)   forthwith mark the *move in* as *pending*; and

(d)   *immediately notify* the *incoming user*, the *current user* and the *network operator* that the *move in* is *pending*.

99. Network operator may be required to undertake special meter reading for a move in

(1)   If a *requested transfer* is a *move in* and:

(a)   the *network operator* determines as a *reasonable and prudent person* that there is no prospect of determining a *deemed meter reading* under clause 148(1)(a), for the *earliest transfer day;* and

> {Note: The *network operator* may make this determination if it determines that there is unlikely to be a validated *scheduled meter reading* or *special meter reading* in the 10 days before the *move in*.}

(b)   no *scheduled meter reading* is scheduled for the *earliest transfer day*; and

(c)   no *special meter reading* has been requested (at least 2 *business days* prior to the *earliest transfer day*) by the *user*, for the *earliest transfer day*,

{Note: If a *user* requests a *special meter reading* for the *earliest transfer day* and cancels the request less than 2 *business days* prior to the *earliest transfer day*, the *network operator* will not be able to undertake a *special meter reading* on the *earliest transfer day*, because under clause 147(1), the *network operator* requires at least 2 *business days' notice* in order to undertake a *special meter reading*.}

then, the *network operator* must undertake a *special meter reading*:

(d)   on the *earliest transfer day*; or

(e)   if the *earliest transfer day* is less than 2 *business days* after *AEMO* gives *notice* under clause 98(d) that the transfer is *pending* — within 2 *business days* after receipt of the *notice*.

(2)   If a *requested transfer* is a *move in* and either:

(a)   a *scheduled meter reading* is scheduled for, or not more than 10 days before, the *earliest transfer day*; or

(b)   a *special meter reading* has been requested (at least 2 *business days* prior to the *earliest transfer day*) for, or not more than 10 days before, the *earliest transfer day* by either:

(i)   the *current user*; or

(ii)   the *incoming user*; or

(c)   the *network operator* is required to undertake a *special meter reading* under clause 99(1)(d) or 99(1)(e);

and the *network operator* fails to obtain a *meter reading* under at least one of clauses 99(2)(a), 99(2)(b)(i), 99(2)(b)(ii) or 99(2)(c), then the *network operator* must *promptly notify* the *incoming user* of the failure.

(3)   If within 3 *business days* after *notifying* the *incoming user* under clause 99(2) the *network operator* receives a request from the *incoming user* to undertake a *special meter reading*, the *network operator* must undertake as soon as practicable a *special meter reading* for the *delivery point* the subject of the *requested transfer* clause 99(1).

(4)   If *AEMO* does not receive *metering data* under clause 158 that contains an *actual value* or a *substituted value* within 7 *business days* of the *earliest transfer day*, then *AEMO* must:

(a)   forthwith *cancel* the *requested transfer*; and

(b)   *immediately notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* has been *cancelled*.

Division 3.3.6 – AEMO marks other transfer as pending

100. Marking a transfer other than a move in as pending

(1) This clause 100 applies if:

    (a) *AEMO* receives a valid *transfer request*; and

    (b) the *requested transfer* is not a *move in*.

(2) If *AEMO*:

    (a) does not receive a valid *transfer objection*; or

    (b) receives a valid *transfer objection* and also a valid *transfer objection withdrawal notice*,

    then *AEMO* must upon the lapse of the *transfer objection resolution period*:

    (c) forthwith mark the *requested transfer* as *pending*; and

    (d) *immediately notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* is *pending*.

Division 3.3.7 – Actual value required for requested transfer of a basic metered delivery point

101. Requested transfer of a basic-metered delivery point requires meter reading that has generated an actual value

(1) If a *requested transfer* for a *basic-metered delivery point* is *pending* and *AEMO* receives *metering data* under clause 158 that contains an *estimated value*, *AEMO* must within 24 hours *notify* the *incoming user* and *current user* that the *requested transfer* cannot take place until *AEMO* receives an *actual value* for the *delivery point*.

    {Note: The *network operator* may provide *AEMO* with *metering data* that contains an *actual value* for the *delivery point* at any time. However, if *meter reading* that generates an *actual value* is taken after the *allowable period* has elapsed, *AEMO* will have already *cancelled* the *requested transfer*.}

    {Note: Clause 81(2) provides that a *requested transfer* may be specified to be a *move in*.}

(2) If a *requested transfer* for a *basic-metered delivery point* is *pending* and *AEMO* does not receive notification of an *actual value* for the *delivery point* within the *allowable period*, then within 24 hours of the lapse of *allowable period AEMO* must:

    (a) *cancel* the *requested transfer*; and

    (b) *notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* is *cancelled*.

        {Note: An *incoming user* wishing to reinitiate a *requested transfer* that has been *cancelled* must lodge a new *transfer request*.}

Division 3.3.8 – The transfer takes effect

102. Requirements for a transfer confirmation

A *transfer confirmation* must specify at least the following information:

(a)   the *MIRN*;

(b)   the *transfer day;*

(c)   in relation to the *network operator* and the *current user,* the *GBO identification* of the *incoming user,* and

(d)   in relation to the *incoming user* who delivered the *transfer request* to *AEMO,* the *GBO identification* of the *current user*.

103. The transfer

(1)   If:

(a)   a *transfer* is *pending* for a *basic-metered delivery point*; and

(b)   *AEMO* receives *metering data* under clause 158 that contains an *actual value* for the *delivery point*:

(i)   within the *allowable period*; and

(ii)   which would result in the *transfer day* being on or after the *earliest transfer day*,

then:

(c)   the *transfer* takes effect as from the *transfer time*; and

> {Note: The *transfer day* is the *gas day* upon which the *meter reading* that generated the *actual value* is obtained. The *incoming user* is responsible for all transportation and haulage charges to and all gas withdrawals from the *delivery point* from the beginning of the *transfer day*.}

> {Note: Upon accepting a *meter reading* under clause 103(1)(b), *AEMO* must update the *AEMO registry* under clause 52(a).}

(d)   *AEMO* must give a *transfer confirmation* to the *incoming user*, the *network operator* and the *current user* by the following time:

(i)   if *AEMO* receives *metering data* under clause 103(1)(b) before *close of business* on a day — then before the start of the *gas day* on the next day; and

(ii)   otherwise — before the start of the *gas day* two days after the receipt of *metering data* under clause 103(1)(b).

> {Note: In parallel to the *transfer* process under these *procedures*, the *incoming user* needs to negotiate with the *network operator* either to agree suitable amendments to its *haulage contract* to reflect the addition of a *delivery point*, or to agree a *haulage contract*.

These matters are dealt with under the *Access Arrangement*. The *incoming user* may need to deal with other matters as well, such as licensing.}

(2) If:

    (a) a *transfer* is *pending* for an *interval-metered delivery point* then the *transfer* takes effect as from the *transfer time*; and

    (b) *AEMO* must forthwith give a *transfer confirmation* to the *incoming user*, the *network operator* and the *current user* after the *transfer time*.

(3) Upon receipt of the *transfer confirmation* under clause 103(1)(d)(i) or 103(2)(b) (as the case may be), the *network operator* must:

    (a) with effect from the *transfer time*, record the *incoming user* in the *network information system* as the entity which is withdrawing gas at the *delivery point*; and

    (b) within 24 hours provide to the *incoming user*:

        (i) the *MIRN standing data* and the *meter standing data*; and

        (ii) for a *basic-metered delivery point* only, the *index reading* from the *metering data AEMO* received for the *delivery point* under clause 158, as referred to in clause 103(1)(b).

(4) There is no clause 103(4)

Part 3.4 – Retailer of Last Resort Scheme

104. Retailer of last resort scheme

(1) There is no clause 104(1)

(2) *AEMO* and *participants* must comply with the *ROLR scheme*.

(3) There is no clause 104(3).

(4) If *AEMO* receives notice from the *ROLR administrator* that the *ROLR administrator* has invoked the *ROLR scheme*, *AEMO* must:

    (a) immediately *notify* each *participant* that:

        (i) the *ROLR scheme* has been invoked; and

        (ii) *AEMO's information system* will be closed under this clause 104; and

        (iii) *AEMO* will cease receiving all *transactions*,

    from a specified time and date; and

(b) on the *ROLR transfer day* notified by the *ROLR administrator* close, and cease receiving all *transactions* to, *AEMO's information system*, (which for the purposes of these *procedures* constitutes *permitted down time*); and

(c) during the *permitted down time* under clause 104(4)(b) and subject to clause 22(3):

   (i) *cancel* all open *requested transfers* to or from the *ROLR event user*; and

   (ii) *cancel* any *open error correction notice* that had been initiated by the *ROLR event user* and provide the reason for the *cancellation*; and

   (iii) with effect from the *ROLR transfer time*, amend the *AEMO registry* for each *delivery point* at which the *customer* is a *small use customer* where the *ROLR event user* is the *current user*, so that the *ROLR* is recorded as the *current user*;

   {Note: *AEMO* will cancel all open requested transfers and *error correction notices* via the use of normal aseXML transactions, as applicable under clauses 97 and 42 respectively, prior to *AEMO* issuing a *ROLR* event notification to the Market. This is so that the *network operator* can carry out the required background processes to facilitate the *ROLR* process. Full details regarding the implementation of the *ROLR* process are contained in the *AEMO* Business Specification document. }

and

(d) use reasonable endeavours to end the *permitted down time* under clause 104(4)(b), and re-open the *AEMO information system* as soon as practicable.

(5) As soon as practicable after re-opening the *AEMO information system*, and in any event within 1 *business day* of the *ROLR transfer day*, *AEMO* must:

(a) *notify* all *participants* of the *ROLR transfer day*;

(b) provide to each *participant*, a report of all *cancelled requested transfers* involving the *participant* and the *ROLR event user*;

(c) provide to each *network operator* a *notice* listing all of the *network operator's delivery points* which were transferred to the *ROLR* under clause 104(4)(c)(i); and

(d) provide the *ROLR*, in accordance with clause 23(5), with the *bulk AEMO standing data* for the *delivery points* that were transferred to the *ROLR* under clause 104(4)(c)(i).

(6) Within 5 business days after receiving *notice* under clause 104(5)(c), a *network operator* must for each *delivery point* specified in the *notice*.

(a) with effect from the *ROLR transfer time*, record the *ROLR* in the *network information system* as the entity which is withdrawing gas at the *delivery point*; and

(b)   *promptly* provide the *ROLR* with the *MIRN standing data* and the *meter standing data* for each *delivery point*; and

(c)   *promptly* provide the *ROLR* and *AEMO* with the *estimated value* calculated by the *network operator* for the *ROLR transfer day*.

(7)   For the purpose of clause 104(6), clauses 79, 86(1) and 103(1) do not apply, and *AEMO* may use an *estimated value* for all purposes connected with a *transfer* to the *ROLR*.

(8)   As soon as practicable after receiving the *estimated value* under clause 104(6)(c), *AEMO* must provide each *participant* with a list of that *participant's delivery points* and the information that relates to each *delivery point* in the same format as that described in clause 23.

Part 3.5 – Disconnection and reconnection of delivery points

Division 3.5.1 – Disconnection by network operator

105. Disconnecting delivery points

(1)   A *network operator*:

(a)   may *disconnect* a *delivery point* when required to, or if not prevented, by *law* or a contract other than these *procedures*; and

(b)   must (subject to *law*) *disconnect* a *delivery point* if required to under clause 107; and

(c)   must (subject to *law*), in response to a deemed request under clause 82(b), if a *requested transfer* has been cancelled by *AEMO* after the *network operator reconnected* a *delivery point* under clause 117(1)(c), *disconnect* the *reconnected delivery point* within 2 *business days* after the *network operator* receives notification from *AEMO* under either clause 97(c) or 101(2)(b) that the *transfer* has been *cancelled*.

(2)   A *user* may at any time lodge a *disconnection notice* with the *network operator*.

(3)   A *disconnection notice*:

(a)   must specify at least the following information:

(i)   the *MIRN*; and

(ii)   the *user's GBO identification*; and

(b)   if the *user* chooses — may specify the following additional information:

(i)   the *service order reference*; and

(ii)   the reason for the *disconnection*.

(4)   A *disconnection notice* is valid only if:

   (a)   the *MIRN status* is not *deregistered*; and

   (b)   it is lodged by the *current user*; and

   (c)   the *delivery point* is in the *network operator's sub-network*.

(5)   If a *disconnection notice* was not lodged on a *business day*, then the *network operator* must respond to the *disconnection notice* no later than on the next *business day* as if the *disconnection notice* was lodged on that *business day*.

106. If disconnection notice is not valid

Upon receipt of a *disconnection notice* which is not valid, subject to clause 105(5), the *network operator* must *immediately*:

   (a)   reject the *disconnection notice*; and

   (b)   *notify* the *participant* that lodged the *disconnection notice* that the *disconnection notice* has been rejected and provide the reason why the *disconnection notice* is not valid.

107. If disconnection notice is valid

(1)   Upon receipt of a valid *disconnection notice*, subject to clause 105(5), a *network operator* must:

   (a)   forthwith accept the *disconnection notice*; and

   (b)   *immediately notify* the *user* that the *disconnection notice* has been accepted.

(2)   Subject to clause 108(3), a *network operator* must (subject to *law*) at the same time, within 2 *business days* after receiving a valid *disconnection notice*, *disconnect* and undertake a *meter reading* of, and obtain the *meter reading data* for, the *delivery point*.

(3)   Within 2 *business days* of *disconnecting* a *delivery point* under clause 105(1) or 107(2), the *network operator* must:

   (a)   calculate the *actual value* for the *delivery point* using the information obtained under clause 107(2); and

   (b)   change the *MIRN status* in its *MIRN database* to *decommissioned*; and

   (c)   *notify* the *user* that the *MIRN* is *decommissioned* and provide the *user* with the *metering data* under clause 158, for the *meter reading* undertaken in accordance with clause 107(2); and

   (d)   lodge a *disconnection confirmation notice* with *AEMO*; and

(e)   provide *AEMO* with the *metering data* under clause 158, for the *meter reading* undertaken in accordance with clause 107(2).

> {Note: Refer to Division 3.5.3 for the *procedures* relating to *disconnection confirmation notices.*}

108. Disconnection withdrawal notice

(1)   A *user* may at any time prior to the *network operator disconnecting* a *delivery point* identified in a *disconnection notice* lodge a *disconnection withdrawal notice* with the *network operator.*

(2)   A *disconnection withdrawal notice* must specify at least the following information:

(a)   the *MIRN*; and

(b)   the *user's GBO identification*.

(3)   A *disconnection withdrawal notice* is valid only if:

(a)   it corresponds to an *open disconnection notice* previously lodged with the *network operator*; and

(b)   it is lodged by the *current user*.

(4)   If a *disconnection withdrawal notice* was not lodged on a *business day*, then the *network operator* must respond to the *disconnection withdrawal notice* no later than on the next *business day* as if the *disconnection withdrawal notice* was lodged on that *business day*.

109. If disconnection withdrawal notice is not valid

Upon receipt of a *disconnection withdrawal notice* which is not valid, subject to clause 108(4), the *network operator* must *immediately*:

(a)   reject the *disconnection withdrawal notice*; and

(b)   *notify* the *participant* that lodged the *disconnection withdrawal notice* that the *disconnection withdrawal notice* has been rejected and provide the reason why the *disconnection withdrawal notice* is not valid.

110. If disconnection withdrawal notice is valid

Upon receipt of a valid *disconnection withdrawal notice*, subject to clause 108(4), the *network operator* must forthwith:

(a)   accept the *disconnection withdrawal notice*; and

(b)   ascertain whether the *delivery point* has been *disconnected*, and:

(i)   if the *delivery point* has been *disconnected* — must *immediately notify* the *user* that the *delivery point* has already been

disconnected and therefore that the *disconnection withdrawal notice* has been rejected; and

(ii)   if the *delivery point* has not been *disconnected* — must use reasonable endeavours to stop its *disconnection* and *promptly notify* the *user* that the *disconnection withdrawal notice* has been accepted and whether or not the *delivery point* has been *disconnected*.

> {Note: It may not be practicable to respond to a *disconnection withdrawal notice* if the *network operator's* operator is already out in the field.}

Division 3.5.2 There is no division 3.5.2

111. There is no clause 111

Division 3.5.3– Disconnection confirmation notice to AEMO

112. Disconnection confirmation notice

A *disconnection confirmation notice* must specify at least the following information:

(a)   the *MIRN*; and

(b)   the *GBO identification* of the *network operator* lodging the *disconnection confirmation notice*; and

(c)   the date on which the *delivery point* was *disconnected*.

113. Requirements for valid disconnection confirmation notice

A *disconnection confirmation notice* is valid only if:

(a)   the *delivery point* exists within the *AEMO registry*; and

(b)   it is lodged by the *network operator* who has an *active GBO identification*; and

(c)   the *MIRN status* is not *deregistered*; and

(d)   the date on which the *notice* is received is on or after the date on which the *delivery point* was *disconnected*;

(e)   there is no open *disconnection confirmation notice* or open *permanent removal confirmation notice* for the *delivery point*; and

(f)   the date the *delivery point* was *disconnected* did not occur more than 425 days before the date the *disconnection confirmation notice* was lodged.

114. If disconnection confirmation notice is not valid

Upon receipt of a *disconnection confirmation notice* which is not valid, *AEMO* must *immediately*:

(a) reject the *disconnection confirmation notice*; and

(b) *notify* the *network operator* that lodged the *disconnection confirmation notice* that the *disconnection confirmation notice* has been rejected and provide the reason why the *disconnection confirmation notice* is not valid.

> {Note: A *network operator* wishing to reinitiate a *disconnection confirmation notice* that has been rejected must lodge a new *disconnection confirmation notice*.}

115. If AEMO does not receive valid metering data

(1) If *AEMO* does not receive valid *metering data* in accordance with clause 107(3)(e) (as applicable) within 2 *business days* of receiving a valid *disconnection confirmation notice* lodged under either clause 107(3)(d) in respect of the same *delivery point*, *AEMO* must *notify* the *network operator* of this fact.

(2) If *AEMO* does not receive valid *metering data* referred to in clause 115(1) within 7 *business days* of the date the valid *disconnection confirmation notice* is received by *AEMO*, then *AEMO* must:

(a) as soon as practicable *cancel* the *disconnection confirmation notice*; and

(b) *promptly notify* the *network operator* that lodged the *disconnection confirmation notice* that the *disconnection confirmation notice* has been cancelled and the reason for the cancellation.

> {Note: A *network operator* wishing to reinitiate a *disconnection confirmation notice* that has been cancelled must lodge a new *disconnection confirmation notice*.}

116. If disconnection confirmation notice is valid and valid metering data has been received

(1) Subject to clause 116(2), upon receipt of both a valid *disconnection confirmation notice* lodged under clause 107(3)(d) and valid *metering data* in accordance with clause 107(3)(e) (as applicable), *AEMO* must:

(a) forthwith accept the *disconnection confirmation notice*; and

(b) *promptly notify* the *network operator* that the *disconnection confirmation notice* has been accepted.

> {Note: Upon accepting a valid *disconnection confirmation notice* under clause 116(1) and receiving valid *metering data* in accordance with clause 107(3)(e) (as applicable), *AEMO* must update the *AEMO registry* under clause 51(b) by changing the *MIRN status* to *decommissioned* and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.}

(2) Before accepting a valid *disconnection confirmation notice* under clause 116(1), if:

(a)   in respect of the same *delivery point* there is an open *reconnection confirmation notice* when *AEMO* receives a valid *disconnection confirmation notice* and valid *metering data* as referred to under clause 116(1); and

(b)   the date of *reconnection* in the *reconnection confirmation notice* is the same date as the date of *disconnection* in the *disconnection confirmation notice*,

then, upon receiving valid *metering data* in accordance with clause 107(3)(e) (as applicable), *AEMO* must:

(a)   *cancel* both the open *reconnection confirmation notice* and the *disconnection confirmation notice*; and

(b)   *notify* the *network operator* that the *reconnection confirmation notice* and the *disconnection confirmation notice* have been *cancelled*.

> {Note: Due to *AEMO cancelling* both the *open reconnection confirmation notice* and the *disconnection confirmation notice*, *AEMO* is not required to update the *AEMO registry* under clause 51(b) because *AEMO* has not accepted the *disconnection confirmation notice*. Therefore no change will be made in the *AEMO registry* to the *MIRN status* of the *delivery point*. Refer also to corresponding clause 124(2).}

Division 3.5.4 – Reconnection by network operator

117. Reconnecting delivery points

(1)   A *network operator*:

(a)   may *reconnect* a *delivery point* when required to, or if not prevented, by *law* or a contract other than these *procedures*; and

(b)   must (subject to *law*) *reconnect* a *delivery point* if required to under clause 119; and

(c)   must (subject to *law*), in response to a deemed request under clause 82(a), if a *transfer* has been marked as *pending* by *AEMO* under clause 100 for a *disconnected delivery point*, *reconnect* the *delivery point* either:

(i)   on the *earliest transfer day* nominated in the *transfer request* for the *delivery point*, if the *network operator* receives notification under clause 100(2)(d) that the *transfer* has been marked as *pending* at least 2 *business days* before *earliest transfer day*; or

(ii)   otherwise, within 2 *business days* after the *network operator* receives notification under clause 100(2)(d) that the *transfer* has been marked as *pending*.

(2)   A *user* may at any time lodge a *reconnection notice* with a *network operator*.

(3)   A *reconnection notice*:

(a)   must specify at least the following information:

      (i)   the *MIRN*; and

      (ii)   the *user's GBO identification*; and

  (b)   if the *user* chooses — may specify the *service order reference*.

(4)   A *reconnection notice* is valid only if:

  (a)   the *MIRN status* is *decommissioned*; and

  (b)   it is lodged by the *current user*; and

  (c)   the *delivery point* is in the *network operator's sub-network*.

(5)   If a *reconnection notice* was not lodged on a *business day*, then the *network operator* must respond to the *reconnection notice* no later than on the next *business day* as if the *reconnection notice* was lodged on that *business day*.

118. If reconnection notice is not valid

Upon receipt of a *reconnection notice* which is not valid, subject to clause 117(5), the *network operator* must *immediately*:

  (a)   reject the *reconnection notice*; and

  (b)   *notify* the *participant* that lodged the *reconnection notice* that the *reconnection notice* has been rejected and provide the reason why the *reconnection notice* is not valid.

119. If reconnection notice is valid

(1)   Upon receipt of a valid *reconnection notice*, subject to clause 117(5), a *network operator* must:

  (a)   forthwith accept the *reconnection notice*; and

  (b)   *immediately notify* the *user* that the *reconnection notice* has been accepted.

(2)   A *network operator* must (subject to *law*) at the same time, within 2 *business days* after receiving a valid *reconnection notice*, *reconnect* the *delivery point* and undertake a *meter reading* of, and obtain the *meter reading data* for, the delivery point.

(3)   Within 2 *business days* of *reconnecting* a *delivery point* under clause 117(1) or 119(2), the *network operator* must:

  (a)   calculate the *actual value* for the *delivery point* using the information obtained under clause 119(2); and

  (b)   change the *MIRN status* in its *MIRN database* to *commissioned*; and

(c)   *notify* the *user* that the *MIRN* is *commissioned* and provide the *user* with the *metering data* under clause 158 for the *meter reading* undertaken in accordance with clause 119(2).

(d)   lodge a *reconnection confirmation notice* with *AEMO*; and

(e)   provide *AEMO* with the *metering data* under clause 158 for the *meter reading* undertaken in accordance with clause 119(2).

Division 3.5.5 – Reconnection confirmation notice to AEMO

120. Reconnection confirmation notice

A *reconnection confirmation notice* must specify at least the following information:

(a)   the *MIRN*; and

(b)   the *GBO identification* of the *network operator* lodging the *notice*; and

(c)   the date on which the *delivery point* was *reconnected* again.

121. Requirements for valid reconnection confirmation notice

A *reconnection confirmation notice* is valid only if:

(a)   the *delivery point* exists within the *AEMO registry*; and

(b)   it is lodged by the *network operator* who has an *active GBO identification*; and

(c)   the *MIRN status* is not *deregistered*; and

(d)   the date on which the *reconnection confirmation notice* is received is on or after the date on which the *delivery point* was *reconnected*;

(e)   there is no open *reconnection confirmation notice* or open *permanent removal confirmation notice*; and

(f)   the date the *delivery point* was *reconnected* did not occur more than 425 days before the date the *reconnection confirmation notice* was lodged.

122. If reconnection confirmation notice is not valid

Upon receipt of a *reconnection confirmation notice* which is not valid, *AEMO* must *immediately*:

(a)   reject the *reconnection confirmation notice*; and

(b)   *notify* the *network operator* that lodged the *reconnection confirmation notice* that the *reconnection confirmation notice* has been rejected and provide the reason why the *reconnection confirmation notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *reconnection confirmation notice* that has been rejected must lodge a new *reconnection confirmation notice*.}

123. If AEMO does not receive valid metering data

(1) If *AEMO* does not receive valid *metering data* in accordance with clause 119(3)(e) within 2 *business days* of receiving a valid *reconnection confirmation notice* lodged under clause 119(3)(d) in respect of the same *delivery point*, *AEMO* must *notify* the *network operator* of this fact.

(2) If *AEMO* does not receive valid *metering data* referred to in clause 123(1) within 7 *business days* of the date the valid *reconnection confirmation notice* is received by *AEMO*, then *AEMO* must:

    (a) as soon as practicable *cancel* the *reconnection confirmation notice*; and

    (b) *promptly notify* the *network operator* that lodged the *reconnection confirmation notice* that the *reconnection confirmation notice* has been cancelled and the reason for the cancellation.

> {Note: A *network operator* wishing to reinitiate a *reconnection confirmation notice* that has been cancelled must lodge a new *reconnection confirmation notice*.}

124. If reconnection confirmation notice is valid and valid metering data has been received

(1) Subject to clause 124(2), upon receipt of both a valid *reconnection confirmation notice* lodged under clause 119(3)(d) and valid *metering data* in accordance with clause 119(3)(e), *AEMO* must:

    (a) forthwith accept the *reconnection confirmation notice*; and

    (b) *promptly notify* the *network operator* that the *reconnection confirmation notice* has been accepted.

> {Note: Upon accepting a valid *reconnection confirmation notice* under clause 124 and receiving valid *metering data* in accordance with clause 119(3)(e), *AEMO* must update the *AEMO registry* under clause 51(c) by changing the *MIRN status* to *commissioned* and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.}

(2) Before accepting a valid *reconnection confirmation notice* under clause 124(1), if:

    (a) in respect of the same *delivery point* there is an open *disconnection confirmation notice* when *AEMO* receives a valid *reconnection confirmation notice* and valid *metering data* as referred to under clause 124(1); and

    (b) the date of *disconnection* in the *disconnection confirmation notice* is the same date as the date of *reconnection* in the *reconnection confirmation notice*,

then, upon receiving valid *metering data* in accordance with clause 119(3)(e), *AEMO* must:

    (c) *cancel* both the open *disconnection confirmation notice* and the *reconnection confirmation notice*; and

(d)   *notify* the *network operator* that the *disconnection confirmation notice* and the *reconnection confirmation notice* have been *cancelled*.

> {Note: Due to *AEMO cancelling* both the *open disconnection confirmation notice* and the *reconnection confirmation notice*, *AEMO* is not required to update the *AEMO registry* under clause 51(c) because *AEMO* has not accepted the *reconnection confirmation notice*. Therefore no change will be made in the *AEMO registry* to the *MIRN status* of the *delivery point*. Refer also to corresponding clause 116(2).}

Part 3.6 – Removing delivery points and deregistering MIRNs

Division 3.6.1 – Permanent removal by network operator

125. Permanently removing delivery points

(1)   A *network operator*:

(a)   may *permanently remove* a *delivery point* when required to, or if not prevented, by *law* or a contract other than these *procedures*; and

(b)   must (subject to *law*) *permanently remove* a *delivery point* if required to under this clause 125.

(2)   Subject to clause 125(3), a *user* may at any time lodge a *permanent removal request* with the *network operator*.

(3)   A *user* must not lodge a *permanent removal request* more than 20 *business days* before the date on which the *user* requires the *delivery point* to be *permanently removed*.

(4)   A *permanent removal request*:

(a)   must specify at least the following information:

(i)   the *MIRN*; and

(ii)   the *user's GBO identification*; and

(iii)   the earliest date that the *delivery point* can be *permanently removed*; and

(b)   if the *user* chooses ⸺ may specify the *service order reference*.

(5)   A *permanent removal request* is valid only if:

(a)   the *MIRN status* is *commissioned* or *decommissioned*; and

(b)   it relates to a *delivery point* in the *network operator's sub-network*; and

(c)   it is lodged by the *current user*; and

(d)   it is lodged within the time period allowed under clause 125(3).

(6)   If a *permanent removal request* was not lodged on a *business day*, then the *network operator* must respond to the *permanent removal request* no later than on the next *business day* as if the *permanent removal request* was lodged on that *business day*.

126. If permanent removal request is not valid

Upon receipt of a *permanent removal request* which is not valid, subject to clause 125(6), a *network operator* must *immediately*:

(a)   reject the *permanent removal request*; and

(b)   *notify* the *participant* that lodged the *permanent removal request* that the *permanent removal request* has been rejected and provide the reason why the *permanent removal request* is not valid.

> {Note: A *user* wishing to reinitiate a *permanent removal request* that has been *cancelled* must lodge a new *permanent removal request*.}

127. If permanent removal request is valid

(1)   Upon receipt of a valid *permanent removal request*, subject to clause 125(6), a *network operator* must (subject to *law*):

(a)   forthwith accept the *permanent removal request*; and

(b)   *immediately notify* the *user* that the *permanent removal request* has been accepted; and

(c)   *permanently remove* the *delivery point* and, if there is a *meter* installed at the *delivery point,* at the same time undertake a *meter reading* of, and obtain the *meter reading data* for, the *delivery point*, on the later of:

(i)   the date requested by the *user* under clause 125(4)(a)(iii); or

(ii)   5 *business days* after receiving the *permanent removal request*.

> {Note: The reason that there may not be a *meter* installed at the *delivery point* is that it may previously have been removed in the course of a disconnection.}

(2)   As soon as practicable after a *delivery point* has been *permanently removed* under clause 125(1) or clause 127(1)(c), and in any event within 5 *business days*, the *network operator* must:

(a)   calculate the *actual value* for the *delivery point* using the information obtained under clause 127(1)(c); and

(b)   change the *MIRN status* to *deregistered*; and

(c)   *notify* the *user* that the *delivery point* has been *permanently removed*; and

(d)   lodge a *permanent removal confirmation notice* with *AEMO*; and

(e) provide *AEMO* and the *user* with the *metering data* under clause 158 from, as applicable:

    (i) the *meter reading* undertaken under clause 127(1)(c); or

    (ii) if there was no meter installed at the *delivery point*, the *meter reading* undertaken under clause 107(2) when the meter was removed.

Division 3.6.2 – Permanent removal confirmation notice to AEMO

128. Permanent removal confirmation notice

A *permanent removal confirmation notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *network operator* lodging the *notice*; and

(c) the date on which the *delivery point* was *permanently removed*.

129. Requirements for valid permanent removal confirmation notice

A *permanent removal confirmation notice* is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

(b) it is lodged by the *network operator* who has an *active GBO identification*; and

(c) the *MIRN status* is *commissioned* or *decommissioned*;

(d) the date on which the *notice* is received is on or after the date on which the *delivery point* was *permanently removed*; and

(e) the date the *delivery point* was *permanently removed* did not occur more than 425 days before the date the *permanent removal confirmation notice* was lodged.

130. If permanent removal confirmation notice is not valid

Upon receipt of a *permanent removal confirmation notice* which is not valid, *AEMO* must *immediately*:

(a) reject the *permanent removal confirmation notice*; and

(b) *notify* the *network operator* that lodged the *permanent removal confirmation notice* that the *permanent removal confirmation notice* has been rejected and provide the reason why the *permanent removal confirmation notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *permanent removal confirmation notice* that has been rejected must lodge a new *permanent removal confirmation notice*.}

131. If AEMO does not receive valid metering data

(1) If *AEMO* does not receive valid *metering data* in accordance with clause 127(2)(e) within 5 *business days* of receiving a valid *permanent removal confirmation notice* lodged under clause 127(2)(c) in respect of the same *delivery point*, *AEMO* must *notify* the *network operator* of this fact.

(2) If *AEMO* does not receive valid *metering data* referred to in clause 131(1) within 10 *business days* of the date the valid *permanent removal confirmation notice* is received by *AEMO*, then *AEMO* must:

    (a) as soon as practicable *cancel* the *permanent removal confirmation notice*; and

    (b) *promptly notify* the *network operator* that lodged the *permanent removal confirmation notice* that the *permanent removal confirmation notice* has been cancelled and the reason for the cancellation.

> {Note: A *network operator* wishing to reinitiate a *permanent removal confirmation notice* that has been cancelled must lodge a new *permanent removal confirmation notice*.}

132. If permanent removal confirmation notice is valid and valid metering data has been received

Upon receipt of both a valid *permanent removal confirmation notice* lodged under clause 127(2)(c) and valid *metering data* in accordance with clause 127(2)(e), *AEMO* must:

    (a) forthwith accept the *permanent removal confirmation notice*; and

    (b) *promptly notify* the *network operator* that the *permanent removal confirmation notice* has been accepted.

> {Note: Upon accepting a valid *permanent removal confirmation notice* under clause 132 and receiving valid *metering data* in accordance with clause 127(2)(e), *AEMO* must update the *AEMO registry* under clause 51(d) by changing the *MIRN status* to *deregistered* and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.}

Division 3.6.3 – Deregistering MIRNs

133. Effect of permanent removal

(1) Upon accepting a valid *permanent removal confirmation notice* under clause 132, *AEMO* must:

    (a) forthwith cancel all *open transactions* in respect of the *delivery point*; and

    (b) *promptly notify* all affected parties of the *cancellation*.

(2)   Subject to Division 2.2.3, a *MIRN* with a *MIRN status* of *deregistered* must never be given another *MIRN status*.

> {Note: Clause 133(2) renders irreversible the process of *removing* a *delivery point* and *deregistering* a *MIRN*, except if a valid *error correction notice* has been accepted by *AEMO* under clause 35(a) in respect of an incorrect *permanent removal confirmation notice*. If no valid *error correction notice* has been accepted by *AEMO,* then if gas supply is to be recommenced at the *delivery address*, a new *MIRN* must be assigned.}

Chapter 4 – Metering

Part 4.1 – Metering Equipment

134. Network operator must provide meters

(1) A *network operator* must provide, install, operate and *maintain* a *meter* at each *delivery point* within its *GDS* in accordance with all applicable *laws*.

(2) Upon installation of a *meter* at a *delivery point* under clause 134(1), the *network operator* must provide the *user* with the *meter standing data* and *MIRN standing data* for the *delivery point* before providing the *metering data* under clause 158.

135. Basic meters

A *network operator* must as a *reasonable and prudent person* ensure that a *basic meter* remains at all times capable of aggregating the flow of gas across time.

136. Units for basic meters

A *basic meter* must be calibrated so that each unit of its *index reading* equates to a gas delivery of either:

(a) if the *meter* is a metric one, one actual cubic metre (that is, a cubic metre not corrected for altitude, temperature or pressure); or

(b) if the *meter* is an imperial one, one hundred actual cubic feet (that is, cubic feet not corrected for altitude, temperature or pressure).

{Note: The conversion between metric and imperial units is dealt with in clause 6.}

137. Interval meters

A *network operator* must as a *reasonable and prudent person* ensure that an *interval meter* remains:

(a) capable of being read by means of *telemetry* in order to satisfy the requirements of these *procedures*; and

(b) at all times capable of aggregating the flow of gas across time, and recording that flow for each hour.

138. Network operator to identify sites which consumed more than 10 TJ/a

(1) There is no clause 138(1).

(2) The *network operator* must, at least once every 6 months, assess each *basic-metered delivery point* in each of its *sub-networks* to determine whether the quantity of gas delivered to the *delivery point* in the year immediately preceding the day of assessment exceeded 10 TJ, and if so the *network operator* must *notify* AEMO and the *user* of its assessment and of the quantity of gas delivered during

the year in respect of those *basic-metered delivery points* where the quantity of gas delivered to the *delivery point* exceeded 10 TJ.

139. Network operatorAEMO to determine whether interval meter must be fitted at a basic-metered site

(1)   There is no clause 139(1).

(2)   The object of this clause 139 is to ensure that each *delivery point* at which the *customer's* consumption of gas is greater than 10 TJ a year has an *interval meter* fitted, in order to ensure that the allocation regime in Part 5.6 operates equitably.

(3)   If the *network operator* gives *notice* under clause 138 in respect of a *delivery point*, then within 2 months after the date of that *notice* the *network operatorAEMO* must:

(a)   consult with the *user* regarding the *user'sits* likely future gas demand at the *delivery point*; and

(b)   make an **"above 10 TJ determination"**, if in the *network operator'sAEMO's* opinion the gas deliveries to the *delivery point* are likely to exceed 10 TJ in the year immediately following the day of determination, and otherwise make a **"below 10 TJ determination"**; and

(c)   *promptly notify* the *user* of the *network operator'sAEMO's* determination under clause 139(3)(b).

(4)   If the *network operatorAEMO* makes an *above 10 TJ determination* under clause 139(3)(b), then the *user* must initiate the procedure for the installation of an *interval meter* in accordance with these *procedures* and its other obligations including its *haulage contract*.

(5)   The *user* must comply with clause 139(4) as quickly as reasonably practicable and in any event within 10 *business days*, unless the *user* appeals the *network operatorAEMO*'s determination to the *compliance panel* under clause 331, in which case Chapter 6 applies, and if the determination of the *compliance panel* leaves the *user* still obliged to comply with clause 139(4), it must do so as quickly as reasonably practicable, and in any event within 10 *business days*, after the date of the determination.

140. Network operatorAEMO to determine whether a delivery point may be converted to a basic-metered delivery point as a result of a reduction in gas usage

(1)   There is no clause 140(1).

(2)   If a *user* believes that its *customer* is not likely to consume more than 10 TJ of gas in a 12 month period at an *interval-metered delivery point*, the *user* may request the *network operatorAEMO* to determine that it would be consistent with the object in clause 139(1) for the *user* to no longer have an *interval meter* at the *delivery point*, in which case the *network operatorAEMO* must:

(a) consult with the *user* regarding its likely future gas demand; and

(b) make an **"above 10 TJ determination"**, if in the *network operator's*~~AEMO's~~ opinion the gas deliveries to the *delivery point* are likely to exceed 10 TJ in the year immediately following the day of determination, and otherwise make a **"below 10 TJ determination"**; and

(c) *promptly notify* the *user* of the *network operator's*~~AEMO's~~ determination under clause 140(2)(b).

(3) If the *network operator*~~AEMO~~ makes a *below 10 TJ determination* under clause 140(2)(b) then the *user* may negotiate with the *network operator* regarding the conversion of the *interval meter* to a *basic meter* under its *haulage contract*.

> {Note: The *user* must continue to pay for the cost of the *interval meter* through the user-specific charges under its *haulage contract*, if required by the terms of its *haulage contract*.}

(4) After removing an *interval meter*, a *network operator* must provide the *user* with the *meter standing data* and *MIRN standing data* for the *delivery point* before providing the *metering data* under clause 158.

141. Metering upgrades

(1) If a *user* requests a *network operator* to upgrade a *basic meter* at a *delivery point* to an *interval meter*, the *network operator* must upgrade that *meter* (and any associated data retrieval infrastructure) within 20 *business days* after the day on which the request was delivered to the *network operator*, or as agreed with the *user*, but taking into account:

   (a) access to the *meter* being sufficient to install the *interval meter*. The *network operator* must inform the *user* of any access difficulties; and

   (b) other site constraints, including confined spaces, being resolved.

(2) If a *user* is required to initiate the procedure for the installation of an *interval meter* under clause 139(4) and does not request a *network operator* to install the *interval meter* under clause 141(1), then (subject to clause 141(6)) the *current user* must:

   (a) advise the *network operator* that the *user* has made other arrangements for the installation of the *interval meter*; and

   (b) ensure that the *interval meter* (and any associated data retrieval infrastructure) is installed within 20 *business days* after the day on which the *user* initiates the procedure for the installation of the *interval meter* under clause 139(4), or as otherwise agreed with the person installing the *interval meter*, but taking into account:

      (i) access to the *meter* being sufficient to install the *interval meter*; and

      (ii) other site constraints, including confined spaces, being resolved; and

   (c) *notify* the *network operator* after the *interval meter* has been installed.

{Note: The processes of updating the *MIRN database* and the *AEMO registry* after a *meter* upgrade are dealt with in clause 62 and Division 2.2.2 respectively. Under clause 62 the *network operator* remains responsible for updating the *MIRN database*, regardless of who undertakes the *meter* installation.}

(3) Within 2 *business days* after receipt of notification under clause 141(2)(c) that an *interval meter* has been installed, the *network operator* must commission the *interval meter* in accordance with all applicable *laws*.

(4) After either installing an *interval meter* under clause 141(1) or commissioning an *interval meter* under clause 141(3) at a *delivery point*, a *network operator* must provide the *user* with the *meter standing data* and(subject to clause 141(6)) *MIRN standing data* for the *delivery point* before providing the *metering data* under clause 158.

(5) There is no clause 141(5)

(6) Nothing in this clause 141 permits a *user* to do anything it is not permitted by *law* or a contract other than these *procedures* to do.

Part 4.2 – Meter reading requirements

Division 4.2.1 – Interval meters

142. Interval meters to be read daily

For each *interval meter*, the *network operator* must obtain the *meter reading data* for a *gas day* daily after the end of the *gas day*.

Division 4.2.2 – Basic meters – scheduled meter readings

143. Basic meters to be read in accordance with meter reading schedule

(1) For each *basic-metered delivery point*, a *network operator* must:

(a) undertake a *meter reading* of the *delivery point*; and

(b) receive the *meter reading data* into its *network information system*,

on the date assigned to the *reading day number* for the *delivery point*, unless the *network operator* and the *user* otherwise agree.

(2) The date on which a *network operator* receives the *meter reading data* under clause 143(1)(b) must be no more than 3 *business days* after the date assigned to the *reading day number* for the *delivery point*, unless the *network operator* and the *user* otherwise agree.

(3) There is no clause 143(3).

144. Network operator to establish meter reading schedules

(1) A *network operator* must:

(a) by 31 August each year — provide each *user* with the *meter reading schedule* for each *GDS* in which the *user* has a *haulage contract* for the period commencing on the next 1 January; and

(b) upon notification of a newly registered *user* under clause 22(2)(c) — provide the *user* with the current *meter reading schedule* for each *GDS* in which the *user* has a *haulage contract*.

(2) The *meter reading schedule* for a *GDS* must:

(a) cover a 12 month period starting on 1 January, and:

(b) for each *reading day number*, specify the frequency of the *meter read*; and

(c) for each *reading day number*, set out the date or dates in the 12 month period on which the *network operator* proposes to read the *meters* whose *MIRNs* are assigned to that *reading day number*.

(3) Subject to clause 148, the date specified for a *delivery point* under clause 144(2)(c) for a *reading day number* must reflect the *meter reading* frequency agreed between the *network operator* and the *user*.

145. Amendments to meter reading schedule

(1) A *network operator* may amend a *meter reading schedule* at any time, but the *network operator* must as far as practicable:

(a) consult with each affected *user* before doing so;

(b) give each affected *user* at least as much *notice* of the proposed change for a *delivery point*, as the interval under the *meter reading schedule* between two *meter readings* for the *delivery point*; and

(c) endeavour to minimise the number of amendments made to a *meter reading schedule* after it has been issued under clause 144(1).

(2) A *user* for a *delivery point* may at any time request the *network operator* to change the date in a *meter reading schedule* or the frequency of the *meter reading* of a *delivery point*, and the *network operator* must endeavour to comply with all reasonable requests made by a *user* if practicable.

146. There is no clause 146

Division 4.2.3 – Basic meters – special meter readings

147. Special meter readings (basic meters only)

(1) A *user* may request the *network operator* to undertake a *special meter reading* of a *basic meter*, on a *business day* specified in the request which is at least 2 *business days* after the day on which the *network operator* receives the request.

{Note: For example, if the request is lodged with a *network operator* at 11.59 pm on Monday, the earliest day on which the *user* can specify the *special meter reading* to be undertaken, is Wednesday. If a request is lodged with a *network operator* at 10am on Thursday, the earliest day on which the *user* can specify the *special meter reading* to be undertaken, is the following Monday.}

(2)   The *network operator* must undertake a *special meter reading* requested under clause 147(1), and obtain the *meter reading data*, on the *business day* specified in the request, (which must be at least 2 *business days* after the day on which the *network operator* receives the request), and must:

    (a)   provide the *metering data* to the *user* under clause 147(3); or

    (b)   if the *network operator* was unable to undertake a *special meter reading* — inform the *current user* of this fact and provide the reason why the *meter reading data* could not be obtained.

(3)   If the request under clause 147(1) is made by:

    (a)   the *current user* — then the *network operator* must, in accordance with the timing in clause 158, provide the *user* with the *metering data* under clause 160; and

    (b)   any other *user* — then (subject to clauses 65(2)(a)(iii) and 103(3)(b)(ii)) the *network operator* must not provide the *user* with the *metering data* for the *delivery point* received as a result of undertaking the *special meter reading*.

(4)   Nothing in clause 147(3)(b) limits the *network operator* from informing the *user* that no *meter reading data* was obtained because the *network operator* was unable to undertake a *special meter reading*.

(5)   To avoid doubt, nothing in clause 147(3) (including clause 147(3)(b)) affects a *user's* liability, if any, to pay for a *special meter reading*.

Division 4.2.4 – Basic meters – deemed meter readings

148. Deemed meter reading (basic meters only)

(1)   If a *meter reading* for a *basic-metered delivery point* that generated an *actual value* was undertaken no more than 10 days before the date of *move in*, then (subject to clause 148(2)) on the date of *move in*:

    (a)   the *network operator* must determine a **"deemed meter reading"** which is a *meter reading* deemed to have occurred on the day of the *move in*; and

    (b)   provide the *metering data* from the *deemed meter reading* to *AEMO*.

(2)   For the purposes of providing the *metering data* and calculating the *energy value* for a *deemed meter reading*, a *network operator* must use the most recent *index reading* from the *meter reading* which occurred no more than 10 days before the *move in* to calculate the *actual value* under clause 155.

Division 4.2.5 – Basic meters – annual meter reading requirement

149. Basic meters to have at least one meter reading that generates an actual value per year

(1)   For each *basic meter*, the *network operator* must undertake a *meter reading* that generates an *actual value* at least once in any 12-month period.

(2)   A *user* must assist a *network operator* to comply with the *network operator's* obligation under clause 149(1), including if the *network operator* is unable to access the *meter* to undertake a *meter reading* and obtain the *meter reading data*, by assisting the *network operator* to obtain access to the *meter* at the next *scheduled meter reading* or *special meter reading*.

(3)   There is no clause 149(3)

(4)   If the *network operator* has been unable to obtain a *meter reading* for a *basic-metered delivery point* that generates an *actual value* during a 12-month period, then 45 days after the end of the 12-month period, the *network operator* may request the *user* to lodge a *disconnection notice* under clause 105(2).

(5)   Unless otherwise agreed with the *network operator* and subject to *law,* a *user* must lodge a *disconnection notice* within 10 *business days* of the *network operator's* request under rule149(4).

(6)   If a *user* does not lodge a *disconnection notice* within the time specified under clause 149(5), the *network operator* may *disconnect* the *delivery point* under clause 107 as if the *network operator* had received a valid *disconnection notice* from the *user*.

(7)   Nothing in this clause 149 detracts from a *network operator's* obligations to undertake *meter readings* under clause 143 and as required by *law* or a contract other than these *procedures*.

(8)   Nothing in this clause 149 permits a person to do anything it is not permitted by *law* to do*.*

Division 4.2.6 – Meter reading by entity other than network operator

150. Meter reading activities by another entity

{Note: These *procedures* assume that all activities relating to *meter reading*, and *meter reading data*, for *delivery points* are undertaken by the *network operator*. This procedure is included to facilitate changes should that assumption no longer be correct.}

(1)   If a person other than a *network operator* is to undertake activities relating to *meter reading*, or *metering data*, for *delivery points*, then *AEMO*, the *network operator* and all affected *participants* must work cooperatively to agree either or both of:

(a)   suitable *procedures* to accommodate the fact; or

(b)   suitable changes to these *procedures* for submission under Chapter 9.

(2) Nothing in this clause 150 permits a person to do anything it is not permitted by *law* or a contract other than these *procedures* to do.

Part 4.3 – Gate point metering data

151. Pipeline operators to provide physical gate point metering data

(1) Subject to clause 151(4), for each *physical gate point* for each *gas day,* the *pipeline operator* must provide to *the network operator* as soon as reasonably practicable after the end of the *gas day*, but in any event, no later than 2.5 hours after the end of the *gas day*, for the *gas day* and each hour in the *gas day*, at least two of the following:

    (a) energy inflow; and

    (b) daily flow weighted average *heating value*; and

> {Note: The data for each hour in the *gas day* provided under clause 151(1)(b) will be the daily flow weighted average *heating value*.}

    (c) volumetric inflow.

(2) Before providing the data under clause 151(1), the *pipeline operator* must ensure that the data does not contain any obvious errors or omissions.

(3) If a *pipeline operator*'s *physical gate point metering data* is amended at any time after the data is provided under clause 151(1) (including if the data is refined or verified), the *pipeline operator* must provide the amended *physical gate point metering data* to the *network operator* as soon as reasonably practicable.

(4) A *pipeline operator* is not required to provide the *physical gate point metering data* for a *physical gate point* if:

    (a) less than 10 TJ of gas was *injected* at the *physical gate point* in the immediately preceding 12 month period; and

    (b) at the commencement of these *procedures* there was insufficient *telemetry* installed at the *physical gate point* to permit the *physical gate point metering data* to be remotely accessed on a daily basis.

152. Network operator to provide gate point metering data to AEMO for each gate point

(1) Subject to clause 152(5) the *network operator* must:

    (a) subject to clause 152(4) aggregate the *physical gate point metering data* provided under clause 151(1), for each of the relevant *gas days* and for each hour in each of the relevant *gas days*, in each case across all *physical gate points* associated with the *sub-network* (the aggregated hourly and daily data being the **"gate point metering data"**); and

(b)　provide to *AEMO* as soon as reasonably practicable after receiving the *physical gate point metering data* from the *pipeline operator* under clause 151(1), but in any event, no later than 3.5 hours after the end of the gas day the gate point metering data.

(2)　If the *network operator* receives amended *physical gate point metering data* under clause 151(3) at any time (including if the data is refined or verified), the *network operator* must as soon as reasonably practicable:

(a)　aggregate the amended *physical gate point metering data* for each of the *gas days* for which amended *physical gate point metering data* was provided in accordance with clause 152(1)(a); and

(b)　provide to *AEMO* the amended *gate point metering data* determined under clause 152(2)(a).

(3)　If for any reason (including the operation of clause 151(4)) the *network operator* does not receive the *physical gate point metering data* within the time specified in clause 151(1), then the *network operator* must:

(a)　as a *reasonable and prudent person*, estimate the *gate point metering data*, for the *gas day* and each hour in the *gas day*, for each *gate point;*

(b)　there is no clause 152(3)(b);

(c)　provide the estimate to *AEMO* within3.5 hours after the end of the gas day.

　　　{Note: If after complying with its obligation under clause 152(1) or clause 152(2) the *network operator* becomes aware of a manifest error in the data it has provided then the *network operator* may notify *AEMO* under clause 301A(1).}

(4)　If the *network operator* receives *physical gate point metering data* aggregated across a period of more than one *gas day*, then the *network operator* must, as a *reasonable and prudent person*, apportion the *physical gate point metering data* across each *gas day* in the period for which the *physical gate point metering data* was provided.

(5)　There is no clause 152(5).

Part 4.4 – Metering Data

Division 4.4.1 – Verification guidelines for metering data

153. Verification of meter reading data

A *network operator* must verify the *meter reading data* obtained from the *meter* or *meters* at a *delivery point* in accordance with the applicable *verification* guidelines set out in Appendix 2, before providing *metering data* under this Part 4.4.

Division 4.4.2 – Calculation of energy value

154. Energy value

A *network operator* must calculate the *energy value* in accordance with clauses 155 to 157, before providing *metering data* under this Part 4.4.

155. Actual values

(1) A *network operator* must calculate an *actual value* if:

(a) the *network operator* has obtained *meter reading data* for the *delivery point* since the previous *meter reading* of the *delivery point*; and

(b) the *network operator* is able to *verify* the *meter reading data* under clause 153; and

(c) the *network operator* does not otherwise suspect an error in the *meter reading data*, the *heating value* or other associated data.

(2) An **"actual value"** is a value for the total energy quantity of gas delivered at a *delivery point* (in megajoules) during the *metering period*, which is calculated by the *network operator* using *meter reading data* actually obtained from the *meter* or *meters* at the *delivery point*.

156. Estimated values

(1) A *network operator* must calculate an *estimated value* if any one or more of the following applies in relation to a *scheduled meter reading*:

(a) the *network operator* has not obtained *meter reading data* for the *delivery point* since the previous *meter reading* of the *delivery point*; or

(b) the *network operator* is unable to *verify* the *meter reading data*; or

(c) the *network operator* otherwise suspects an error in the *meter reading data*, the *heating value* or other associated data.

(2) An **"estimated value"** is a value for the total energy quantity of gas delivered at a *delivery point* (in megajoules) during the *metering period*, which is calculated by the *network operator* using an estimation methodology set out in Appendix 2.

(3) If the *network operator* calculates the *energy value* for a *delivery point* based upon an *estimated value*, then:

(a) the *network operator* (acting as a *reasonable and prudent person*) may replace the *estimated value* with:

(i) a *substituted value*; or

(ii)   if the *network operator* (acting as a *reasonable and prudent person*) determines that it has grounds for calculating a more *accurate estimated value* — the further *estimated value*;

and

(b)   for the purposes of clause 156(3)(a)(ii), the *network operator* (acting as a *reasonable and prudent person*) must consider any reasonable request from a *current user* for an *estimated value* to be changed.

157. Substituted values

(1)   If at any time a *network operator* determines that there is no possibility of calculating an *actual value* for a *delivery point*, then the *network operator* must designate an *estimated value* for the *delivery point* to be a **"substituted value"** for the *delivery point*.

> {Examples: A *substituted value* may be required:
>
> (a)   for a *basic meter*, if the index of the *meter* has become unreadable, or the *meter* is destroyed; and
>
> (b)   for an *interval meter*, if the flow computer or associated *meter* equipment has been destroyed; and
>
> (c)   for an *interval meter*, if the flow computer or associated *meter* equipment is faulty, but not destroyed.}

(2)   If these *procedures* require the use or provision of an *actual value*, then a *substituted value* may be used or provided instead.

(3)   If the *network operator* has designated a *substituted value* for a *delivery point*, then:

(a)   the *network operator* must:

(i)   repair or replace the *meter*, or one or more of its components (as appropriate) at the *delivery point* under clause 134; and

(ii)   for a *basic meter*, obtain the *meter reading data* then *promptly* provide the reading date and *index reading* obtained from the *meter reading data* for the *delivery point* to the *user* and *AEMO*; or

(iii)   for an *interval meter, promptly* provide the *meter reading data* for the *delivery point* to the *user* and *AEMO*;

and

(b)   clauses 156(3)(a)(ii) and 156(3)(b) apply in respect of the *estimated value* which was designated to be the *substituted value*.

> {Note: The *network operator* may provide a further *estimated value* upon which the *substituted value* is based, if requested by the *user* or based upon more *accurate* information.}

Division 4.4.3 – Timing for provision of metering data

158. Time for provision of metering data to current users and AEMO – basic and interval meters

(1) Subject to clauses 158(2) and 159, a *network operator* must provide:

    (a) to the *user* and *AEMO* (as the case may be) the *metering data* for a *basic-metered delivery point* ⎯ by 5.00pm on the *business day* after the *network operator* receives the *meter reading data* (under clause 143 or as a result of a *special meter reading* under clause 147); and

    (b) there is no clause 158(1b).

    (c) to *AEMO* the *metering data* for an *interval-metered delivery point* ⎯ within 3.5 hours after the end of the *gas day* to which the *meter reading* relates; and

    (d) to the *user* the *metering data* for an *interval-metered delivery point* ⎯ within 4.5 hours after the end of the *gas day* to which the *meter reading* relates.

(2) If the *network operator* (acting as a *reasonable and prudent person*) is not satisfied with its *verification* of the data by the time specified in clause 158(1)(a), then:

    (a) it must by the time specified in clause 158(1)(a) provide the data for those *MIRNs* that passed validation; and

    (b) it is permitted one further *business day* to either *verify* the data for the remaining *MIRNs* and provide *metering data* that contains an *actual value*, an *estimated value* or a *substituted value* (as applicable).

(3) If a *network operator* determines as a *reasonable and prudent person* that it will not obtain *meter reading data* for even a single *delivery point* on a *meter reading route*, the *network operator* must *notify* each affected *user* of:

    (a) the failure to obtain any *meter reading data*; and

    (b) the affected *MIRNs*; and

    (c) the likely ability to provide *metering data* for the *MIRNs* on the *meter reading route*.

(4) A notification under clause 158(3) must be given as soon as the *network operator* makes the determination under clause 158(3), and in any event must be given before *close of business* on the next *business day* after the determination is made.

159. Changes to MIRN standing data and meter standing data relevant to calculations

If, in relation to a *delivery point*, any of the following information changes:

    (a) the *MIRN status*; and

(b)   the *meter number*; and

(c)   the *meter type*; and

(d)   the *index type*; and

(e)   the *gas zone code*; and

(f)   the *pressure correction factor*; and

(g)   for a *basic meter* — the number of dials,

then, the *network operator* must provide at least the updated item of *MIRN standing data* or *meter standing data* (as applicable) to the *user*, before providing the *metering data* under clause 158.

Division 4.4.4 – Content of metering data

160. Metering data for current users – basic and interval meters

(1)   For each occasion on which these *procedures* require a *network operator* to provide a *current user* with *metering data* for a *basic-metered delivery point*, (except where the *user* has become the *current user* as a result of a *transfer* taking effect under clause 103(1)(c)) it must provide at least the following:

(a)   *MIRN*; and

(b)   *meter type*; and

(c)   date of the previous *meter reading*; and

(d)   date of current *meter reading*; and
    {Note: For a *move-in*, this may be the date on which the *deemed meter reading* is deemed to have occurred by clause 148.}

(e)   *index reading* of the previous *meter reading*; and

(f)   current *index reading*; and

(g)   *pressure correction factor*; and

(h)   *energy value type*; and

(i)   *heating value* used to calculate the *energy value* under clause 160(1)(j); and

(j)   *energy value*; and

(k)   next *scheduled meter reading* date.

(2)   For each occasion on which these *procedures* require a *network operator* to provide a *current user* with *metering data* for an *interval-metered delivery point*, it must provide at least the following:

(a)   *MIRN*; and

(b)   *meter type*;

(c)   date of current *meter reading*; and

(d)   *energy value type*; and

(e)   the *heating value* used for the *gas day* to calculate the *energy value* of gas delivered; and

(f)   for each hour in the *gas day*, the *energy value*; and

(g)   the *energy value*.

161. Metering data for new connections – basic meters

For a *new connection* of a *basic-metered delivery point* under clause 65, the *network operator* must provide the *user* with at least the following *metering data*:

(a)   *MIRN*; and

(b)   *meter type*;

(c)   date of current *meter reading*; and

{Note: This may be the date on which the *deemed meter reading* is deemed to have occurred by clause 148.}

(d)   current *index reading*; and

(e)   *pressure correction factor*; and

(f)   next *scheduled meter reading* date.

162. Metering data for AEMO – basic and interval meters

For each occasion on which these *procedures* require a *network operator* to provide *AEMO* with *metering data*, it must provide at least the following (as applicable):

(a)   the *MIRN*; and

(b)   date of the previous *meter reading*; and

{Note: For an *interval meter*, the date of the previous *meter reading* will be the previous *gas day*.}

(c)   date of current *meter reading*; and

(d)   *energy value type*; and

(e)   for a *basic-metered delivery point* — the *energy value*; and

(f)   for an *interval-metered delivery point*:

(i)   for each hour in the *gas day*, the *energy value*; and

(ii)   the *energy value*.

Division 4.4.5 – AEMO validation of metering data

163. Requirements for valid provision of metering data to AEMO

Provision of *metering data* to *AEMO* under clause 158 is valid only if:

(a)   the *delivery point* exists within the *AEMO registry*; and

(b)   it is provided by the *network operator* who has an *active GBO identification*; and

(c)   the *energy value* is a positive number; and

(d)   the start and end dates of the *metering period* are valid calendar dates; and

(e)   the start date of the *metering period* occurs before the end date of the *metering period*; and

(f)   the start date of the *metering period* is:

(i)   the same date as the date of end of the previous *metering period* for which *AEMO* received *metering data*; or

(ii)   if there was no previous *metering period*, the same date as the *MIRN* became *commissioned* as recorded in the *AEMO registry* under clause 51(a); or

(iii)   the same date as the start date of the previous *metering period* for which *AEMO* received *metering data* and the end date of the current *metering period* is also the same as the end date of the previous *metering period*, if clause 164 applies; or

(iv)   the same date as the start date of the previous *metering period* for which *AEMO* received *metering data*, but the end date of the current *metering period* is later than the end date of the previous *metering period*.

> {Note: For the purposes of clause 163 the start and end dates of a *metering period* are the dates upon which a *meter reading* is taken (bearing in mind that the *meter reading* is deemed by clause 5 to have occurred at the start of the *gas day*). For example, if a *meter reading* is taken at 1100 hours on 5 February and then another *meter reading* is taken at 1600 hours on 8 March and another at 0900 hours on 12 April, then:

(a) the start date of the first *metering period* is 5 February and the end date is 8 March (and the *metering data* for this *metering period* includes gas consumed on the 7 March *gas day* but not gas consumed on the 8 March *gas day*); and

(b) the start date of the second *metering period* is 8 March and the end date is 12 April (and the *metering data* includes gas consumed on the 11 April *gas day* but not gas consumed on the 12 April *gas day*).}

(g) the *metering period* is 425 or less days old; and

(h) the *metering period* does not cover any period of time during which the *MIRN* was *deregistered*.

164. Replacement of metering data in AEMO registry according to energy value types

If *AEMO* receives *metering data* under clause 162 for a *delivery point* more than once for the same *metering period*, *AEMO* must replace the *metering data* in the *AEMO registry* if it receives *metering data* for a previous *metering period* that contains a better quality *energy value* as determined in accordance with the following:

(a) an *estimated value* may be replaced by any other *energy value*; and

(b) an *actual value* may be replaced by another *actual value* or a *substituted value*; and

(c) a *substituted value* may be replaced by another *substituted value*.

165. If metering data is not valid

Upon receipt of *metering data* under clause 158 which is not valid, *AEMO* must *immediately*:

(a) reject the *metering data*; and

(b) *notify* the *network operator* that lodged the *metering data* that it has been rejected and provide the reason why the *metering data* is not valid.

> {Note: A *network operator* must re-send the *metering data* to *AEMO* to comply with its obligations under clause 158.}

166. If metering data is valid

Upon receipt of a *metering data* under clause 158 that is valid, *AEMO* must:

(a) forthwith accept the *metering data*; and

(b) *promptly notify* the *network operator* that the *metering data* has been accepted.

Division 4.4.6 – Historical metering data

166A. Explicit informed consent required

(1)   Before lodging a request with a network operator for historical metering data or historical meter reading data for a delivery point that relates to a period for which the user was not the current user, a user must obtain the customer's explicit informed consent to the receipt by the user of the requested data.

> {Note: The *user* should ensure that the *customer's* consent extends to all actions the *user* may need to undertake to complete the request for the *historical metering data or historical meter reading data.*}

(2)   If at any time before the *network operator* has provided information to a *user* under clause 167(4), a *customer's explicit informed consent* under clause 166A(1) ceases to apply (for example because it is withdrawn), then the *user* must withdraw the request to the extent that the request relied upon the *customer's explicit informed consent*.

(3)   If at any time after the *network operator* has provided information to a *user* under clause 167(4), a *customer's explicit informed consent* under clause 166A(1) ceases to apply (for example because it is withdrawn), then the *user* must not use the information for any purpose and must to the extent reasonably practicable delete all copies of the information.

167. Provision of historical metering data to user on request

(1)   Subject to clause 167(2), a *user* may request a *network operator* to provide it with either or both of:

   (a)   *historical metering data*; or

   (b)   *historical meter reading data*,

   for one or more of the *user's delivery points* for a period specified in the request.

(2)   By lodging a request under clause 167(1), the *user* represents and warrants to the *network operator* that either:

   (a)   the requested data relates only to a period for which the *user* was the *current user*; or

   (b)   that the *user* has complied with clause 166A(1).

> {Note: Under clause 376A(2), a breach of this warranty will expose the user to liability for more than just direct damage.}

(3)   The *user* makes the warranty in clause 167(2) anew on each day that the request under clause 167(1) is *open*.

(4)   Upon receipt of a reasonable request under clause 167(1), and provided that the *user* has not withdrawn the request under clause 167(5), a *network operator* must provide the requested data to the *user* within 5 *business days*.

(5)   A *user* may at any time before receiving the requested data under clause 167(4), withdraw the request made under clause 167(1) by *notifying* the *network operator*.

(6)   For the purposes of clause 167(4), reasonableness is to be judged having regard to the aggregate impact on the *network operator* of all of the *user's* requests from time to time under clause 167(1).

(7)   The purpose of clause 167(1)(a) is for the *network operator* to assist a *user* to restore or *maintain* the *user's* databases; it is not intended that the *network operator* in effect act as an archivist for the *user*.

(8)   The purpose of clause 167(1)(b) is to give the *user* access to raw *meter reading data* as reasonably required.

168. Archived historical metering data and historical meter reading data

(1)   A *network operator* must *maintain* or archive previous *metering data* for each *delivery point* in its *GDS*:

    (a)   in a readily accessible format for at least two years; and

    (b)   after that for at least a further 5 years in a format which is accessible within a reasonable period of time.

(2)   The *network operator* must *maintain* or archive previous *meter reading data* for each *delivery point* in its *GDS* with an *interval meter* for at least 7 years in a format which is accessible within 5 business days.

Part 4.5 – Heating value data

169. Heating value data calculations

Each *network operator* must calculate the daily average flow-weighted *heating value* for each *gas zone* in its *sub-network*.

170. Heating value data to be retained

A network operator must *maintain* or archive *heating value data* for each *gas zone* in the *network operator's sub-network*:

    (a)   in a readily accessible format for at least 2 years; and

    (b)   after that for at least a further 5 years in a format which is accessible within a reasonable period of time.

171. Publication of heating value data

(1)   For each *gas day*, for each *gas zone* in a *network operator's sub-network*, the *network operator* must publish the daily flow weighted average *heating value data* used for billing purposes for *delivery points* in the *gas zone*.

(2)   A publication under clause 171(1) must be made:

    (a)   available in *electronic form* that can be remotely accessed for downloading by a *participant*; and

    (b)   by noon on the next *business day*.

(3)   Data published under clause 171(1) must remain accessible under clause 171(2)(a) for at least 12 months after the *gas day*.

(4)   *Heating value data* for a *gas zone* is not commercially sensitive or *confidential information*.

Chapter 5 – Allocation, Reconciliation and Swing

{Note: This Chapter 5 assumes that there will never be 3 or more *pipelines* interconnected with a *sub-network*. If this assumption is to be violated, the chapter will need amendment.}

Part 5.1 – Introduction

171A. Exemption single pipeline sub-networks

(1)   This Chapter 5 does not apply in respect of:

   (a)   there is no clause 171A(1)(a).

   (b)   an *uncovered sub-network.*

(2)   If a *network operator* of a *sub-network* identified in clause 171A(1) becomes aware that:

   (a)   there is no clause 171A(2)(a).

   (b)   in the case of an *uncovered sub-network*— it is proposed that the *sub-network* become a covered pipeline as defined in the *National Gas Access (Western Australia)* or subject to any other third party access regime under a *law* or under an instrument having effect under a *law*,

   the *network operator* must advise *AEMO* of the proposal and provide *AEMO* with information in reasonable detail regarding the proposal at least 40 *business days* prior to an *uncovered sub-network* becoming a covered pipeline as prescribed in clause 171A(2)(b), or prior to a *covered sub-network* becoming an *uncovered sub-network* as prescribed under clause 171A(2)(c).

(3)   For a *sub-network* that is connected to a single *pipeline*:

   (a)   Part 5.10, Part 5.11, Part 5.12 and Part 5.12A do not apply; and

   (b)   in each of the following *procedures*, if applicable, the provisions in relation to *swing service*, *swing service providers* and *swing service repayment quantities* are to be disregarded:

      (i)   clause 221;

      (ii)   clause 228;

      (iii) clause 246;

      (iv)   clause 248;

      (v)   clause 249;

      (vi)   clause 252;

      (vii) clause 253; and

(viii) clause 302.

(4) Notwithstanding clause 171A(1)(b), AEMO may undertake the *UAFG* calculations under clause 230 for *uncovered sub-networks* if requested to do so by the *network operator*, subject to the *network operator* agreeing to pay an *additional service charge* to cover the costs of these calculations, as per clause 362A(7).

(5) In making the calculations under clause 171A(2), AEMO may also undertake any other calculations necessary to facilitate the calculation of *UAFG* for the *uncovered sub-networks*.

172. There is no clause 172

173. The shipper register

(1) *AEMO* must establish a *shipper register* for the purposes of this Chapter 5:

    (a) which sets out for each *user* for each *sub-network*:

        (i) a list of the *shippers* that have provided a valid *listing request* to *AEMO*;

        (ii) a list of the *swing service providers* that have provided a valid *listing request* to *AEMO*,

    and

    (b) subject to this Chapter 5, the contents of which *AEMO* must keep confidential.

(2) A *shipper* or a *swing service provider* may at any time directly or through an agent provide:

    (a) a request (**"listing request"**) to *AEMO* to list it in the *shipper register* in respect of a *user* and a *sub-network* from a specified **"effective date"**; or

    (b) a request (**"delisting request"**) to *AEMO* to remove its listing from the *shipper register* in respect of a *user* and a *sub-network* from a specified **"effective date"**.

(3) A *listing request* by a *shipper* under clause 173(2) is a statement by the *shipper* that the *shipper* agrees to be listed from time to time in the *user's allocation instruction* in respect of the *user's gas injections* into the *sub-network*, and is valid if:

    (a) it includes the *shipper's GBO identification* and the *shipper* has an *active GBO identification*;

    (b) it includes a written confirmation from:

(i) the *pipeline operator* indicating that the *shipper* has a gas *transmission contract* in the *pipeline*; or

(ii) another *shipper* listed on the *shipper register* indicating that it has a contract to supply gas transmission capacity to the *shipper* on the *pipeline*.

(4) A *listing request* by a *swing service provider* or *swing service provider of last resort* under clause 173(2) is a statement by the *swing service provider* or *swing service provider of last resort* that the *swing service provider* or *swing service provider of last resort* as the case may be agrees to be specified from time to time, under clause 267(3)(f)(ii), in a *procurement request* provided by the *user* to *AEMO* as a *swing service provider* that will *repay* part or all of one or more of the *user's swing service repayment quantities* on the *user's* behalf where the *user* did not procure the *swing service* from that *swing service provider*, and is valid if:

(a) it includes the *swing service provider's GBO identification* and the *swing service provider* has an *active GBO identification*; and

(b) it includes a written confirmation:

(i) from the *pipeline operator* that the *swing service provider* either:

A. has a *transmission contract* in the *pipeline*; or

B. has an agreement with the *pipeline operator* for the provision of either or both of *park swing service* and *loan swing service* in the *pipeline* at the *gate point*.

(ii) a *shipper* listed on the *shipper register* indicating that it has an agreement to supply gas transmission capacity to the *swing service provider* on the *pipeline*.

(5) Upon receipt of a valid *listing request* or a *delisting request*, *AEMO* must update the *shipper register* accordingly:

(a) where the request is received from a *shipper*:

(i) where the *effective date* is within 2 *business days* of the date of the *listing request* or *delisting request* – as soon as practicable, and in any event before the end of the *business day* on which *AEMO* receives the *listing request* or *delisting request*, to apply at the latest in respect of the *gas day* starting 2 *business days* later; and

(ii) where the *effective date* is 2 *business days* from the date of the *listing request* or *delisting request* or later – to apply in respect of the first *gas day* after the *effective date*,

and

(b) where the request is received from a *swing service provider*:

(i)   where the *effective date* is within 4 *business days* of the date of the *listing request* or *delisting request* – as soon as practicable, and in any event before the end of the *business day* on which *AEMO* receives the *listing request* or *delisting request*, to apply at the latest in respect of the *gas day* starting 4 *business days* later; and

(ii)   where the *effective date* is 4 *business days* from the date of the *listing request* or *delisting request* or later – to apply in respect of the first *gas day* after the *effective date*.

(6)   If requested by a *pipeline operator*, *AEMO* must as soon as practicable advise the *pipeline operator* of all *shippers* and *swing service providers* listed in the *shipper register* in respect of a *gate point* which interconnects the *pipeline operator's pipeline* and a *sub-network*.

(7)   If a *shipper* does not have a gas *transmission contract* in a *pipeline* or with another *shipper* on the *shipper register*, the *pipeline operator* may give a *notice* (**"removal request"**) to *AEMO* requesting *AEMO* to remove the *shipper* from the *shipper register* for the *pipeline*.

(8)   If a *swing service provider* does not have:

(a)   a *transmission contract* in the *pipeline*;

(b)   an agreement with the *pipeline operator* for the provision of either or both *park swing service* and *loan swing service* in the *pipeline* at the *gate point*; or

(c)   an agreement with a *shipper* on the *shipper register* to supply gas transmission capacity to the *swing service provider* on the *pipeline*.

then the *pipeline operator* may give a *notice* (**"removal request"**) to *AEMO* requesting *AEMO* to remove the *swing service provider* from the *shipper register* in respect of a *gate point* on the *pipeline*.

(9)   By providing a *removal request*, the *pipeline operator* represents and warrants to *AEMO* that the *shipper* or *swing service provider* named in the *removal request* does not have a gas *transmission contract* in the *pipeline*.

{Note: Under clause 376A(2), a breach of this warranty will expose the *pipeline operator* to liability for more than just direct damage.}

(10) On receipt of a *removal request*, *AEMO* must:

(a)   as soon as practicable and in any event within 12 hours, advise the *shipper* or *swing service provider* and each *user* in respect of which the *shipper* or *swing service provider* is listed in the *shipper register* that, on the *pipeline operator's* request, the *shipper* or *swing service provider* will be removed from the *shipper register* in respect of the *gate point* which interconnects the *pipeline* and the *sub-network*; and

(b)   remove the *shipper* or *swing service provider* from the *shipper register* in respect of the *gate point* which interconnects the *pipeline* and the *sub-network* as soon as practicable and in any event before the end of the *business day* on which *AEMO* receives the notification from the *pipeline operator*, to apply at the latest in respect of the *gas day* starting 2 *business days* later.

(11)   A *pipeline operator* that provides a *removal request* to *AEMO* is liable to *AEMO* for, and must indemnify *AEMO* against, any loss or damage caused by or arising directly or indirectly out of or in connection with the *removal request*, including:

(a)   the *removal request* not being validly given;

(b)   *AEMO* acting in reliance on the *pipeline operator's* representation and warranty under clause 173(9);

(c)   *AEMO* acting in reliance on the *removal request*; or

(d)   *AEMO* removing a *shipper* or *swing service provider* from the *shipper register* in accordance with the *removal request*,

including:

(e)   any liability of *AEMO* to any other person, or any claim, demand, action or proceeding brought against *AEMO*, and any costs or expenses, including legal costs (on a full indemnity basis), in connection with the claim, demand, action or proceeding; and

(f)   any consequential loss or damage however caused, including any:

(i)   loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or

(ii)   loss or damage due to business interruption,

whether or not the consequential loss or damage was foreseeable.

174. Only one notional gate point per pipeline for each sub-network

(1)   If there is more than one physical interconnection between a given *sub-network* and a *pipeline*, then for the purposes of this Chapter 5, the several physical points of interconnection are treated as being aggregated into a single (notional) *gate point* between the *pipeline* and the *sub-network*.

(2)   If there is only one physical interconnection between a given *sub-network* and a *pipeline*, then for the purposes of this Chapter 5, that physical point of interconnection is treated as the *gate point*.

175. Gate Point control systems

(1)   Subject to clause 175(2) to 175(4) a *pipeline operator* may:

(a) operate a *gate point* on any of the following *gate point* control systems:

    (i) *pressure control*;

    (ii) *flow profile co*ntrol;

    (iii) *flow ratio control*;

    (iv) *market responsive flow control*;

(b) change the control system it is operating for a *gate point*, provided that not later than 20 *business days* before it changes the control system it notifies *AEMO* and each *network operator* of the control system it proposes to operate for its *gate point* after the date on which it changes the control system; and

(c) adopt additional control measures for the control system it is operating for a *gate point* on a temporary intra-day basis in order to maintain *pipeline* integrity or manage *pipeline* operational emergencies, if the failure to change the control system would result in material damage to the *pipeline* or a more extensive disruption or curtailment of gas supply.

(2) A *pipeline operator* must not:

(a) operate a *gate point* on a *pressure control system* if any other *gate point* that delivers gas to the same *sub-network* as that *gate point* is operated on a *pressure control* control system; or

(b) operate a *gate point* on a control system other than a *pressure control system* if no other *gate point* that delivers gas to the same *sub-network* as that *gate point* is operated on a *pressure control system*.

(3) If a *pipeline operator* wishes to operate a *gate point* on a control system other than a control system specified in clause 175(1)(a), it must first consult with *participants* and *AEMO* to develop changes to these *procedures* that are consistent with the proposed form of *gate point* control system in order to ensure that the implementation of the new control system would not prevent these *procedures* from operating.

(4) If a *pipeline operator* wishes to change the control system for a *gate point*, it must use its reasonable endeavours to consult with all *shippers* operating in the *sub-network* connected to the affected *gate point* at least 15 *business days* before the change takes place to take into account the possible impact of the proposed change on *participants* and having due regard to maintaining an open and competitive environment.

(5) A *pipeline operator* may, for the purposes of complying with its obligations under clause 175(4), request *AEMO* to notify it of the identity of all *shippers* operating in the *sub-network*. *AEMO* must comply with a request from a *pipeline operator* under this clause 175(5) within 3 *business days* of receiving the request.

176. Type of pipeline control system

(1)   If *AEMO* is notified under clause 175 that a *sub-network* will be operating with one pressure control *pipeline* and one flow profile control *pipeline*, then:

(a)   within 15 *business days* of *AEMO* receiving the *notice* under clause 175, *AEMO* must provide to the *pipeline operator* of the flow profile control *pipeline*:

(i)   the set of *profiles* referred to in clause 200(1); and

(ii)   the set of principles referred to in clause 200(2)(b), which must be applied by the *pipeline operator* of the flow profile control *pipeline* in the selection of a *profile* for the operation of the flow profile control *pipeline* for the *sub-network* for each *gas day*;

and on each occasion that *AEMO* determines new *profiles* or principles under clause 200, *AEMO* must as soon as practicable provide the new *profiles* or principles to the *pipeline operator* of the flow profile control *pipeline*; and

(b)   each *user* in the *sub-network* must procure its *related shippers* or *swing service providers* (as applicable) in the flow profile control *pipeline* to procure the *pipeline operator* for the flow profile control *pipeline* to:

(i)   select a *profile* for the operation of the flow profile control *pipeline* for each *gas day* from the set of *profiles* referred to in clause 176(1)(a)(i) in accordance with the principles referred to in clause 176(1)(a)(ii);

(ii)   *inject* gas into the *sub-network* on a *gas day* in accordance with the *profile* selected by the *pipeline operator* for the *gas day* under clause 176(1)(b)(i); and

(iii)   advise *AEMO*, at least 16 hours before the start of each *gas day*, of the *profile* selected by the *pipeline operator* for the *gas day*.

(2)   If *AEMO* is notified under clause 175 that a *sub-network* will be operating with one pressure control *pipeline* and one flow ratio control *pipeline*:

(a)   for each *gas day*, *AEMO* must calculate the ratio for the flow ratio control *pipeline* for the *sub-network* in accordance with clause 176(3), and at least 15 hours before the start of the *gas day*, *notify* the ratio to the *pipeline operator* for the flow ratio control *pipeline*; and

(b)   each *user* in the *sub-network* must procure its *related shippers* or *swing service providers* (as applicable) in the flow ratio control *pipeline* to procure the *pipeline operator* for the flow ratio control *pipeline* to *inject* gas into the *sub-network* in accordance with the ratio notified by *AEMO* under clause 176(2)(a) or revised under clause 176(4) from time to time.

(3) If *AEMO* is required under clause 176(2) to calculate the ratio for a *flow ratio control pipeline* for a *sub-network* for a *gas day*, it must calculate the ratio as follows:

$$R = \frac{\sum UPNA_F}{\sum UPNA_P}$$

where:

R	=	the ratio for a *flow ratio control pipeline* for the *sub-network* for the *gas day*;
$UPNA_F$	=	the *user's pipeline nomination amount* for the *flow ratio control pipeline* notified under clause 197(2) for each *user* for the *sub-network*; and
$UPNA_P$	=	the *user's pipeline nomination amount* for the *pressure control pipeline* notified under clause 197(2) for each *user* for the *sub-network*.

(4) If *AEMO* has notified a ratio for a *gas day* to the *pipeline operator* for the flow ratio control *pipeline* for a *sub-network* under clause 176(2)(a), and *AEMO* is notified of a revised *user's pipeline nomination amount* for the *sub-network* for the *gas day* under clause 184, as soon as practicable *AEMO* must:

(a) recalculate the ratio for the flow ratio control *pipeline* for the *sub-network* for the *gas day* taking into account the revised *user's pipeline nomination amount* (**"recalculated ratio"**);

(b) correct the *recalculated ratio* (**"corrected recalculated ratio"**) with the objective that at the end of the *gas day* the ratio of gas delivered by the flow ratio control *pipeline*, taken across the whole of the *gas day*, is appropriate, provided that the correction is not more than **"A"**%, where **"A"** is a variable, of the *recalculated ratio*; and

> {Note: Clause 176(4)(b) is intended to permit AEMO to set a ratio which "overcorrects" or "leads" the actual ratio, to ensure that gas flows across the whole day, and not just in the part of the day following the adjustment, achieve the correct new ratio.}

(c) *notify* the *corrected recalculated ratio* to the *pipeline operator* for the flow ratio control *pipeline*.

(5) The value to be used for the variable **"A"** in clause 176(4)(b) is 20.

(6) If the *pipeline operator* of the flow ratio control *pipeline* (acting as a reasonable and prudent person) forms the opinion that it cannot adjust the operation of the *pipeline* to accommodate the *corrected recalculated ratio* notified to it under clause 176(4)(c), then:

(a) it must *immediately notify AEMO* of the opinion; and

(b)   *AEMO* may consult with the *pipeline operator* (both acting as *reasonable and prudent persons*) and may adjust the *corrected recalculated ratio*, and if *AEMO* does adjust the *corrected recalculated ratio*, it must make the adjusted *corrected recalculated ratio* available to the *pipeline operator*, *shippers* and *swing service providers* on the *pipeline* and *users* in the *sub-network*.

177. There is no clause 177

Part 5.2 – User obligations

178. User to procure injections which match user's likely swing service repayment quantities and user's required withdrawals

A *user* must ensure that for each *sub-network* for each *gas day* it procures:

(a)   the *repayment* into the *sub-network* of the *user's swing service repayment quantities* for the *sub-network* for the *gas day*; and

(b)   the *injection* into the *sub-network* of an amount of gas equal to its good faith estimate as a *reasonable and prudent person* of its likely *user's required withdrawals* for the *sub-network* for the *gas day*.

> {Note: The *user's required withdrawals* is defined in clause 2 as meaning the sum of *UIW*, *UEBW*, *UUAFG* and *URAA* for a *user* for a *gas day* less any part of the *URAA* that relates to a *gate point adjustment amount*.}

179. There is no clause 179.

180. Procedures may require negative injection

To avoid doubt, clause 178 may require a *user* to procure the *injection* into the *sub-network* of a negative amount of gas on a *gas day*.

> {Note: Any negative *injection* may be resolved between the *user* and its *related shipper* or *swing service providers* (as applicable), between the *shipper* or *swing service providers* (as applicable) and the *pipeline operator* or by an arrangement with another *user*.}

181. User to minimise its contribution to swing service

A *user* must endeavour to minimise the extent to which it, and its *related shippers* or *swing service providers* (as applicable), contribute to the causation of *swing service*.

> {Note: There are two specific *user* obligations implied by this procedure as follows:
>
> (i)   That the *user* must procure *nominations* which are equal to its estimate of its *user's required withdrawals* for the upcoming *gas day*; and
>
> (ii) That the *user* must provide *AEMO* with *user's allocation instructions* for the *gas day* that, when applied (after the fact) to the *user's estimated total withdrawals* for that *gas day* will result in as small as possible a contribution to *swing service* on that *gas day*.
>
> This procedure requires *users* to submit negative *user's allocation instructions* for *gas days* when the *pipeline corrected injections* are negative or when the *user's* contribution to the *pipeline corrected injections* other than its *swing service repayment quantity* are negative.}

182. Users collectively to keep sub-network pressurised

(1) Each *user* must ensure that its, and its *related shippers'* or *swing service providers'* (as applicable), conduct (including conduct within a *gas day*) does not:

    (a) jeopardise gas *injections* into the *sub-network* in such a way that the *sub-network's* system pressure is threatened; or

    (b) impede a *network operator's* ability to ensure that the system pressure in a *sub-network* is maintained.

(2) Without limiting this clause 182, a *user* must ensure that its intra-day gas flows do not:

    (a) jeopardise the operation of the *sub-network*; or

    (b) cause the obligation to keep the *sub-network* pressurised to fall disproportionately on other parties.

(3) The responsibility on *users* to keep the *sub-network* pressurised, set out in this clause 182, falls on each *user* proportionately to the *user's* aggregate gas withdrawals out of the *sub-network* on a *gas day*.

(4) A *user's* obligations under this clause 182 are owed:

    (a) to every other *user* who *injects* gas into the *sub-network* on a *gas day*, jointly and severally; and

    (b) to the *network operator*.

183. There is no clause 183

184. Renominations and changes in shipper's right to inject gas

If, before or during a *gas day*:

    (a) a *user's related shipper renominates* for the *gas day*; or

    (b) a *user* becomes aware that its *related shipper's nomination* for the *gas day* is to be adjusted under its *transmission contract*, or that the *pipeline operator* does not plan to *inject* gas in accordance with the *shipper's* or *swing service providers* (as applicable) *nomination* for the gas day,

in a manner which will cause a change to the *user's pipeline nomination amount*, then:

    (c) the *user* must *immediately notify AEMO* of the revised *user's pipeline nomination amount* for the relevant *pipeline* and *sub-network*, and

    (d) the *user* may give *AEMO* a *revised allocation instruction* under clause 189 for the *sub-network*.

184A. There is no clause 184A

185. There is no clause 185

186. User to procure shipper's nominations

(1)   For each *sub-network* for each *gas day*, each *user* must procure nominations from one or more *related shippers* or *swing service providers* (as applicable) within the time frames required by the *related shipper's* or *swing service provider's transmission contract* which are sufficient to satisfy the *user's* obligations under Part 5.2.

(2)   Nothing in clause 186(1) prevents a *shipper's* or *swing service provider's nomination* from being made in aggregate, to address the requirements of more than one *user*.

Part 5.3 – Allocation instruction

187. "User's gas injections" defined

In this Part 5.3, **"user's gas injections"** for a *sub-network* for a *gas day* means, as appropriate, either:

(a)   before the end of the *gas day*, the *user's total nomination amount* under clause 198 minus the sum of the *user's swing service repayment quantities* for *repayment* on the *gas day* calculated under clause 299; or

(b)   after the end of the *gas day*, the *user's estimated total withdrawals* calculated under clause 228 minus the sum of the *user's swing service repayment quantities* for *repayment* on the *gas day* calculated under clause 299.

188. User's allocation instruction

(1)   A *user* must give *AEMO* a valid *allocation instruction* under this Part 5.3:

(a)   at least 2 *business days* before the *gas day* on which the *user* first withdraws gas from a *sub-network*; and

(b)   for each *gas day* on which the *user* is likely to withdraw gas from a *sub-network* before the *gas day*

(2)   An *allocation instruction* may be expressed as a standing instruction which applies until a new valid *allocation instruction* is given, and may allocate the *user's gas injections* to *shippers* by:

(a)   percentages;

{Example: "20% to shipper A and 80% to shipper B".}

(b)   quantities, which must include an allocation of residual quantity; or

{Example: "15 TJ to shipper A, 5 TJ to shipper B and the balance to shipper A".}

(c)   by a combination of the options in clauses 188(2)(a) and 188(2)(b).

{Example: "15 TJ to shipper A, and the balance 40% to shipper A and 60% to shipper B".}

(3)   An *allocation instruction* must specify for each *gas day* to which it applies how the *user's gas injections* into the *sub-network*, other than the *user's swing service repayment quantities*, are to be allocated between the *shippers injecting* gas into the *sub-network* on the *user's* behalf.

189. Revised allocation instructions

(1)   A *user* may from time to time give *AEMO* a *revised allocation instruction* for a *gas day*.

(2)   Subject to clause 189(3), a *revised allocation instruction* given under clause 189(1) may be given at any time up to 3.5 hours after the end of a *gas day* to which it applies.

(3)   A *user* must not give *AEMO* a *revised allocation instruction* for a *gas day* after the start of the *gas day* which, subject to clauses 189(4) and 189(6), purports to allocate a *user's gas injections* into the *sub-network* across *pipelines* in different proportions to the *earlier allocation instruction* in a way which for either *pipeline* would be expected by a *reasonable and prudent person* to result in more than a **"A"%** difference, where **"A"** is a variable, between the amount of gas allocated to a *pipeline* at the end of the *gas day* compared with what would have been allocated under the *earlier allocation instruction.*

(4)   The value to be used for the variable in clause 189 (3) is 10.

(5)   Where a *user* has provided a revised *user's pipeline nomination amount* for the *gas day* to *AEMO* under clause 184, a *revised allocation instruction* given by the *user* to *AEMO* which allocates the *user's gas injections* into the *sub-network* across *pipelines* in different proportions to the *earlier allocation instruction* is not subject to the limitation in clause 189 (3) if the *revised allocation instruction* operates to allocate an amount of the *user's gas injections* into the *sub-network* to a *pipeline* that is closer to the revised *user's pipeline nomination amount.*

(6)   A *revised allocation instruction* provided by a *user* to *AEMO* is not subject to the limitation in clause 189 (3) if the *revised allocation instruction* is provided by the *user* in extraordinary circumstances as a *reasonable and prudent person* in an attempt to maximise its compliance with clauses 178 and 182.

{Note: The objective of clause 189 (3) is to prevent gaming by a *user* by the *user* generating swing. The objective of clause 189(6) is to ensure that clause 189 (3) does not prevent a *user* from taking action which is for the overall benefit of the *sub-network* as a whole in extraordinary circumstances. For example, a *user* should be able to ensure that an adequate amount of gas is supplied into a *sub-network* from an alternative *pipeline* where the capacity of its original *pipeline* for *injecting* gas into the *sub-network* is restricted because of sudden equipment failure or physical constraints within the *sub-network.*}

190. There is no clause 190

191. Validity of allocation instruction

(1)   Subject to this Part 5.3, a *user's allocation instruction* will be valid for a *gas day* if:

(a)   the allocations in the *allocation instruction* are capable of being applied to allocate all the *user's gas injections* (whatever they are on the *gas day*) to a *shipper*; and

(b)   each *shipper* listed in the *allocation instruction* is listed in the *shipper register* for the *user* for the *sub-network* for the *gas day*.

(2)   *AEMO* must assess each *allocation instruction* it receives from a *user*, for each *gas day* to which the *allocation instruction* is stated to apply, against the criteria in clause 191(1), as soon as practicable:

(a)   after it receives the *allocation instruction*;

(b)   after the *shipper register* for the *user* for the *sub-network* is updated under clause 173(4)(b)(ii), or after a *shipper* is removed from the *shipper register* in respect of a *gate point* for the *sub-network* under clause 173(10); and

(c)   after it has determined the *user's estimated total withdrawals* for the *gas day* under clause 228(1).

192. If allocation instruction is invalid

(1)   If *AEMO* determines that a *user's allocation instruction* is not valid, *AEMO* must *immediately* advise the *user* that its *allocation instruction* is not valid and the reason why, in order that the *user* can, if permitted under this Part 5.3, submit a *revised allocation instruction*.

(2)   If a *user* has not provided an *allocation instruction* to *AEMO* that is valid under this Part 5.3, then *AEMO* must use the appropriate alternative method under this clause 192(2) for allocating the *user's gas injections* across *shippers* for the *gas day*, *immediately* notify the *user* which method was used and of the result of using that method and as soon as practicable, and *notify* (**"clause 192(2) notice"**) each *shipper* to which *AEMO* allocated some or all of the *user's gas injections* that *AEMO* was required under this clause 192(2) to allocate gas to the *shipper*, of the amount of gas allocated to the *shipper* and of the name of the *user*:

(a)   if possible, *AEMO* must use the *user's* most recent *allocation instruction* for the *sub-network* that is valid for the *gas day* determined using the *like day substitution methodology*; and

(b)   if there is no such *allocation instruction*, *AEMO* must use the *user's* most recent *allocation instruction* for the *sub-network* that is valid for the *gas day* from any previous *gas day*; and

(c) if there is no such *allocation instruction*, *AEMO* must apportion the *user's gas injections* for the *gas day* across all of the *shippers* listed in the *shipper register* for the *user* for the *sub-network* in equal amounts; and

(d) if there are no *shippers* listed in the *shipper register* for the *user* for the *sub-network*, then *AEMO* must determine the most recent *gas day* for which there was at least one *shipper* listed in the *shipper register* for the *user* for the *sub-network*, and allocate the *user's gas injections* for the *gas day* across all of the *shippers* listed in the *shipper register* for the *user* for the *sub-network* on that *gas day* in equal amounts.

> {Note: If an allocation under any of clauses 192(2)(a) to 192(2)(d) results in a shipper being allocated to supply, or to have supplied, gas to a user in circumstances where the shipper has no other contractual relationship with the user to enable it to charge for the supply, then the fallback user-shipper agreement under clause 193A will fill the gap.}

(3) If *AEMO* has been required to allocate a *user's gas injections* for a *gas day* for a *sub-network* using the method set out in clause 192(2)(d), then *AEMO* must *immediately* *notify* the *network operator* and the *ROLR administrator* that *AEMO* was required under clause 192(2)(d) to allocate the *user's gas injections* for the *sub-network* to *shippers* which are not listed in the *shipper register* for the *user* for the *sub-network*.

193. User warranties

(1) By providing an *allocation instruction* under this Part 5.3, a *user* warrants and represents to *AEMO* that:

(a) each of the *shippers* set out in the *allocation instruction* agrees to, and has sufficient contractual entitlements to, *inject* gas on the *user's* behalf in accordance with the *allocation instruction* on any *gas day* to which the *allocation instruction* applies; and

(b) the *user* is party to a *haulage contract* for the *sub-network* in respect of which the *allocation instruction* applies.

> {Note: Under clause 376A(2), a breach of this warranty will expose the user to liability for more than just direct damage.}

(2) A *user* makes the warranties in clause 193(1) anew on the *gas day* before any *gas day* on which the *allocation instruction* will apply.

193A. Fallback user-shipper agreement

(1) If a *shipper* gives *AEMO* a *listing request* under clause 173(2)(a) in respect of a *user* and a *sub-network*, then:

(a) by giving *AEMO* the *listing request*, the *shipper* is deemed to make an irrevocable offer to the *user* to enter into a *fallback user-shipper agreement* in the form set out in Appendix 9 for the *sub-network*; and

(b) on the first subsequent occasion on which the *user* gives *AEMO* an *allocation instruction* in respect of the *sub-network* under this Part 5.3 which lists the

shipper, the *user* by giving that *allocation instruction* is deemed to have irrevocably accepted the offer in clause 193A(1)(a), and the *user* and the *shipper* become parties to the *fallback user-shipper agreement*.

(3)   The *user* named in a *deemed contract* under a *fallback user-shipper agreement* must in accordance with the applicable *fallback user-shipper agreement* pay to the *shipper* which is a party to the *deemed contract* all amounts which are payable under the *deemed contract*.

> {Note: The effect of this clause 193A(2) is to make a non-payment by the *user* a breach of these *procedures*, as well as a breach of the *fallback user-shipper agreement* and the *deemed contract*. This makes available the *compliance panel* process under Chapter 6, and in extreme circumstances the expulsion remedy under the *WA Gas Retail Market Agreement*.}

Part 5.4 – Before the start of the gas day

Division 5.4.1 – Before the start of the gas day

194. Shipper's nominations apply only to extent accepted

(1)   A reference in these *procedures* to the amount of a *shipper's* or *swing service provider's* (as applicable) *nomination* or *renomination* means only the *accepted part* of the *nomination* or *renomination*.

(2)   In clause 194(1), **"accepted part"** means that part of the *nomination* or *renomination* that, after applying the relevant *transmission contract* processes, is binding on the *pipeline operator* for the purpose of the *transmission contract* in the sense that the *pipeline operator* is obliged under the *transmission contract* to *inject* gas in accordance with the *nomination* or *renomination*.

> {Note: Clause 184 deals with the *user's* obligations if the *shipper's* rights to have gas *injected* or *swing service provider's* rights to have *swing service repaid* (as applicable) change during a *gas day*, for example due to a curtailment.}

195. User to procure standing nomination

A *user* must procure from each of its *related shippers* for each *gate point*, a **"standing nomination"** to the *pipeline operator* which, for the purposes of these *procedures*, is the *user's related shipper's* default *nomination* in circumstances where the *user's related shipper* fails to *nominate* in accordance with its *transmission contract*.

196. User's amount of a shipper's nomination

(1)   For each *gate point* for each *gas day* for each *shipper's nomination* by a *user's related shipper*, the *user* must agree with the *shipper* the **"user's amount"** of the *shipper's nomination*.

(2)   If a *shipper* is the *related shipper* of only one *user*, then the *user's amount* equals the *shipper's nomination*.

197. User's pipeline nomination amount

(1) For each *user* for each *gate point* for each *gas day*, a **"user's pipeline nomination amount"** is the sum of:

    (a) the *user's amounts* of its *related shipper's nominations* for the *gate point* for the *gas day* (summed across all *related shippers* for the *gate point*) calculated under clause 196; and

    (b) the *user's swing service repayment quantities* for the *gate point* for the *gas day* as notified by *AEMO* under clause 300(4) or clause 300D(1)(b) (whichever is applicable).

(2) For each *gas day* for each *gate point*, at least 18 hours before the start of the *gas day*, a *user* must *notify AEMO* of the *user's pipeline nomination amount* for the *gate point*.

198. User's total nomination amount

For each *sub-network* for each *gas day*, a **"user's total nomination amount"** is the sum (across all *gate points*) of the *user's pipeline nomination amounts* for the *gas day*.

199. AEMO publishes profiled daily nominations

For each *sub-network* for each *gas day*, at least 2 hours before the start of the *gas day*, *AEMO* must publish to each *user* and its *related shippers* or *swing service providers* (as applicable), the *network operator* and the *pipeline operators*:

    (a) the **"profiled pipeline nominations"** for each *gate point*, being the aggregate of all *users* in the *sub-network*'s *user's pipeline nomination amounts* for the *gate point* for the *gas day* notified under clause 197, distributed across a *profile* selected as follows:

        (i) if *AEMO* has been notified of a *profile* for the operation of a flow profile control *pipeline* for the *sub-network* for the *gas day* under clause 176(1)(b)(iii) — *AEMO* must apply the *profile* notified to it to each *pipeline*; and

        (ii) otherwise — AEMO must apply a profile which it selects in accordance with clause 199(b) to each *pipeline*;

    and

    (b) the **"profiled sub-network nominations"** for the *sub-network*, being the aggregate of all *users* in the *sub-network*'s *user's total nomination amounts* for the *gas day* notified under clause 198, distributed across the *profile* used under clause 199(a).

200. AEMO determines profiles

(1) *AEMO* may determine from time to time, as a *reasonable and prudent person*, the *profiles* for use in clause 199.

(2) *AEMO* must, from time to time, publish guidelines which set out:

   (a) the principles on which the *profiles* referred to in clause 200(1) are based; and

   (b) the principles which *AEMO* applies in the selection of a *profile* for a *gas day* under clause 199(a)(ii), if *AEMO* is required to select a *profile*; and

   (c) *AEMO's* policy on the retention and management of the *profiles* referred to in clause 200(1) in a *profile* library.

Division 5.4.2 – There is no Division 5.4.2

201. There is no clause 201

202. There is no clause 202

203. There is no clause 203

204. There is no clause 204

205. There is no clause 205

206. There is no clause 206

207. There is no clause 207

208. There is no clause 208

209. There is no clause 209

Part 5.5– During the gas day

Division 5.5.1 – During the gas day

210. Pipeline operators to provide hourly data

   For each *pipeline* for each *sub-network* for each hour, the *pipeline operator* must give to *AEMO* within 30 minutes after the end of the hour the *as-retrieved* energy inflow data for the *gate point* for the hour.

211. AEMO's intra-day reporting

(1) For each *sub-network* for each hour, *AEMO* must within 60 minutes after the end of the hour make available to each *user* in the *sub-network,* and to the *pipeline operator* of each *pipeline* connected to the *sub-network*, the following:

(a)   the *as-retrieved* energy inflow data for each *gate point* for the hour;

(b)   the *as-retrieved* energy inflow data aggregated across all *gate points*; and

(c)   the *profiled sub-network nominations* published by *AEMO* before the start of the *gas day* under clause 199(b), as revised from time to time under clause 212.

(2)   If, for a *sub-network* for an hour, *AEMO* does not receive the data referred to in clause 210 from a *pipeline operator* in sufficient time for *AEMO* to make available the data as required by clause 211(1), then for that hour, *AEMO* is not required to make available the data referred to in clause 211(1).

212. AEMO updates profiled sub-network nominations

For each *sub-network* for each *gas day,* if, after publishing the *profiled sub-network nominations* for the *sub-network* for the *gas day* under clause 199(b), *AEMO* receives a revised *user's pipeline nomination amount* under clause 184 for a *pipeline* for the *sub-network* for the *gas day*, *AEMO* must adjust the *profiled sub-network nominations* in accordance with the revised *user's pipeline nomination amount* and make the adjusted *profiled sub-network nominations* available to *users* in the *sub-network* and their *related shippers* or *swing service providers* (as applicable), the *network operator* for the *sub-network* and *pipeline operators*.

Division 5.5.2 – There is no Division 5.5.2

213. There is no clause 213

214. There is no clause 214

215. There is no clause 215

216. There is no clause 216

217. There is no clause 217

Division 5.5.3– During the gas day

217A. Pressure control pipeline to provide instantaneous flow signals

(1)   In this clause 217A **"instantaneous flow rate"** at a *gate point* means a flow rate measured over the shortest period of time over which the metering equipment at the *gate point* is capable of measuring a flow rate.

(2)   The *pipeline operator* of a *pipeline* that is operating as a pressure controlled *pipeline* for a *sub-network* with two *pipelines* connected to it, must under this clause 217A, if requested by the *pipeline operator* of the other *pipeline*, provide to the *pipeline operator* any one or more of the following data signals (each a **"flow signal"**) communicating the *instantaneous flow rate*:

(a)   at the *gate point* connecting the pressure control *pipeline* to the *sub-network*; and

(b)   if there is more than one physical interconnection between the pressure control *pipeline* and the *sub-network* — at each physical interconnection.

> {Note: The physical interconnection referred to in clause 217A(2)(b) is usually referred to as a "physical gate point", whereas the *gate point* referred to in clause 217A(2)(a) and elsewhere in these *procedures* is called a "notional gate point".}

> {Example: If there are three physical gate points comprising the *gate point*, then the *pipeline operator* must, if requested, make available a maximum of 4 *flow signals*, one for the *gate point* and one each for the 3 physical gate points.}

(3)   A *pipeline operator* complies with clause 217A(2) if, *acting as a reasonable and prudent person*, it provides the *flow signal*:

(a)   in the form of a galvanically isolated 4-20 milliamp current loop or in such other form as the parties as *reasonable and prudent persons* may agree; and

(b)   at a location which provides the other *pipeline operator* with a secure location to install equipment to receive and transmit the *flow signal*, together with a power supply for the equipment and reasonable rights of access for the other *pipeline operator* from time to time to operate and *maintain* the equipment.

(4)   The *pipeline operator* of a pressure controlled *pipeline* is not obliged to provide a *flow signal* until it has reached agreement with the other *pipeline operator* about the recovery of its costs of complying with this clause 217A, according to the following principles:

(a)   the *pipeline operator* of the pressure control *pipeline* is entitled to recover all its costs as a *reasonable and prudent person* of providing the *flow signal*, in a manner consistent with the *National Gas Access (Western Australia) Law*;

(b)   there is to be no double-recovery of costs under this clause 217A and under any applicable *Access Arrangement* or agreement.

(5)   Clause 217A(5) does not apply in respect of a *flow signal* being provided in a form and at a location for a *sub-network* if on 10 November 2003 the *flow signal* was being provided by the *pipeline operator* of the pressure controlled *pipeline* in the form and at the location for the *sub-network* to the *pipeline operator* of the other *pipeline* connected to the *sub-network*.

Part 5.6 – Allocation

218. The period for calculations

(1)   Except where a procedure states to the contrary, for each *gas day D AEMO* must perform each calculation it is required to perform under this Part 5.6 and Part 5.7 for each *historical gas day i* in the *historical period*.

(2) Except where a procedure states to the contrary, *AEMO* must use the value it has most recently received and recorded, or generated and recorded, in the *AEMO information system* under these *procedures*:

(a) for each input into each calculation *AEMO* is required to perform under this Part 5.6 and Part 5.7; and

(b) for each notification that *AEMO* is required to provide to a person under this Chapter 5.

(3) For the purposes of clause 218(1):

"historical period" for *gas day D* means the period of 425 *gas days* between 426 *gas days* before *gas day D* and one *gas day* before *gas day D*; and

"historical gas day i" for *gas day D* means a *gas day* in the *historical period* for *gas day D*.

(4) There is no clause 218(4):

219. Part 5.6 and Part 5.7 calculations do not affect swing charges or payments

The allocation processes in this Part 5.6 and the reconciliation process in Part 5.7 do not affect any payment made or payable under Part 5.12. In other words a calculation under Part 5.12 may not be reopened to correct the calculation using recalculated or reconciled amounts.

220. Pipeline injections

(1) For each *gate point*, the **"pipeline injections"** for *gas day D* is the gate point energy quantity for the *gate point* provided to *AEMO* by the *network operator* under clause 152.

(2) For each *gate point* for each *gas day*, *AEMO* must calculate the **"pipeline corrected injections"** for each gas day as follows:

$$PCI = PI + GAA$$

where:

PCI	=	the *pipeline corrected injections* for the *gate point* for the *gas day*;
PI	=	the *pipeline injections* for the *gate point* under clause 220(1); and
GAA	=	the *gate point adjustment amount* for the *gate point* for *gas day D* calculated under clause 243(2).

221. Total corrected injections

For each *sub-network*, *AEMO* must calculate the **"total corrected injections"** for *gas day D* as follows:

$$TCI = \sum PCI - \sum SRQ - \sum URAA$$

where:

TCI	=	the *total corrected injections* for the *sub-network* for *gas day D*;
PCI	=	the *pipeline corrected injections* for each *gate point* for *gas day D* calculated under clause 220(2);
SRQ	=	each *swing service repayment quantity* for each *user* for the *sub-network* for *repayment* on *gas day D* calculated under clause 299; and
URAA	=	the *user's reconciliation adjustment amount* for each *user* for the *sub-network* for repayment on *gas day D* calculated under clause 243.

222. User's interval-metered withdrawals

For each *user* for each *sub-network*, *AEMO* must calculate the "**user's interval-metered withdrawals**" **("UIW")** for *gas day D* as follows:

$$UIW = \sum IW$$

where:

UIW	=	the *user's interval-metered withdrawals* for the *sub-network* for *gas day D*; and
IW	=	the *interval-metered withdrawals* for each of the *user's interval-metered delivery points* in the *sub-network* for *gas day D* provided to *AEMO* under clause 158(1)(c).

223. Net system load

(1) For each *sub-network* for each *gas day D*, *AEMO* must calculate the *net system load* for each *historical gas day i* as follows:

$$NSL = TCI - \sum UIW - EUAFG$$

where:

NSL	=	the *net system load* for the *sub-network* for *historical gas day i* for *gas day D*;

TCI	=	the *total corrected injections* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 221;
UIW	=	the *interval-metered withdrawals* for *historical gas day i* for *gas day D* for each *user* in the *sub-network* calculated under clause 222; and
EUAFG	=	the estimate of *unaccounted for gas* for the *sub-network* for *historical gas day i* for *gas day D* notified under clause 229(1) or clause 238(2), as applicable.

{Note: The *EUAFG* may be a negative number.}

(2) If *AEMO's* calculation of *net system load* for any *historical gas day i* for *gas day D* under clause 223(1) produces a negative number or *AEMO* does not receive an estimate of *unaccounted for gas* for the *sub-network* for *gas day D* under clause 229(1), *AEMO* must:

   (a) instead of calculating *net system load* as set out in clause 223(1), determine the *net system load* for the *gas day* using the *like day substitution methodology*; and

   (b) calculate a **"revised estimate of unaccounted for gas"** to use in its calculations under this clause 223 and Part 5.7 as follows:

   $$RUAFG = TCI - \sum UIW - NSL$$

   where:

RUAFG	=	the *revised estimate of unaccounted for gas* for the *sub-network* for *gas day D*;
TCI	=	the *total corrected injections* for the *sub-network* for *gas day D* calculated under clause 221;
UIW	=	the *interval-metered withdrawals* for the *sub-network* for *gas day D* for each *user* in the *sub-network* calculated under clause 222; and
NSL	=	the *net system load* for the *sub-network* calculated under clause 223(2)(a) for *gas day D*,

   and

   (c) for each *user* notified to *AEMO* as a supplier of *UAFG* for the *sub-network* under clause 229(1) for the most recent *gas day* for which no *revised estimate of unaccounted for gas* was required to be calculated under this clause 223(2) (**"last valid day"**), calculate, and within 4.5 hours after the end of the *gas day* advise the *user* and the *network operator* of, the **"revised user's unaccounted for gas"** as follows:

$$RUUAFG_u = \frac{UUAFG_u}{\sum\limits_{All\ users} UUAFG} \times RUAFG$$

where:

$RUUAFG_u$ = the *revised user's unaccounted for gas* for the *user u* for the *sub-network* for *gas day D*;

$UUAFG_u$ = UUAFG for the *user u*;

UUAFG = for a *user,* the quantity of the *UAFG* estimated to be supplied by the *user* notified under clause 229(1) for *gas day D*; and

RUAFG = the *revised unaccounted for gas* for the *sub-network* for *gas day D* calculated under clause 223(2)(b).

Provided that, if:

$$\sum\limits_{All\ users} UUAFG_u \quad = \quad zero$$

then *AEMO* must calculate the **"revised user's unaccounted for gas"** for each *user* using the values for $UUAFG_U$ and $\sum\limits_{All\ users} UUAFG_U$ from the previous

gas day on which $\sum\limits_{All\ users} UUAFG_u$ was not equal to zero.

(3) If a value for *revised user's unaccounted for gas* is calculated under clause 223(2)(c), that value is thereafter to be used in this Chapter 5 in place of the corresponding *user's unaccounted for gas* value before the revision.

224. Raw estimate of basic-metered delivery points withdrawals

For each *basic-metered delivery point* for each *sub-network*, *AEMO* must calculate a *raw estimated basic-metered withdrawal* for *gas day D* as follows:

$$REBW = \frac{\sum DABW_{Historical} + \sum EBW_{Historical}}{\sum NSL_{Historical}} \times NSL$$

where:

REBW = the *raw estimated basic-metered withdrawal* for the *basic-metered delivery point* for *gas day D*.

$\Sigma DABW_{Historical}$ = the sum of the *distributed actual basic-metered withdrawals* at the *basic-metered delivery point* for

each *gas day* in the period from *gas day D-410* to *gas day D-321*, both inclusive, calculated under clause 232;

$\Sigma EBW_{Historical}$ = for each *gas day* for which a *distributed actual basic-metered withdrawal* is unavailable in the period from *gas day D-410* to *gas day D-321*, both inclusive, the sum of the *estimated basic-metered withdrawal* at the *basic-metered delivery point*, where the *estimated basic-metered withdrawal* is determined using clause 66(e) for new *delivery points* and otherwise using clause 226;

$\Sigma NSL_{Historical}$ = the sum of the *net system load* for the *sub-network* for each *gas day* in the period from *gas day D-410* to *gas day D-321*, both inclusive, calculated under clause 223; and

NSL = the *net system load* for the *sub-network* for *gas day D* calculated under clause 223.

225. Normalisation factor for estimate of basic-metered delivery points withdrawals

For each *sub-network* for each *gas day D*, *AEMO* must calculate a **"normalisation factor"** for the *basic-metered delivery points* in the *sub-network* for each *historical day i* as follows:

$$NF = \frac{NSL}{\sum REBW}$$

where:

NF = the *normalisation factor* for the *basic-metered delivery points* in the *sub-network* for *historical gas day i* for *gas day D*;

NSL = the *net system load* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 223; and

$REBW$ = the *raw estimated basic-metered withdrawal* for each *basic-metered delivery point* in the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 224.

226. Estimated basic-metered withdrawal for each basic-metered delivery point

For each *basic-metered delivery point* for each *sub-network, AEMO* must calculate the **"estimated basic-metered withdrawal"** for *gas day D* as follows:

$$EBW = REBW \times NF$$

where:

EBW	=	the *estimated basic-metered withdrawal* for the *basic metered delivery point* for *gas day D*;
NF	=	the *normalisation factor* for *basic-metered delivery points* in the *sub-network* for *gas day D* calculated under clause 225; and
REBW	=	the *raw estimated basic-metered withdrawal* for the *basic-metered delivery point* for *gas day D* calculated under clause 224.

227. User's estimated basic-metered withdrawals

For each *user* for each *sub-network*, *AEMO* must calculate the **"user's estimated basic-metered withdrawals"** (**"UEBW"**) for *gas day D* as follows:

$$UEBW = \sum EBW$$

where:

UEBW	=	the *user's estimated basic-metered withdrawals* for the *sub-network* for *gas day D*; and
EBW	=	the *estimated basic-metered withdrawal* for each of the *user's basic metered delivery points* for the *sub-network* for *gas day D* calculated under clause 226.

228. User's estimated total withdrawals

(1) For each *user* for each *sub-network AEMO* must determine the *user's estimated total withdrawals* for *gas day D* as follows:

$$UETW = UIW + UEBW + UUAFG + URAA + \sum SRQ$$

where:

UETW	=	the *user's estimated total withdrawals* for the *sub-network* for *gas day D*;
UIW	=	the *user's interval-metered withdrawals* for *gas day D* calculated under clause 222;
UEBW	=	the *user's estimated basic-metered withdrawals* for *gas day D* calculated under clause 227;
UUAFG	=	any *UAFG* supplied by the *user* for *gas day D* notified under clause 229(1);

URAA = the *user's reconciliation adjustment amount* notified under clause 243 for *injection* under clause 245 on *gas day D*; and

SRQ = each of the *user's swing service repayment quantities* for the *sub-network* for *repayment* on *gas day D* calculated under clause 299.

(2) For each *user* for each *sub-network*, within 5 hours after the end of *gas day D*, *AEMO* must *notify* the *user* and the relevant *network operator* of the *user's estimated total withdrawals* for *gas day D* calculated under clause 228(1) and the amount of each component of the *user's estimated total withdrawals*.

(3) For each *user* for each *sub-network* for each *gas day D*, within 5 hours after the end of *gas day D*, *AEMO* must notify the *user* of the *interval-metered withdrawals* for each of the *user's interval-metered delivery points* in the *sub-network* provided to *AEMO* on each *gas day* in the period between *gas day D* and *gas day D-6* under clause 158(1)(c).

229. Estimate of unaccounted for gas

(1) For each *sub-network* for each *gas day*, within 3.5 hours after the end of the *gas day*, the *network operator* must advise *AEMO* of its estimate of *UAFG* (which may later be revised under clause 223(2)) (**"EUAFG"**), the name of each *user* who is a supplier of *UAFG* for the *sub-network* and the quantity of the *UAFG* estimated to be supplied by each supplier.

(2) The amount of *UAFG* supplied on a *gas day* by a *user* which was notified under clause 229(1) is the *user's UAFG* (**"UUAFG"**) for the *gas day*.

(3) The *network operator's* estimate of *UAFG* under clause 229(1) must:

   (a)   take into account historical levels of *UAFG*; and

   (b)   be a number that results in the *net system load* calculated by *AEMO* under clause 223(1) being zero or a positive number.

230. AEMO calculates actual UAFG

(1) For each *sub-network* for each *gas day D*, *AEMO* must calculate the **"actual UAFG"** for *gas day D-1* through *D-425* inclusive (each of which is a **"historical UAFG day"**) as follows:

$$UAFG = \sum PI - \sum UIW - \sum UBW$$

where:

UAFG = the *actual UAFG* for the *sub-network* for *gas day D* for the *historical* UAFG *day*;

PI	=	the *pipeline injections* for the *gate point* provided to *AEMO* under clause 220(1);
UIW	=	the *user's interval-metered withdrawals* for each *user* for the *sub-network* for the *historical UAFG day* calculated under clause 222; and
UBW	=	the "**user's basic-metered withdrawals**" for each *user* for the *sub-network* for the *historical UAFG day* calculated as follows:

$$UBW = \sum DABW + \sum EBW$$

where:

UBW	=	the *user's basic-metered withdrawals* for all of the *user's basic-metered delivery points* for the *sub-network* for the *historical UAFG day*;
DABW	=	the *distributed actual basic-metered withdrawal* for each of the *user's basic-metered delivery points* in the *sub-network* for the *historical UAFG day*; and
EBW	=	for each of the *user's basic-metered delivery points* in the *sub-network* for which a *distributed actual basic-metered withdrawal* is unavailable, the *estimated basic-metered withdrawal* at the *basic-metered delivery point* for the *historical UAFG day*.

(2) Within 24 hours after the end of *gas day D*, *AEMO* must *notify* the *network operator* and each *user* who is a supplier of UAFG for the *sub-network* of the UAFG calculated under clause 230(1).

Part 5.7 – Reconciliation

231. There is no clause 231

232. Calculate distributed actual basic-metered withdrawal

(1) For each *basic-metered delivery point* for each *gas day D* on which *AEMO* receives a *meter reading* from which an *actual value* is calculated (**"latest read"**) for the *basic-metered delivery point*, *AEMO* must determine the **"distributed actual basic-metered withdrawal"** (**"DABW"**) for each *gas day* in the *metering period* (including the *gas day* of the *latest read*) as follows:

(a)   first, calculate the **"NSL factor"** for *gas day i* as follows:

$$NSLF_i = \frac{NSL_i}{\sum NSL}$$

where:

NSLF$_i$	=	the *net system load factor* for the *sub-network* for *gas day i*;
i	=	a *gas day* in the *metering period*;
NSL$_i$	=	the *net system load* for the *sub-network* for *gas day i* calculated under clause 223; and
NSL	=	the *net system load* for the *sub-network* for each *gas day* in the *metering period* calculated under clause 223;

(b)   then calculate the *distributed actual basic-metered withdrawal* for the *basic-metered delivery point* for *gas day i* as follows:

$$DABW_i = NSLF_i \times AQ$$

where:

DABW$_i$	=	the *distributed actual basic-metered withdrawal* for the *basic-metered delivery point* for *gas day i*;
i	=	a *gas day* in the *metering period*;
NSLF$_i$	=	the *net system load factor* for the *sub-network* for *gas day i*; and
AQ	=	energy quantity of gas shown by the *latest read* as being withdrawn at the *basic-metered delivery point* during the *metering period*.

(2)   For each *basic-metered delivery point* for each *gas day D* on which *AEMO* calculates a *net system load* (**"revised net system load"**) under clause 223 for a *historical gas day i* that is different to the *net system load* calculated for the *historical gas day i* on *gas day D-1* under clause 223 (**"original net system load"**), *AEMO* must, in accordance with clause 232(1), recalculate the **"distributed actual basic-metered withdrawal"** (**"DABW"**) for each *gas day* in the *metering period* in which the *historical gas day i* falls, using the *revised net system load* in place of the *original net system load*.

233. Calculate user's summed basic-meter reconciliation amount

For each *user* for each *sub-network* for each *gas day D*, AEMO must calculate the **"summed basic-meter reconciliation amount"** **("SBRA")** for each *historical gas day i* as follows:

$$\text{SBRA} = \sum \text{BRA}$$

where:

SBRA = the *user's summed basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*; and

BRA = the *basic-meter reconciliation amount* for each of the *user's basic-metered delivery points* in the *sub-network* for *historical gas day i* for *gas day D*, calculated for each *basic-metered delivery point* as follows:

    (i) if *AEMO* has not calculated the *distributed actual basic-metered withdrawal* under clause 232 for the *basic-metered delivery point* for *historical gas day i*, then:

        BRA = 0

    (ii) if *AEMO* has calculated the *distributed actual basic-metered withdrawal* under clause 232 for the *basic-metered delivery point* for *historical gas day i*, then:

        BRA = DABW - EBW

        where:

        BRA = the *basic-meter reconciliation amount* for the *basic-metered delivery point* for *historical gas day i*;

        DABW = the *distributed actual basic-metered withdrawal* for the *basic-metered delivery point* for *gas day i* calculated under clause 232;

        EBW = the *estimated basic-metered withdrawal* for the *basic metered delivery point* for *gas day i* calculated under clause 226; and

i = a *historical gas day i* in the range of *gas day D-1* to *gas day D-425*.

234. Calculate user's delta summed basic-meter reconciliation amount

For each *user* for each *sub-network* for each *gas day D*, *AEMO* must calculate the **"delta summed basic-meter reconciliation amount"** ("ΔSBRA") for each *historical gas day i* as follows:

$$\Delta SBRA_i^D = SBRA_i^D - SBRA_i^{D-1}$$

where:

$\Delta SBRA_i^D$ = the *user's delta summed basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*;

$SBRA_i^D$ = the *user's summed basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 233;

$SBRA_i^{D-1}$ = the *user's summed basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D-1* calculated under clause 233; and

i = a *historical gas day i* in the range of *gas day D-1* to *gas day D-425*.

235. Calculate user's total basic-meter reconciliation amount

For each *user* for each *sub-network*, *AEMO* must calculate the **"total basic-meter reconciliation amount"** (**"TBRA"**) for *gas day D* as follows:

$$TBRA = \sum_{i=D-425}^{D-1} \left(\Delta SBRA_i^D \right)$$

where:

$TBRA$ = the *user's total basic-meter reconciliation amount* for the *sub-network* for *gas day D*;

$\Delta SBRA_i^D$ = the *user's delta summed basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* calculated under clause 234 for *gas day D*; and

i = a *historical gas day i* in the range of *gas day D-1* to *gas day D-425*.

236. Calculate user's total interval-meter reconciliation amount

For each *user* for each *sub-network*, *AEMO* must calculate the **"total interval-meter reconciliation amount"** (**"TIRA"**) for *gas day D* as follows:

$$ \text{TIRA} = \sum_{i=D-425}^{D-1} \left(\text{UIW}_i^D - \text{UIW}_i^{D-1} \right) $$

where:

TIRA	=	the *user's total interval-meter reconciliation amount* for the *sub-network* for *gas day D*.
UIW_i^D	=	the *user's interval-metered withdrawals* for the *sub-network* for *historical gas day i* calculated under clause 222 for *gas day D*;
UIW_i^{D-1}	=	the *user's interval-metered withdrawals* for the *sub-network* for *historical gas day i* calculated under clause 222 for *gas day D-1*; and
i	=	a *historical gas day i* in the range of *gas day D-425* to *gas day D-1*.

237. Calculate user's total basic-meter withdrawal reconciliation amount for transfers and pipeline gate point reconciliation

(1) For each *user* for each *sub-network*, *AEMO* must calculate the **"delta basic-meter withdrawal reconciliation amount"** (**"ΔBWRA"**) for each *historical gas day i* for *gas day D* as follows:

$$ \Delta\text{BWRA}_i = \text{UEBW}_i^D - \text{UEBW}_i^{D-1} $$

where:

ΔBWRA$_i$	=	the *user's delta basic-meter withdrawal reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*;
UEBW$_i^D$	=	the *user's estimated basic-metered withdrawal* for the *sub-network* for *historical gas day i* calculated under clause 227 for *gas day D*;
UEBW$_i^{D-1}$	=	the *user's estimated basic-metered withdrawal* for the *sub-network* for *historical gas day i* calculated under clause 227 for *gas day D-1*; and
i	=	a *historical gas day i* in the range of *gas day D-425* to *gas day D-1*.

(2)   For each *user* for each *sub-network*, *AEMO* must calculate the **"total basic-meter withdrawal reconciliation amount"** (**"TBWRA"**) for *gas day D* as follows:

$$TBWRA = \sum_{i=D-425}^{D-1}\left(\Delta BWRA_i^D\right)$$

where:

TBWRA	=	the *user's total basic-meter withdrawal reconciliation amount* for the *sub-network* for *gas day D*;
$\Delta BWRA_i$	=	the *user's delta basic-meter withdrawal reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*; and
i	=	a *historical gas day i* in the range of *gas day D-425* to *gas day D-1*.

238. Calculate total delta pipeline injection

(1)   If a *network operator* receives revised *gate point metering data* from a *pipeline operator* in respect of a *gate point* for a *gas day*, as soon as practicable, the *network operator* must provide the revised *gate point metering data* to *AEMO*.

(2)   At the time of providing revised *gate point metering data* for a *gas day* to *AEMO* under clause 238(1), the *network operator* may also provide to *AEMO* a revised estimate of *UAFG* for the *gas day* to *AEMO*.

(3)   For each *gate point*, *AEMO* must calculate the **"delta pipeline injection"** (**"ΔPI"**) for each *historical gas day i* for each *gas day D* as follows:

$$\Delta PI_i^D = PI_i^D - PI_i^{D-1}$$

where:

ΔPI_i^D	=	the *delta pipeline injection* for the *gate point* for each *historical gas day i* for *gas day D*;
PI_i^D	=	the *pipeline injection* for the *gate point* for a *historical gas day i* for *gas day D* under clause 220(1);
PI_i^{D-1}	=	the *pipeline injection* for the *gate point* for a *historical gas day i* for *gas day D-1* under clause 220(1); and
i	=	a *historical gas day i* in the range of *gas day D-425* to *gas day D-1*;

(4)   For each *gate point*, *AEMO* must calculate the **"total delta pipeline injection"** (**"TΔPI"**) for each *gas day D* as follows:

$$T\Delta\Delta PI^D = \sum_{i=D-425}^{D-1}\left(\Delta PI_i^D\right)$$

where:

$T\Delta\Delta PI^D$ = the *total delta pipeline injection* for the *gate point* for *gas day D*;

ΔPI_i^D = the *delta pipeline injection* for the *gate point* for a *historical gas day i* for *gas day D*; and

i = a *historical gas day i* in the range of *gas day D-425* to *gas day D-1*.

239. Miscellaneous reconciliation amount

For each *sub-network*, *AEMO* may, after consultation with the *network operator*, determine as a *reasonable and prudent person* one or more *miscellaneous reconciliation amounts* (each an **"MRA"**) for *gas day D* for any one or more *users* in the *sub-network* or for the *sub-network*.

{Note: In most cases if a *user* is allocated a *miscellaneous reconciliation amount*, another *user* will be allocated an equal and opposite *miscellaneous reconciliation amount*.}

240. Calculate user's daily unaccounted for gas reconciliation amount

(1) For each *sub-network* for each *gas day D*, *AEMO* must calculate the **"total delta basic-meter reconciliation amount"** for each *historical gas day i* as follows:

$$T\Delta\Delta SBR_i^D = \sum_{All\,users}\Delta SBRA_i^D$$

where:

$T\Delta\Delta SBR_i^D$ = the *total delta basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*; and

$\Delta SBRA_i^D$ = the *delta summed basic-meter reconciliation amount* for each *user* for the *sub-network* for *historical gas day i* calculated under clause 234 for *gas day D*.

(2) For each *sub-network* for each *gas day D*, *AEMO* must calculate the **"delta unaccounted for gas"** (**"ΔUAFG"**) for each *historical gas day i* for *gas day D* as follows:

$$\Delta UAFG_i^D = EUAFG_i^D - EUAFG_i^{D-1}$$

where:

ΔUAFG_i^D = the *delta unaccounted for gas* for the *sub-network* for *historical gas day i* for *gas day D*;

EUAFG_i^D = the *EUAFG* for the *sub-network* for *historical gas day i* for *gas day D* provided to *AEMO* under clause 229(1) or 238(2), as applicable; and

EUAFG_i^{D-1} = the *EUAFG* for the *sub-network* for *historical gas day i* for *gas day D-1* provided to *AEMO* under clause 229(1) or 238(2), as applicable.

(3) For each *user* for each *sub-network* for each *gas day D*, *AEMO* must calculate, and by no later than the end of *gas day D+1 notify* the *user* of, the **"daily unaccounted for gas reconciliation amount"** for each *historical gas day i* as follows:

$$\text{UDURA}_{iu}^D = \frac{\text{UUAFG}_u}{\sum\limits_{\text{All users}}\text{UUAFG}_u} \times \left(\Delta\text{UAFG}_i^D - \text{T}\Delta\Delta\text{SBR}_i^D\right)$$

where:

$UDURA_i{}^D{}_u$ = the *user's daily unaccounted for gas reconciliation amount* for *user u* for *historical gas day i* for *gas day D*;

$UUAFG_u$ = the *user's unaccounted for gas* for *user u* for *gas day D* notified under clause 229;

ΔUAFG_i^D = the *delta unaccounted for gas* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 240(2);

$\text{T}\Delta\Delta\text{SBR}_i^D$ = the *total delta basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*; and

i = a *historical gas day i* in the range of *gas day D-1* to *gas day D-425*.

Provided that, if:

$$\sum_{\text{All users}}\text{UUAFG}_u = \text{zero}$$

then *AEMO* must calculate the **"daily unaccounted for gas reconciliation amount"** using the values for UUAFG$_U$ and $\sum\limits_{\text{All users}}\text{UUAFG}_U$ from the previous *gas day* on which $\sum\limits_{\text{All users}}\text{UUAFG}_U$ was not equal to zero.

241. User's unaccounted for gas reconciliation amount

For each *sub-network*, for each *user* notified to *AEMO* as a supplier of *UAFG* under clause 229 for *gas day D*, *AEMO* must calculate the **"user's unaccounted for gas reconciliation amount"** for *gas day D* (**"UUAFGRA"**) as follows:

$$UUAFGRA = \sum_{i=D-425}^{D-1} UDURA_i^D$$

where:

UUAFGRA = the *user's unaccounted for gas reconciliation amount* for the *sub-network* for *gas day D*; and

UDURA = the *user's daily unaccounted for gas reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 240.

242. Total reconciliation amount for a user

For each *user* for each *sub-network*, *AEMO* must calculate the *user's* **"total reconciliation amount"** for *gas day D* as follows:

$$TRA = TBRA + TIRA + TBWRA + UUAFGRA + \sum MRA$$

where:

TRA = the *user's total reconciliation amount* for the *sub-network* for *gas day D*;

TBRA = the *user's total basic-meter reconciliation amount* for the *sub-network* for *gas day D* calculated under clause 235;

TIRA = the *user's total interval-meter reconciliation amount* for the *sub-network* for *gas day D* calculated under clause 236;

TBWRA = the *user's total basic-meter withdrawal reconciliation amount* for the *sub-network* for *gas day D* calculated under clause 237;

UUAFGRA = the *user's unaccounted for gas reconciliation amount* for the *sub-network* for *gas day D* calculated under clause 241; and

MRA = each of the *user's miscellaneous reconciliation amounts* for the *sub-network* for *gas day D* calculated under clause 239.

243. AEMO calculates adjustment amounts

(1) For each *user* for each *sub-network* AEMO must calculate the **"user's reconciliation adjustment amount"** for *gas day D* as follows:

$$URAA_D = \sum_{i=D-(X-1)}^{D} \frac{TRA_i}{X}$$

where:

$URAA_D$	=	the *user's reconciliation adjustment amount* for the *sub-network* for *gas day D*;
TRA_i	=	the *user's total reconciliation amount* for the *sub-network* for *gas day i* calculated under clause 242;
i	=	the number of a *gas day* from *gas day D–(X–1)* to *gas day D*; and
X	=	a variable.

(2) For each *gate point*, *AEMO* must calculate the **"gate point adjustment amount"** for *gas day D* as follows:

$$GAA^D = \sum_{i=D-(X-1)}^{D} \frac{T\Delta\Delta P_i^D}{X}$$

where:

GAA^D	=	the *gate point adjustment amount* for the *gate point* for *gas day D*;
$T\Delta\Delta P_i^D$	=	the *total delta pipeline injection* for the *gate point* for *gas day i* calculated under clause 238(4);
i	=	the number of a *gas day* from *gas day D–(X–1)* to *gas day D*; and
X	=	a variable.

(3) For each *user* for each *sub-network* AEMO must calculate the "**user's unaccounted for gas reconciliation adjustment amount**" **("URAA")** for *gas day D* as follows:

$$UUAFGRAA_D = \sum_{i=D-(X-1)}^{D} \frac{UUAFGRA_i}{X}$$

Where:

$UUAFGRAA_D$ =		the *user's unaccounted for gas reconciliation adjustment amount* for the *sub-network* for *gas day D*;
$UUAFGRA_i$	=	the *user's unaccounted for gas reconciliation amount* for the *sub-network* for *gas day i* calculated under clause 241;
i	=	the number of a *gas day* from *gas day D – (X-1)* to *gas day D*; and
X	=	a variable.

(4)   The value to be used for the variables in clause 243(1), 243(2), and 243(3) is:

$$X \quad = \quad 28.$$

244. AEMO notifies reconciliation and adjustment amounts

(1)   For each *sub-network*, before the end of *gas day D+1*, *AEMO* must notify each *user* and the *network operator* of:

    (a)   the *user's total reconciliation amount* for the *sub-network* for *gas day D* calculated under clause 242 and the amount of each component contained in the *user's total reconciliation amount*;

    (b)   if the *user's total reconciliation amount* for *gas day D* contains a *miscellaneous reconciliation amount*, for each *miscellaneous reconciliation amount* contained in the *total reconciliation amount*:

        (i)   information regarding the event that gave rise to *AEMO's* determination of the *miscellaneous reconciliation amount*;

        (ii)   the sum, across all *users* in the *sub-network*, of the *miscellaneous reconciliation amounts* that arose from the event referred to in clause 244(1)(b)(i);

        (iii)   the *gas day* or *gas days* in respect of which the *miscellaneous reconciliation amount* arose; and

        (iv)   details regarding the approach used by *AEMO* to determine the *miscellaneous reconciliation amount*,

    (c)   the *user's reconciliation adjustment amount* and the *user's unaccounted for gas reconciliation adjustment amount* for the *sub-network* for *gas day D* calculated under clause 243;

    (d)   for each *historical gas day i*, the *user's delta summed basic-meter reconciliation amount* for the *sub-network* for *gas day D* (**"ΔSBRA$_i$^{D}"**) calculated under clause 234;

(e) for each *historical gas day i*, the *user's delta basic-meter withdrawal reconciliation amount* for the *sub-network* for *gas day D* (**"ΔBWRAᵢ"**) calculated under clause 237(1);

(f) for *gas day D* and for each *historical gas day i*, the *normalisation factor* for *gas day D* calculated under clause 225;

(g) for *gas day D* and for each *historical gas day i*, the *net system load* for *gas day D* calculated under clause 223; and

(h) for *gas day D* the *user's basic-metered withdrawals* calculated under clause 230(1).

(2) For each *sub-network*, before the end of *gas day D+1*, *AEMO* must notify each *user*, the *network operator* and each *pipeline operator* of:

(a) the *total delta pipeline injection* for each *gate point* for *gas day D* calculated under clause 238(4); and

(b) the *gate point adjustment amount* for each *gate point* for *gas day D* calculated under clause 243(2).

(3) For each *gate point*, before the end of *gas day D + 1*, *AEMO* must notify each *user*, the *network operator* and the *pipeline operator* of:

(a) The *pipeline injections* for *gas day D* used in the calculations under clause 220(2); and

(b) The *pipeline corrected injections* for *gas day D* calculated under clause 220(2).

245. Timing of adjustment amounts and injection of reconciliation amounts

(1) A *user* must ensure that the *user's reconciliation adjustment amount* calculated on *gas day D* is included in the amount it procures under clause 178 for *injection* on *gas day D+2*.

> {Example: The URAA which relates to gas flows on the Monday *gas day*, will be calculated before the end of the Tuesday *gas day* (*gas day D*) and must be *injected* on the Thursday *gas day* (*gas day D+2*). This contrasts with the SRQ which under clause 298 must be *repaid* 24 hours earlier. The URAA is offset by 24 hours to allow AEMO time to complete the required calculations.}

(2) *AEMO* must apply a *gate point adjustment amount* calculated on *gas day D* under clause 243(2) to correct the *pipeline injections* for the *gate point* for *gas day D+2* under clause 220.

Part 5.8 – Deemed injections

246. Calculate shipper's deemed injections

(1) For each *shipper* or *swing service provider* (as applicable) for each *gate point* for each *gas day*, within 5 hours, as applicable, after the end of the *gas day*, *AEMO*

must calculate, and advise the *shipper* or *swing service provider* (as applicable) and the *pipeline operator* of the *shipper's deemed injections* by:

(a) first, for each *user* in the *sub-network*, taking the *user's estimated total withdrawals* in the *sub-network* for the *gas day* calculated under clause 228 and allocating it across *shippers* or *swing service providers* (as applicable):

(i) for each part of the *user's estimated total withdrawals* that is one of the *user's swing service repayment quantities* for the *sub-network* for the *gas day*, to the *swing service provider* who must *repay* the *user's swing service repayment quantity* under clause 299; and

(ii) for the remainder of the *user's estimated total withdrawals* – in accordance with the *user's allocation instruction* for the *gas day* under clause 188;

and

(b) then summing all amounts allocated by *user* to the *shipper* or *swing service provider* (as applicable) under clause 246(1)(a).

(2) To avoid doubt, if clause 178 requires a *user* to procure the *injection* into the *sub-network* of a negative amount of gas on a *gas day*, that negative amount may result in a negative *shipper's deemed injection* for the *gas day*.

{Note: Any negative *shipper's deemed injection* may be resolved between the *user* and its *related shipper*, between the *shipper* and the *pipeline operator* or by an arrangement with another *user*.}

247. There is no clause 247

248. Calculate user's deemed withdrawals for a pipeline

(1) For each *user* for each *gate point* for each *gas day*, within 5 hours after the end of the *gas day*, *AEMO* must calculate, and *notify* the *user* and the *network operator* of the *user's deemed withdrawals* (**"UDW"**) by:

(a) first, taking the *user's estimated total withdrawals* for the *sub-network* for the *gas day* calculated under clause 228 and allocating it across the *user's related shippers* or *swing service providers* (as applicable):

(i) for each part of the *user's estimated total withdrawals* that is one of the *user's swing service repayment quantities* for the *sub-network* for the *gas day*, to the *swing service provider* who must *repay* the *user's swing service repayment quantity* under clause 299; and

(ii) for the remainder of the *user's estimated total withdrawals* – in accordance with the *user's allocation instruction* for the *gas day* under clause 188;

and

(b)   then, summing the amounts calculated under clause 248(1)(a) in respect of all of the *user's related shippers* or *swing service providers* (as applicable) for the *gate point*.

(2)   To avoid doubt, if clause 178 requires a *user* to procure the *injection* into the *sub-network* of a negative amount of gas on a *gas day*, that negative amount may result in negative *user's deemed withdrawals* for the *gas day*.

{Note: Any negative *user's deemed withdrawals* may be resolved between the *user* and its *related shipper*, between the *shipper* and the *pipeline operator* or by an arrangement with another *user*.}

Part 5.9– Delivery point apportionment and hourly gate point apportionment

Division 5.9.1 – Delivery point apportionment

249. Actual allocation proportion

(1)   For each *user* for each *sub-network* for each *gas day*, AEMO must calculate the *user's* **"actual allocation proportion"** for each *shipper* named in the *user's allocation instruction*, which is expressed as a percentage and is calculated as follows:

(a)   if the *user's allocation instruction* is expressed solely in terms of percentages – is the same as the percentage allocated to the *shipper* in the *allocation instruction*; and

(b)   otherwise — is calculated as follows:

$$AAP = \frac{SA}{(UETW - \Sigma SRQ)}$$

where:

AAP	=	the *user's actual allocation proportion* for the *shipper* for the *sub-network* for the *gas day*;
SA	=	the **"shipper's amount"** which is calculated by:
		A. applying the *user's allocation instruction* for the *sub-network* for the *gas day*;
		B. to the *user's estimated total withdrawals* for the *sub-network* for the *gas day* calculated under clause 228, minus the *user's swing service repayment quantities* for the *sub-network* for the *gas day* calculated under clause 299;
UETW	=	the *user's estimated total withdrawals* for the *sub-network* for the *gas day* calculated under clause 228; and

SRQ = each of the *user's swing service repayment quantities* for *repayment* on the *gas day* calculated under clause 299.

250. Allocation proportions apply at delivery points

Wherever it is necessary for these *procedures* or a *haulage contract* to apportion a *user's* gas withdrawals at a *delivery point* for a *gas day* between *shippers* or *swing service provider* (as applicable), the withdrawals are to be apportioned using the *user's actual allocation proportion* and the user's *swing service repayment quantity* (as applicable) for the *gas day* for the *sub-network*.

Division 5.9.2 – Hourly gate point apportionment

251. User's hourly interval-metered withdrawals

For each *user* for each *sub-network* for each hour for each *gas day*, AEMO must calculate the *user's* **"hourly interval-metered withdrawals"** (**"HIW"**) as follows:

$$HIW = \sum HW$$

where:

HIW = the *user's hourly interval-metered withdrawals* for the *sub-network* for the hour for the *gas day*; and

HW = the *interval-metered withdrawals* for each of the *user's interval-metered delivery points* in the *sub-network* for the hour for the *gas day* provided to AEMO under clause 151(1).

252. Hourly gate point apportionments

(1) For each *user* for each *sub-network* for each *gas day*, within 5.5 hours after the end of the *gas day*, AEMO must calculate, and advise the *user* of the *user's hourly sub-network apportionment* as follows:

(a) first, for each hour in the *gas day*, calculate the *hourly net system load* for the *sub-network* as follows:

$$HNSL = \sum HG - \sum HIW - \left(\frac{EUAFG}{24} \right) - \left(\frac{\sum SRQ}{24} \right) - \left(\frac{\sum URAA}{24} \right) + \left(\frac{\sum GAA}{24} \right)$$

where:

HNSL = the *hourly net system load* for the *sub-network* for the hour;

HG	=	the energy inflow data for each *gate point* for the *sub-network* for the hour provided to *AEMO* under clause 152;
HIW	=	the *hourly interval-metered withdrawals* for the *sub-network* for each *user* in the *sub-network* for the hour calculated under clause 251;
EUAFG	=	the estimate of *UAFG* provided by the *network operator* for the *sub-network* for the *gas day* under clause 229(1);
SRQ	=	each *swing service repayment quantity* for each *user* for the *sub-network* for *repayment* on the *gas day* calculated under clause 299.
URAA	=	the *user's reconciliation adjustment amount* for each *user* for the *sub-network* for repayment on the *gas day* calculated under clause 243; and
GAA	=	each *gate point adjustment amount* calculated under clause 243(2) to correct the *pipeline injections* for a *gate point* for the *gas day* under clause 220.

(b) then, for each hour in the *gas day* calculate the *user's hourly basic-meter withdrawals* for the *sub-network* as follows:

$$HBW = HNSL \times \left(\frac{UEBW}{NSL} \right)$$

where:

HBW	=	the *hourly basic-meter withdrawals* for the *sub-network*;
HNSL	=	the *hourly net system load* for the *sub-network* for the hour calculated under clause 252(1)(a);
UEBW	=	the *user's estimated basic-metered withdrawals* for the *sub-network* for the *gas day* 227; and
NSL	=	the *net system load* for the *sub-network* for the *gas day* calculated under clause 223.

(c) then, for each hour in the *gas day* calculate the *user's hourly (non-swing) sub-network apportionment* for the *sub-network* as follows:

$$UHSA = HIW + HBW + \left(\frac{UUAFG}{24}\right) + \left(\frac{URAA}{24}\right)$$

where:

UHSA	=	the *user's hourly sub-network apportionment* for the *sub-network* for the hour for the *gas day*;
HIW	=	the *user's hourly interval-metered withdrawals* for the *sub-network* for the hour calculated under clause 251;
HBW	=	the *user's hourly basic-meter withdrawals* for the *sub-network* calculated under clause 252(1)(b);
UUAFG	=	the *user's UAFG* for the *sub-network* for the *gas day* notified to *AEMO* under clause 229(1); and
URAA	=	the *user's reconciliation adjustment amount* for the *sub-network* for repayment on the *gas day* calculated under clause 243.

(2) For each *shipper* or *swing service provider* (as applicable) for each *gate point* for each *gas day*, within 5.5 hours after the end of the *gas day*, *AEMO* must calculate, and advise the *shipper* or *swing service provider* (as applicable) and the *pipeline operator* of, the *shipper's hourly gate point apportionment* as follows:

$$HGA = \sum (AAP \times UHSA) + \frac{\sum SRQ}{24}$$

where:

HGA	=	the *shipper's hourly gate point apportionment* for the *gate point* for the *gas day*;
AAP	=	for each *user* related to the *shipper* in the *sub-network*, the *user's actual allocation proportion* for the *shipper* for the *gate point* for the *gas day* calculated under clause 249;
UHSA	=	for each *user* related to the *shipper* in the *sub-network*, the *user's hourly (non-swing) sub-network apportionment* for the *sub-network* for the hour for the *gas day* calculated under clause 252(1)(c), which will be zero for a *swing service provider*; and

$$SRQ \quad = \quad \text{each } swing \ service \ repayment \ quantity \ \text{for}$$

repayment by the *shipper* or *swing service provider* (as applicable) under clause 299.

(3) If *AEMO* does not receive the *as-retrieved* energy inflow data for a *gate point* in a *sub-network* for one or more hours in a *gas day* under clause 210, *AEMO* is not required to perform the calculations set out in this clause 252 in respect of the *gas day*.

Part 5.10 – Calculating swing service

{Note: The calculations in clauses 259-263, 266, 272 and 274 are performed by *AEMO* for each *gate point* in a *sub-network* in respect of each *user*, whether or not the *user's related shippers* ship gas on the *pipeline* for the *gate point*.}

253. First and second gas delivered

On each *gas day* for each *user* for each *sub-network*, for the purposes of this Chapter 5, the gas *injected* or *repaid* (as applicable) into the *sub-network* by or on behalf of the *user* is allocated as follows:

(a) first, the gas is deemed to be the *user's swing service repayment quantities* for *repayment* on the *gas day* calculated under clause 299 until all of the *user's swing service repayment quantities* have been *repaid*;

(b) thereafter, the gas is deemed to be the *user's reconciliation adjustment amount* for *injection* on the *gas day* calculated under clause 243 until the full *reconciliation adjustment amount* has been *injected*; and

(c) thereafter, the remainder of the gas is available to satisfy the *user's* withdrawals from the *sub-network* on the *gas day*.

254. There is no clause 254.

255. Pipeline operator to inform of special circumstances

{Note: The following is a guide to assist the *pipeline operator* in assessing whether it should provide a notice to *AEMO* under clause 255(1). The *pipeline operator* should consider:

- The materiality of the special circumstances. That is, how material was the difference between what the *pipeline operator* injected vs. what *shippers* nominated for *injection* and/or the *swing service providers* requested for repayment. As a guide, a difference of greater than 15% of the gate station nameplate capacity should generally be considered material. Alternatively the *pipeline operator* should consider whether deliveries of gas into a subnetwork have been either partially or fully curtailed.

The Information Pack document "Non-IT RMP Communications" prescribes the e-mail address where notices under clause 255(1) should be sent.}

(1) If the *pipeline operator* of a *pipeline* is aware of anything which prevented gas deliveries through the *gate point* on the *pipeline* being made in accordance with a *shipper's* request for *injections* or *swing service provider's* request for *repayment* (as applicable) under its *transmission contract* on a *gas day*, in a manner that may have contributed materially to *swing service*, then it must, as soon as practicable,

give *AEMO* a description of the cause and circumstances of that prevention, and the manner in which *injections* or *repayments* (as applicable) were affected.

(2)   *AEMO* must, within 1 hour after receiving information under clause 255(1), provide the same information to each person who has a *GBO identification* that is active.

> {Note: For the avoidance of doubt, when providing the information in clause 255 (2) *AEMO* will use the e-mail address contained in the *GBO identification* table published on *AEMO's* website}

256. Calculate swing service on pipeline

(1)   For each *gas day* for each *gate point*, AEMO must calculate the *swing service* for the *gate point* as follows:

$$SS = \left| \sum UDW(OP) - PCI(OP) \right|$$

where:

SS   =   the *swing service* for the *gate point* for the *gas day;*

UDW(OP) =   each *user's deemed withdrawals* for the other *gate point* for the *sub-network* for the *gas day* calculated under clause 248; and

PCI (OP) =   the *pipeline corrected injections* for the other *gate point* for the *sub-network* for the *gas day* calculated under clause 220(2).

(2)   If the *swing service* calculated under clause 256(1) for a *gate point* for a *gas day*, prior to having the absolute value sign applied to it:

(a)   is a positive number, the *swing service* is *loan swing service*; and

(b)   is a negative number, the *swing service* is *park swing service*,

for the purposes of this Chapter 5.

257. There is no clause 257

258. There is no clause 258

259. Calculate swing base amount

(1)   For each *gas day* for each *user* for each *gate point*, AEMO must calculate the *user's* **"swing base amount"** as follows:

$$SBA = |UPNA|$$

where:

SBA   =   the *user's swing base amount* for the *gate point* for the *gas day*; and

UPNA   =   the *user's pipeline nomination amount* for the *gate point* for the *gas day* calculated under clause 197.

260. Determine swing errors

(1)   For each *user* for each *gate point* for each *gas day*, *AEMO* must determine the *user's* **"swing error"** (**"SE"**) as follows:

$$SE = |UPNA - UDW|$$

where:

SE   =   the *user's swing error* for the *gate point* for the *gas day*;

UPNA   =   the *user's pipeline nomination amount* for the *gate point* for the *gas day* notified under clause 197; and

UDW   =   the *user's deemed withdrawals* for the *gate point* for the *gas day* calculated under clause 248.

261. Calculate each user's user-specific swing error

(1)   For each *user* for each *gate point* for each *gas day*, *AEMO* must calculate the *user's* **"user-specific swing error"** as follows:

$$USSE = \max[0, SE - (A \times SBA)]$$

where:

USSE   =   the *user's user-specific swing error* for the *gate point* for the *gas day*;

SE   =   the *user's swing error* for the *gate point* for the *gas day* calculated under clause 260;

A   =   a variable; and

SBA   =   the *user's swing base amount* for the *gate point* for the *gas day* calculated under clause 259.

(2)   The value to be used for the variable **"A"** in clause 261(1) is 20%.

262. Calculate each user's total (pre-procurement) swing service

For each *gas day* for each *user* for each *gate point*, *AEMO* must calculate the "**user's total (pre-procurement) swing service**" as follows:

$$USS = \frac{|UETW|}{\sum |UETW|} \times SS$$

where:

USS	=	the *user's total (pre-procurement) swing service* for the *gate point* for the *gas day*, which is either *loan swing service* or *park swing service*;
|UETW|	=	the absolute value of the *user's estimated total withdrawals* for the *sub-network* for the *gas day* calculated under clause 228;
Σ|UETW|	=	the sum of the absolute value of each *user's user's estimated total withdrawals* for all *users* in the *sub-network* for the *gas day* calculated under clause 228; and
SS	=	the *swing service* for the *gate point* for the *gas day* calculated under clause 256, which under clause 256(2) is either *loan swing service* or *park swing service*.

263. Calculate each user's user-specific amount of swing service (if any)

For each *user* for each *gate point* for each *gas day*, AEMO must calculate the *user's user-specific amount of swing service* as follows:

$$USA = \frac{\sum\limits_{GP} |USSE|}{\sum\limits_{GP} |SE|} \times USS$$

where:

USA	=	the *user's user-specific amount of swing service* for the *gate point* for the *gas day*;
USSE	=	each of the *user's user-specific swing errors* for each *gate point* for the *sub-network* for the *gas day* calculated under clause 261;
SE	=	each of the *user's swing errors* for each *gate point* for the *sub-network* for the *gas day* calculated under clause 260; and
USS	=	the *user's total (pre-procurement) swing service* for the *gate point* for the *gas day* calculated under clause 262.

264. Calculate the total of all users' user-specific amounts of swing service

For each *gate point* for each *gas day*, AEMO must calculate the total of all *users' user-specific amounts of swing service* as follows:

$$TUSA = \sum USA$$

where:

TUSA = the total of all *users' user-specific amounts of swing service* for the *gate point* for the *gas day*; and

USA = the *user-specific amount of swing service* for each *user* for the *gate point* for the *gas day* calculated under clause 263.

265. Calculate total non-user-specific ~~pre-procurement~~ amount of swing service

For each *gate point* for each *gas day*, AEMO must calculate the total of all *users' non-user-specific amounts of swing service* as follows:

$$TUNUSA = SS - TUSA$$

where:

TUNUSA = the total of all *users' non-user-specific amounts of swing service* for the *gate point* for the *gas day*;

SS = the *swing service* for the *gate point* for the *gas day* calculated under clause 256; and

TUSA = the total of all *users' user-specific amounts of swing service* for the *gate point* for the *gas day* calculated under clause 264.

266. Calculate each user's non-user-specific ~~pre-procurement~~ amount of swing service

(1) For each *user* for each *gate point* for each *gas day*, AEMO must determine the *user's non-user-specific amount of swing service* as follows:

$$NUSA = USS - USA$$

where:

NUSA = the *user's non-user-specific amount of swing service* for the *gate point* for the *gas day*;

USS = the *user's total (pre-procurement) swing service* for the *gate point* for the *gas day* calculated under clause 262; and

USA = the *user's user-specific amount of swing service* for the *gate point* for the *gas day* calculated under clause 263.

Part 5.11– Off-market swing service procurement

267. Off-market swing service procurement instruction

(1) Subject to this Part 5.11, for each *gate point* for each *gas day*, a *user* may provide a **"procurement instruction"** to *AEMO*, for the *user* to procure off-market part or all of its *swing service* for the *gas day* from one or more *swing service providers*.

(2) A *procurement instruction* must specify the *gas day* to which it applies, and may be provided to *AEMO* no earlier than one year before, and no later than 30 minutes before, the start of the *gas day*.

> {Note: A *user* who wishes to lodge a "standing procurement instruction" for, say, a year in advance can achieve this result by lodging 365 separate daily *procurement instructions* in advance.}

(3) To be valid, a *procurement instruction* must contain one or more requests to *AEMO* to allocate *swing service* in accordance with arrangements made by the *user* to procure off-market (each a **"procurement request"**) for the *gas day*, each of which sets out:

  (a) the *gate point* for the *procurement instruction*;

  (b) the name of the *swing service provider* from which the *user* wishes to procure off-market, provided that the *swing service provider* is listed in the *shipper register* as a *swing service provider* for the *user* lodging the *procurement instruction* in respect of the *pipeline* and *sub-network* to which the *procurement instruction* relates;

  (c) the maximum quantity of *swing service* the *user* wishes to procure off-market under the *procurement request*, expressed in whole megajoules;

  (d) whether the *user* wishes to procure a *park swing service* or a *loan swing service*;

  (e) the priority the *user* wishes *AEMO* to afford the *procurement request* as against the other *procurement requests* set out in the *user's procurement instruction*;

  (f) whether, if *AEMO* applies the *procurement request* under clause 270 to make the *procurement request* an **"applied request"**, the *swing service* procured in the *applied request* will be *repaid* on the *user's* behalf by:

    (i) the *swing service provider* from whom the *user* procured the *swing service*; or

    (ii) one or more *swing service providers* other than the *swing service provider* named in the *procurement request* under clause 267(3)(b), in which case the *user* must specify, subject to clause 267(3A), the name of each *swing service provider,* and the proportion of *swing service* the *swing service provider* will *repay*.

(3A)   A *user* may only specify the name of a *swing service provider* under clause 267(3)(f)(ii) if that *swing service provider*:

(a)   is a *swing service provider* on the same *pipeline* as the *swing service provider* from whom the *user* procured the *swing service*; and

(b)   is listed in the *shipper register* as a *swing service provider* for the *user* lodging the *procurement instruction* in respect of the *pipeline* and *sub-network* to which the *procurement instruction relates*; and

(c)   its listing on the *shipper register* for the procuring *user* and the *sub-network* is effective for the *gas day* to which the *procurement request* relates.

(4)   By providing a *procurement instruction* under this Part 5.11, a *user* warrants and represents to *AEMO* that:

(a)   each of the *swing service providers* set out in the *procurement instruction* under clause 267(3)(b) agrees to, and has sufficient contractual entitlements to, provide *swing service* to the *user* in accordance with the *procurement request* listed in the *procurement instruction* on the *gas day* to which the *procurement instruction* applies; and

(b)   each of the *swing service providers* set out in the *procurement instruction* under clause 267(3)(f) agrees to, and has sufficient contractual entitlements to, *repay* the appropriate *swing service repayment quantity* on the *user's* behalf two days after the *gas day* to which the *procurement instruction* applies.

{Note: Under clause 376A(2), a breach of this warranty will expose the user to liability for more than just direct damage.}

(5)   A *user* may withdraw or vary a *procurement instruction* it has lodged under clause 267(1) for a *gate point* which applies to a *gas day* if the request to withdraw or vary is received by *AEMO* at least 30 minutes before the start of the *gas day*.

268. Swing service provider gives AEMO off-market swing service procurement confirmation

(1)   For each *user* for each *gate point* for each *gas day*, where a *user* provides a *procurement instruction* to *AEMO*, the *user* must endeavour to procure each *swing service provider* listed in a *procurement request* to provide, by no later than 30 minutes before the start of the *gas day*, a **"procurement confirmation"** to *AEMO*, which is a statement by the *swing service provider* that it agrees to provide *swing service* to the *user* for the *gas day* in accordance with the corresponding *user's procurement request* and sets out the following information in respect of the *procurement confirmation*:

(a)   the *gate point* to which it applies;

(b)   the name of the *user* to which it applies;

(c)   the maximum quantity of *swing service* the *swing service provider* is willing to provide to the *user*, expressed in megajoules, which must be equal to or more than the quantity set out in the corresponding *user's procurement request*;

(d)   whether the *swing service provider* will provide a *park swing service* or a *loan swing service*.

(2)   A *procurement confirmation* must specify the *gas day* to which it applies.

(3)   By providing a *procurement confirmation* under this Part 5.11, a *swing service provider* warrants and represents to *AEMO* that the *swing service provider* has sufficient contractual entitlements to provide *swing service* to the *user* in accordance with the corresponding *user's procurement request* on the *gas day* to which the *procurement confirmation* applies.

> {Note: Under clause 376A(2), a breach of this warranty will expose the *swing service provider* to liability for more than just direct damage.}

269. AEMO validates users' procurement requests and provides status report

(1)   For each *gate point* for each *gas day*:

(a)   first, by no later than 16 hours before the start of the *gas day* (**"first check"**); and

(b)   then again, after 30 minutes before the start of the *gas day* (**"final check"**),

AEMO must assess each *procurement request* in each *user's procurement instruction* and each *procurement confirmation* to determine whether *AEMO* has received, as appropriate, a corresponding *procurement confirmation* from a *swing service provider* or corresponding *procurement request* from a *user*.

(2)   By no later than 16 hours before the start of the *gas day*, and again during the 30 minute period immediately preceding the start of the *gas day*, *AEMO* must provide a **"status report"**:

(a)   to each *user*, setting out each *procurement request* in the *user's procurement instruction* for the *gas day* for which *AEMO* has received a corresponding *procurement confirmation* from a *swing service provider* at the time of the *first check*; and

(b)   to each *swing service provider*, setting out each of the *swing service provider's procurement confirmations* for the *gas day* for which *AEMO* has received a corresponding *procurement request* from a *user* at the time of the *first check*.

(3)   Each *procurement request* in a *user's procurement instruction* for which *AEMO* identifies a corresponding *procurement confirmation* from a *swing service provider* at the time of the *final check* is a **"validated procurement request"**, and may be applied by *AEMO* if appropriate under clause 270.

270. AEMO to calculate off-market swing service procurement – applied requests

For each *user* for each *gate point* for each *gas day*, *AEMO* must apply (**"applied request"**) the *user's validated procurement requests* in the priority order specified by the *user*, until all of the *user's total (pre-procurement) swing service* is exhausted:

(a)   first, against the *user's non-user-specific amount of swing service* calculated under clause 266;

and, if the *user's validated procurement requests* exhaust the *user's non-user-specific amount of swing service*:

(b)   then, against the *user's user-specific amount of swing service* calculated under clause 263.

271. AEMO to calculate surplus swing service

For each *procurement confirmation*, *AEMO* must determine the amount of *swing service* set out in the *procurement confirmation* which was not applied against a *user's swing service* under clause 270 (**"surplus"**).

272. Adjust non-user-specific amounts for outcomes of off-market swing service procurement

For each *user* for each *gate point* for each *gas day, AEMO* must determine the *user's* **"adjusted non-user-specific amount"** of *swing service* as follows:

$ANUSA = NUSA(PP) – NUSA(POM)$

where:

ANUSA   =   the *user's adjusted non-user-specific amount of swing service* for the *gate point* for the *gas day*;

NUSA(PP)   =   the *user's non-user-specific* ~~(pre-procurement)~~ *amount of swing service* for the *gate point* for the *gas day* calculated under clause 266; and

NUSA(POM)   =   the amount of *non-user-specific swing service* that the *user* has procured off-market for the *gate point* for the *gas day* determined under clause 270.

273. Calculate users' total adjusted non-user-specific amounts

For each *gate point* for each *gas day*, *AEMO* must calculate the total of all *users' adjusted non-user-specific amounts* of *swing service* as follows:

$$\text{TANUSA} = \sum \text{ANUSA}$$

where:

TANUSA = the total of all *users' adjusted non-user-specific amounts* of *swing service* for the *gate point* for the *gas day*; and

ANUSA = each *user's adjusted non-user-specific amount* of *swing service* for the *gate point* for the *gas day* calculated under clause 272.

274. Adjust user-specific amounts for outcomes of off-market swing service procurement

For each *user* for each *gate point* for each *gas day, AEMO* must determine the *user's* **"adjusted user-specific amount"** of *swing service* as follows:

$$AUSA = USA - USA(POM)$$

where:

AUSA = the *user's adjusted user-specific amount* of *swing service* for the *gate point* for the *gas day*;

USA = the *user's user-specific amount* of *swing service* for the *gate point* for the *gas day* calculated under clause 263; and

USA(POM) = the *user-specific amount* of *swing service* that the *user* has procured off-market for the *gate point* for the *gas day* determined under clause 270.

275. Calculate users' total adjusted user-specific amounts

For each *gate point* for each *gas day, AEMO* must calculate the total of all *users' adjusted user-specific amounts* of *swing service* as follows:

$$TAUSA = \sum AUSA$$

where:

TAUSA = the total of all *users' adjusted user-specific amounts* of *swing service* for the *gate point* for the *gas day*; and

AUSA = each *user's adjusted user-specific amount* of *swing service* for the *gate point* for the *gas day* calculated under clause 274.

276. Calculate total swing service to be procured through *bid-stack*

For each *gate point* for each *gas day*, *AEMO* must calculate the total amount of *swing service* to be procured through the applicable *bid stack* as follows:

$$TSS(BS) = TANUSA + TAUSA$$

where:

TSS(BS) =		the total amount of *swing service* to be procured through the applicable *bid stack* for the *gate point* for the *gas day*;
TANUSA =		the total of all *users' adjusted non-user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 273; and
TAUSA =		the total of all *users' adjusted user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 275.

Part 5.12 – Allocating swing service in bid stack

277. Subscription for information

(1) A person may apply to *AEMO* to become a **"subscriber"** for a *sub-network* for a year upon:

    (a) the payment of an annual fee nominated by *AEMO* from time to time; and

    (b) agreeing to be bound by any confidentiality obligations specified by *AEMO* from time to time.

(2) For each *gas day*, by no later than 7 hours after the end of the *gas day*, *AEMO* must *notify* each *subscriber* of the following data for the *sub-network*:

    (a) each *bid stack* for the *gas day*, as described in clause 286;

    (b) for each *gate point*, the *marginal clearing price* for the total amount of *swing service* to be procured through the *bid stack* for the *gas day* determined under clause 287;

    (c) for each *gate point*, the *marginal clearing price* for the total of all *adjusted non-user-specific amounts* of *swing service* to be procured through the *bid stack* for the *gas day* determined under clause 288; and

    (d) for each *gate point*, the *swing service* calculated under clause 256.

278. Users appoint AEMO as agent for entering into SSPUDs etc.

(1) Each *user* severally appoints *AEMO* as its *agent* for the following:

(a)   to enter into a *SSPOLRUD* with a *SSPOLR*; and

(b)   to issue an *admission notice* in respect of the *user*.

(2)   Each *user* severally appoints *AEMO* as its *agent* for the following:

(a)   to enter into a *SSPUD* with a *swing service provider*; and

(b)   to issue an *admission notice* in respect of the *user*.

(3)   The agency set out in clauses 278(1) and 278(2) is irrevocable for so long as the *user* remains a *user*.

(4)   Nothing in this clause 278 limits the authority which *users* may otherwise give to *AEMO* by unanimous prior written consent.

279. Swing service providers

For each *gate point*, *AEMO* may enter into one or more *swing service provision umbrella deeds* (**"SSPUD"**) in the form set out in Appendix 7 with one or more *swing service providers* (**"SSP"**).

280. Swing service provider of last resort

(1)   For each *gate point*, for each of *park swing service* and *loan swing service*, *AEMO* must enter into a *swing service provider of last resort umbrella deed* (**"SSPOLRUD"**) in the form set out in Appendix 8 with a *swing service provider of last resort* (**"SSPOLR"**).

(2)   *AEMO* may enter into a *SSPOLRUD* with more than one *SSPOLR* (for example, for different *SSPOLRs* to provide *swing service* on different days of the week), but for each *gate point* for each *gas day* for each of *park swing service* and *loan swing service*, there must be one and only one *SSPOLR*.

(3)   A *SSPOLR* may not be appointed unless chosen as a result of a competitive tender process which is designed and conducted by *AEMO*:

(a)   to the standard of a *reasonable and prudent person*; and

(b)   with a view to minimising (as far as possible in the view of a *reasonable and prudent person*) the *SSPOLR price*.

281. Swing service bids

(1)   A *swing service provider* who is party to a *SSPUD* may lodge a *bid book* with *AEMO* for a *gate point* for a *gas day*.

(2)   A *bid book* must specify the *gas day* to which it applies, and may be lodged with *AEMO* no earlier than one year before, and no later than 30 minutes before, the start of the *gas day*.

{Note: A *swing service provider* who wishes to lodge a "standing *bid book*" for, say, a year in advance can achieve this result by lodging 365 separate daily *bid books* in advance.}

(3) A *bid book* must contain one or more *bids* for the provision of *swing service* for the *gas day* to which the *bid book* applies.

(4) The maximum amount of *swing service* specified in a *bid*:

    (a) may be expressed either:

        (i) as a fixed amount; or

        (ii) as part or all (in accordance with this clause 281(4)) of the *surplus* of a *procurement confirmation*, if any, determined by *AEMO* under clause 271 after the end of the *gas day*; and

    (b) must be expressed in such a way that AEMO can determine, after the end of the *gas day*, the maximum amount of *swing service* being offered.

(5) A *swing service provider* may withdraw or vary a *bid book* it has lodged under clause 281(1) for a *gate point* which applies to a *gas day* if the request to withdraw or vary is received by *AEMO* at least 30 minutes before the start of the *gas day*.

(6) A *swing service provider* that lodges a *bid book* with *AEMO* which applies to a *gas day* under this clause 281 consents to *AEMO* making available the *bids* in the *bid book* after the *gas day* as part of the *bid stack*, as set out in clauses 277 and 286.

282. Requirements for valid bid

A *bid* in a *bid book* lodged under clause 281(1) for a *gate point* is valid if:

    (a) the person lodging the *bid book* is a party to a *SSPUD* as a *swing service provider*;

    (b) the *bid book* was lodged at least 30 minutes before the start of the *gas day* to which it applies;

    (c) the *bid* specifies a price for the provision of the *swing service* in cents, up to three decimal places, per megajoule;

    (d) the *bid* specifies whether the *bid* relates to a *park swing service* or a *loan swing service*; and

    (e) subject to clause 281(4), the *bid* specifies the maximum amount of *swing service* the *swing service provider* will provide under the *bid*.

283. If bid is not valid

Upon receipt of a *bid book* under clause 281(1) which contains a *bid* which is not valid, *AEMO* must *immediately*:

    (a) reject the *bid book*; and

(b)   *notify* the person that lodged the *bid book* that the *bid book* has been rejected and provide the reason why the relevant *bid* or *bids* are not valid.

284. If bid is valid AEMO accepts it into bid stack

Upon receipt of a *bid book* for a *gate point* for a *gas day* under clause 281(1) in which every *bid* is valid, then *AEMO* must forthwith:

(a)   remove from both *bid stacks* for the *gate point* for the *gas day* each *bid* currently in the *bid stack* from the *swing service provider*; and

(b)   accept each *bid* from the *bid book* into the appropriate *bid stack* for the *gate point* for the *gas day* under clause 285.

285. AEMO bid stacks

(1)   For each *gate point* for each *gas day*, *AEMO* must create and administer two **"bid stacks"**, one for each of *park swing service* and *loan swing service*, for all *bids* accepted under clause 284 as follows (subject to clause 285(2)):

(a)   *AEMO* must arrange the *bids* in each *bid stack* in order from lowest price (at the bottom) to highest price (at the top);

(b)   *AEMO* must add new *bids* to the *bid stack* in price order in accordance with clause 285(1)(a), regardless of when they are received;

(c)   if two *bids* in the same *bid stack* specify the same price, *AEMO* must place the *bid* which specifies the larger volume in the *bid stack* beneath the *bid* which specifies the smaller volume; and

(d)   if two or more *bids* in the same *bid stack* specify the same price and the same volume, *AEMO* must place the *bids* at the same position in the *bid stack*.

(2)   For each *gate point* for each *gas day* for which there is a *SSPOLR* for *park swing service* or *loan swing service*, as the case may be, the *SSPOLR* is deemed to have lodged a standing *bid* (**"standing SSPOLR bid"**) into the *bid stack*:

(a)   for the supply of *park swing service* or *loan swing service*, as the case may be; and

(b)   in an amount which (subject to the terms of the *SSPOLRUD*) is unlimited; and

(c)   at the *SSPOLR price* specified in the *SSPOLRUD*.

(3)   Whenever a *SSPOLR* has a *standing SSPOLR bid* for a *gate point* for a *gas day*, the *standing SSPOLR bid* must be the top (i.e. last to be called upon) *bid* in the *bid stack* regardless of the *SSPOLR price*.

286. AEMO to publish bid stack

For each *gate point*, *AEMO* must make available the *bid stack* to *users* and *swing service providers* within 5 hours after the end of the *gas day*, setting out for each *bid* the volume and price of the *bid* but not the identity of the *swing service provider* who lodged the *bid*.

287. Determine marginal clearing price for total amount of swing service to be procured through applicable bid-stack

(1)   For each *gate point* for each *gas* day, within 5 hours after the end of the *gas day*, *AEMO* must determine in accordance with clause 287(2), and publish to *users* and *swing service providers*, the *marginal clearing price* for the total amount of *swing service* to be procured through the applicable *bid stack* (**"MCP(TSS(BS))"**), which is expressed in cents, up to three decimal places, per megajoule.

(2)   The *MCP(TSS(BS))* is the price on the *bid stack* which intersects with the total amount of *swing service* to be procured through the *bid stack* for the *gate point* for the *gas day* (**"TSS(BS)"**) calculated under clause 276, however *AEMO* may only use the *standing SSPOLR bid* to determine the *MCP(TSS(BS))* where all the other *bid*s in the *bid stack* are exhausted because insufficient *swing service* was *bid* into the *bid stack* to meet the *TSS(BS)*, and then, it may only be used to the extent that such a shortfall exists.

(3)   If, in determining the *MCP(TSS(BS))* under this clause 287 *AEMO* is required to use the *standing SSPOLR bid*, then:

   (a)   if the price specified for the *bid* immediately prior to the *standing SSPOLR bid* is higher than the *SSPOLR price* – the price specified for that *bid* applies to the *standing SSPOLR bid* instead of the *SSPOLR price*; and

   (b)   if the price specified for the *bid* immediately prior to the *standing SSPOLR bid* is lower than the *SSPOLR price* – the *SSPOLR price* applies to the *standing SSPOLR bid*.

(4)   For the purposes of clause 295:

   (a)   subject to clause 287(4)(b), each *bid* in the *bid stack* that is used in setting the *MCP(TSS(BS))* is an **"AUSA bid"**; and

   (b)   if the quantity of *TSS(BS)* is less than the aggregate amount of *swing service* in all the *bids* in the *bid stack* up to and including the *bid* or *bids* at which the *MCP(TSS(BS))* is struck under clause 287(2), then:

      (i)   if there is only one such *bid*, the *bid* is to be divided into two parts, with:

         A.   the first part being for the marginal quantity of *TSS(BS)* and being at the *MCP(TSS(BS))* (an **"AUSA bid"**); and

B.   the second part being for the remaining quantity and being disregarded,

and

(ii)   if there is more than one such *bid* because of the operation of clause 285(1)(d), each such *bid* is to be divided into two parts, with:

A.   each first part being for an equal proportion of the entire marginal quantity of *TSS(BS)* and being at the *MCP(TSS(BS))* (each an **"AUSA bid"**); and

B.   each second part being for an equal proportion of the entire remaining quantity and being disregarded.

288. Determine marginal clearing price for adjusted non-user-specific amounts of swing service

(1)   For each *gate point* for each *gas* day, within 5 hours after the end of the *gas day*, *AEMO* must determine in accordance with clause 288(2), and publish to *users* and *swing service providers*, the *marginal clearing price* for the total of all *adjusted non-user-specific amounts* of *swing service* (**"MCP(ANUSA)"**), which is expressed in cents, up to three decimal places, per megajoule.

(2)   The *MCP(ANUSA)* is the price on either the *loan swing service bid stack* or *park swing service bid stack*, as applicable, which intersects with the total of all *users' adjusted non-user-specific amounts* for the *gate point* for the *gas day* (**"TANUSA"**) calculated under clause 273, however *AEMO* may only use the *standing SSPOLR bid* to determine the *MCP(ANUSA)* where all the other *bids* in the *bid stack* are exhausted because insufficient *swing service* was *bid* into the *bid stack* to meet the *TANUSA*, and then, it may only be used to the extent that such a shortfall exists.

(3)   If, in determining the *MCP(ANUSA)* under this clause 288 *AEMO* is required to use the *standing SSPOLR bid*, then:

(a)   if the price specified for the *bid* immediately prior to the *standing SSPOLR bid* is higher than the *SSPOLR price* – the price specified for that *bid* applies to the *standing SSPOLR bid* instead of the *SSPOLR price*; and

(b)   if the price specified for the *bid* immediately prior to the *standing SSPOLR bid* is lower than the *SSPOLR price* – the *SSPOLR price* applies to the *standing SSPOLR bid*.

(4)   For the purposes of clause 295:

(a)   subject to clause 288(4)(b), each *bid* in the *bid stack* that is used in setting the *MCP(ANUSA)* is an **"ANUSA bid"**; and

(b)   if the quantity of *TANUSA* is less than the aggregate amount of *swing service* in all the *bids* in the *bid stack* up to and including the *bid* or *bids* at which the *MCP(ANUSA)* is struck under clause 288(2), then:

(i)   if there is only one such *bid*, the *bid* is to be divided into two parts, with:

A.   the first part being for the marginal quantity of *TANUSA* and being at the *MCP(ANUSA)* (an **"ANUSA bid"**); and

B.   the second part being for the remaining quantity and being at the *MCP(TSS(BS))* (an **"AUSA bid"**),

and

(ii)   if there is more than one such *bid* because of the operation of clause 285(1)(d), each such *bid* is to be divided into two parts, with:

A.   each first part being for an equal proportion of the entire marginal quantity of *TANUSA* and being at the *MCP(ANUSA)* (each an **"ANUSA bid"**); and

B.   each second part being for an equal proportion of the entire remaining quantity and being at the *MCP(TSS(BS))* (each an **"AUSA bid"**).

288A. TSS(BS) bids

A *bid* that is an *AUSA bid* or an *ANUSA bid* under clause 287 or clause 288 is also a **"TSS(BS) bid"** for the purposes of these *procedures*.

289. Calculate total swing service cost (all users)

For each *gate point* for each *gas day*, *AEMO* must determine the "**total swing service cost**" across all *users* as follows:

$$TSSC = MCP(TSS(BS)) \times TSS(BS)$$

where:

TSSC	=	he *total swing service cost* across all *users* for the *gate point* for the *gas day*;
MCP(TSS(BS))	=	the *marginal clearing price* for the total amount of *swing service* to be procured through the applicable *bid stack* for the *gas day* determined under clause 287; and
TSS(BS)	=	the total amount of *swing service* to be procured through the applicable *bid stack* for the *gate point* for the *gas day* calculated under clause 276.

290. Calculate total non-user-specific swing service cost (all users)

For each *gate point* for each *gas day*, *AEMO* must determine the "**total non-user-specific swing service cost**" across all *users* as follows:

TNUSAC = MCP(ANUSA) x TANUSA

where:

TNUSAC	=	the *total non-user-specific swing service cost* across all *users* for the *gate point* for the *gas day*;
MCP(ANUSA)	=	the *marginal clearing price* for the total amount of all *adjusted non-user-specific amounts* of *swing service* to be procured through the applicable *bid stack* for the *gas day* determined under clause 288; and
TANUSA	=	the total of all *users' adjusted non-user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 273.

291. Calculate total user-specific swing service cost (all users)

For each *gate point* for each *gas day*, *AEMO* must determine the "**total user-specific swing service cost**" across all *users* as follows:

TUSAC = TSSC - TNUSAC

where:

TUSAC	=	the *total user-specific swing service cost* across all *users* for the *gate point* for the *gas day*;
TSSC	=	the *total swing service cost* across all *users* for the *gate point* for the *gas day* calculated under clause 289; and
TNUSAC	=	the *total non-user-specific swing service cost* across all *users* for the *gate point* for the *gas day* calculated under clause 290.

292. For each user, calculate its user-specific swing service cost

For each *user* for each *gate point* for each *gas day*, *AEMO* must determine the *user's user-specific swing service cost* as follows:

$$USAC = TUSAC \times \frac{AUSA}{TAUSA}$$

where:

| USAC | = | the *user's user-specific swing service cost* for the *gate point* for the *gas day;* |

| TUSAC | = | the *total user-specific swing service cost* across all *users* for the *gate point* for the *gas day* calculated under clause 291; |

| AUSA | = | the *user's adjusted user-specific amount of swing service* for the *gate point* for the *gas day* calculated under clause 274; and |

| TAUSA | = | the total of all *users' adjusted user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 275. |

293. For each user, calculate its non-user-specific swing service cost

For each *user* for each *gate point* for each *gas day*, AEMO must determine the *user's non-user-specific swing service cost* as follows:

$$NUSAC = TNUSAC \times \frac{ANUSA}{TANUSA}$$

where:

| NUSAC | = | the *user's non-user-specific swing service cost* for the *gate point* for the *gas day*; |

| TNUSAC | = | the *total non-user-specific swing service cost* across all *users* for the *gate point* for the *gas day* calculated under clause 290; |

| ANUSA | = | the *user's adjusted non-user-specific amount of swing service* for the *gate point* for the *gas day* calculated under clause 272; and |

| TANUSA | = | the total of all *users' adjusted non-user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 273. |

294. For each user, calculate its total swing service cost

For each *user* for each *gate point* for each *gas day*, AEMO must determine the *user's total swing service cost* as follows:

UC – USAC + NUSAC

where:

| UC | = | the *user's total swing service cost* for the *gate point* for the *gas day*; |

USAC = the *user's user-specific swing service cost* for the *gate point* for the *gas day* calculated under clause 292; and

NUSAC = the *user's non-user-specific swing service cost* for the *gate point* for the *gas day* calculated under clause 293.

295. Allocation of swing service to swing service providers

(1) For each *user* for each *swing service provider* for each *gate point* for each *gas day*, *AEMO* must calculate the **"swing service fee"** (**"FSS"**) as follows:

$$\text{FSS} = \frac{\sum_{\text{SSP}} A(\text{TSS(BS)b \quad ids})}{\text{TSS(BS)}} \times \text{UC}$$

where:

FSS = the s*wing service fee* to be paid by the *user* to the *swing service provider* for the *gate point* for the *gas day*;

A(TSS(BS) bids) = the amount of s*wing service* in each of the *swing service provider's TSS(BS) bids* under clause 288A;

TSS(BS) = the total amount of *swing service* that is procured through the *bid stack* for the *gate point* for the *gas day* under clause 276; and

UC = the *user's total swing service cost* for the *gate point* for the *gas day* calculated under clause 294.

(2) For each *user* for each *swing service provider* for each *gate point* for each *gas day*, *AEMO* must calculate the **"swing service amount"** (**"SSA"**) as follows:

$$\text{SSA} = \left(\frac{\sum_{\text{SSP}} A(\text{ANUSA \quad bids})}{\text{TANUSA}} \times \text{ANUSA} \right) + \left(\frac{\sum_{\text{SSP}} A(\text{AUSA \quad bids})}{\text{TAUSA}} \times \text{AUSA} \right)$$

where:

SSA = the *swing service amount* that the *swing service provider* provided to the *user* for the *gate point* for the *gas day*, in megajoules;

A(ANUSA bids) = the amount of s*wing service* in each of the *swing service provider's ANUSA bids* under clause 288;

TANUSA = the total of all *users' adjusted non-user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 273;

ANUSA	=	the *user's adjusted non-user-specific amount of swing service* for the *gate point* for the *gas day* calculated under clause 272;
A(AUSA bids)	=	the amount of s*wing service* in each of the *swing service provider's AUSA bids* under clauses 287 and 288;
TAUSA	=	the total of all *users' adjusted user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 275; and
AUSA	=	the *user's adjusted user-specific amount of swing service* for the *gate point* for the *gas day* calculated under clause 274.

296. Swing service contract note

(1) For each allocation made under clause 295, *AEMO* must, within 5 hours after the end of the *gas day*, give a *contract note* to the *user* and the *swing service provider*, specifying:

(a) the name of the *swing service provider*;

(b) the name of the *user*;

(c) the *gate point* to which the allocation relates;

(d) the *FSS* to be paid to the *swing service provider* by the user determined under clause 295(1);

(e) whether the allocated *swing service* is *park swing service* or *loan swing service*;

(f) the *SSA* provided to the *user* by the *swing service provider* determined under clause 295(2), in megajoules;

(g) the *gas day* in respect of which the allocation under clause 295 was made.

296A. User must pay swing service provider

(1) The *user* named in a *contract note* must in accordance with the applicable *SSPUD* or *SSPOLRUD* pay to the *swing service provider* named in the *contract note* the *FSS* specified under clause 296(d) in the *contract note*.

297. There is no clause 297

298. Timing of repayment of swing service repayment amounts

(1) A *user* must ensure that it procures for *repayment* on *gas day D+2* each of the *user's swing service repayment quantities* calculated on *gas day D+1*;

299. Calculation of swing service repayment quantities

(1) *AEMO* must, by 5 hours after the end of *gas day D* determine under clause 299(2), and *notify* the *user* and the *swing service provider* and the *swing service provider of last resort* of, the *swing service repayment quantity* (**"SRQ"**) for each *swing service provider* and *swing service provider of last resort* that must *repay swing service* on *gas day D+2* on the *user's* behalf.

(2) For each *user* for each *gate point* for each *gas day*, the *user's SRQ* for a *swing service provider* is determined as follows:

    (a) where a *swing service provider* must *repay swing service* on behalf of a *user* as a result of an *applied request* under clause 270 –

        (i) the *SRQ* is the amount of *swing service* applied in the *applied request*, or the proportion of the amount applied as specified in the *procurement request* under clause 267(3)(f); and

        (ii) the *SRQ* must be *repaid* by the *swing service provider* specified in the *procurement request* under clause 267(3)(f)(i) or 267(3)(f)(ii), as applicable;

    and

    (b) where a *swing service provider* must *repay swing service* on behalf of a *user* as a result of an allocation from a *bid stack* under clause 295 –

        (i) the *SRQ* is calculated as follows:

$$SRQ = SSA$$

where:

SRQ $=$ the *swing service repayment quantity* for the *user* for the *swing service provider*; and

SSA $=$ the *SSA* set out in a *contract note* issued to the *user* and the *swing service provider* under clause 296 for the *gate point* for the *sub-network* for the *gas day.*

    and

        (ii) the *SRQ* must be *repaid* by the *swing service provider* specified in the *contract note* issued under clause 296.

300. Notification of swing service data

(1) For each *gas day* for each *gate point*, AEMO must within 5 hours after the end of the *gas day notify* the *pipeline operator*, *users* and their *related shippers* and the

network operator of the *swing service* for the *gate point* calculated under clause 256.

(2) For each *user* for each *gas day* for each *gate point*, *AEMO* must within 5 hours after the end of the *gas day notify* the *user* of:

    (a) the *user's total (pre-procurement) swing service* (*USS*) for the *gate point* for the *gas day* calculated under clause 262;

    (b) the *user's user-specific amount of swing service* (*USA*) for the *gate point* for the *gas day* calculated under clause 263;

    (c) the *user's non-user-specific amount of swing service* (*NUSA*) for the *gate point* for the *gas day* calculated under clause 266;

    (d) the *user's adjusted non-user-specific amount of swing service* (ANUSA) for the *gate point* for the *gas day* calculated under clause 272;

    (e) the *user's adjusted user-specific amount of swing service* (AUSA) for the *gate point* for the *gas day* calculated under clause 274; and

    (f) the sum across all *users* of the absolute value of each *user's user's estimated total withdrawal* for the *sub-network* for the *gas day*;

    (g) the sum of all *users' user's deemed withdrawals* for each *gate point* for the *gas day*;

    (h) the total of all *users' user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 264;

    (i) the total of all *users' adjusted non-user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 273; and

    (j) the total of all *users' adjusted user-specific amounts* of *swing service* for the *gate point* for the *gas day* calculated under clause 275.

(3) For each *gate point* for each *gas day*, within 5 hours after the end of the *gas day*, *AEMO* must *notify* each *user* and each *swing service provider* who is a party to an *applied request* under clause 270 for the *gas day* of the details of the *applied request* including the quantity allocated in the *applied request*.

(4) For each *user* for each *gate point* for each *gas day*, within 5 hours after the end of the *gas day D*, *AEMO* must *notify* the *user* of the *user's swing service repayment quantity* for each *swing service provider* that must *repay swing service* on *gas day D+2* on the *user's* behalf under clause 298.

Part 5.12A – Swing service causation compensation

300A. Swing service causation compensation

(1) This clause 300A applies to a person, including a *participant*, *pipeline operator* or a *prescribed person* (**"compensating person"**), in respect of a *historical gas day i* in a *sub-network* if *AEMO* determines that the *compensating person* must make a **"swing service causation compensation payment"** calculated under this clause 300A to each of the *users* (excluding the *compensating person* if the *compensating person* is a *user*) (**"recipient users"**) in the *sub-network* on *historical gas day i*.

(2) *AEMO* may not make a determination under clause 300A(1) in respect of a person unless in *AEMO's* opinion, formed as a *reasonable and prudent person*, the *person* acted in a manner which contributed materially to the causation of *swing service* for the *gate points* for the *sub-network* on *historical gas day i*.

(3) Without limiting *AEMO's* discretion, in forming its opinion for the purposes of clause 300A(2), if the person is a *user* for the *sub-network*, *AEMO* may take into account:

  (a) whether the *compensating person*, on the *historical gas day i*, procured the *injection* and *repayment* into the *sub-network* of an amount of gas equal to the *compensating person's* good faith estimate of its likely *user's estimated total withdrawals* for the *historical gas day i*, as required by clause 178;

  (b) whether there was a material difference between the *compensating person's user's pipeline nomination amount* and *user's deemed withdrawals* for a *gate point* for the *historical gas day i*;

  (c) whether the *compensating person*, on the *historical gas day i*, complied with clauses 181 or 182;

  (d) whether on the *historical gas day i*, *AEMO* calculated a *corrected recalculated ratio* under clause 176(4)(c) after the *compensating person* provided a revised *user's pipeline nomination amount* to *AEMO*, and the *pipeline operator* notified *AEMO* that it could not accommodate the *corrected recalculated ratio*, contributing the *swing service* on the *historical gas day i*; and

  (e) any notification to *AEMO*:

    (i) from a *user*, *shipper*, *swing service provider* or *network operator* for the *sub-network* that the *compensating person* may have acted in a manner which contributed materially to the causation of *swing service* on the *historical gas day i*; and

    (ii) by a *pipeline operator* under clause 255 regarding the behaviour of the *compensating person* on the *historical gas day i*.

(4)   Without limiting *AEMO's* discretion, in forming its opinion for the purposes of clause 300A(2), if the person is not a *user* for the *sub-network*, *AEMO* may take into account any notification to *AEMO* from a *user*, *shipper*, *swing service provider* or *network operator* for the *sub-network* that the *compensating person* may have acted in a manner which contributed materially to the causation of *swing service* on the *historical gas day i*.

(5)   Before making a determination under clause 300A(1), AEMO must request from the compensating person, and may request from any other person, information about the circumstances that AEMO is considering in deciding whether to make a determination under clause 300A(1).

(6)   AEMO may specify a time for responding to a request under clause 300A(5), which must be at least 5 full business days from the time of the request.

(7)   A person who receives a request from *AEMO* under clause 300A(5) must, as soon as practicable and in any event within any time specified under clause 300A(6), provide *AEMO* with information in reasonable detail about the relevant circumstances.

(8)   AEMO must not make a determination until the time period in clause 300A(6) has elapsed, but after that may make a determination whether or not a person provides information in accordance with clause 300A(7).

(9)   If *AEMO* makes a determination under clause 300A(1) in respect of a *compensating person*, the amount of the *swing service causation compensation payment* for each *recipient user* in the *sub-network* is to be calculated by:

   (a)   determining how much of the *swing service* calculated under clause 256 for *historical gas day i* for each *gate point* was caused by the *compensating person* (**"compensable swing quantity"**);

   (b)   determining the total amount of compensation by applying the *marginal clearing price* for the total amount of *swing service* procured through each applicable *bid stack* (**"MCP(TSS(BS))"**) which was calculated for *historical gas day i* under clause 287 to the *compensable swing quantity*;

   (c)   apportioning the total amount of compensation between the *recipient users* on a proportional basis, according to the ratio between:

      (i)   each *recipient user's total (pre-procurement) swing service amount* under clause 262 for each *gate point* for the *historical gas day i*; and

      (ii)   the sum, across all *recipient users*, of the amount calculated for each *recipient user* under clause 300A(8)(c)(i).

(10)   If *AEMO* makes a determination in respect of a person under clause 300A(1), *AEMO* must *notify*:

(a) the compensating person of the fact of the determination and of the amount of the swing service causation compensation payment for each recipient user; and

(b) each *recipient user* of its amount of *swing service causation compensation payment* and the identity of the *compensating person*.

(11) In the absence of manifest error, a *notice* under clause 300A(9) is conclusive proof of its contents where:

(a) the total amount of compensation determined under clause 300A(8)(b) for the *historical gas day i* is equal to or less than $25,000; or

(b) the sum across two or more consecutive *historical gas days i* of the total amount of compensation determined under clause 300A(8)(b) for each consecutive *historical gas day i* is equal to or less than $25,000.

(12) To the extent permitted by *law*, the *swing service compensation payment* specified in a *notice* under clause 300A(9)(b) is recoverable as a debt owed by the *compensating person* to the *recipient user* in accordance with Appendix 10.

(13) Within 10 *business days* of receiving an invoice in respect of the amount notified under clause 300A(10)(a), the *compensating person* must pay to each *recipient user* the *recipient user's swing service causation compensation payment*.

Part 5.12B – There is no Part 5.12B

300B. There is no clause 300B

300C. There is no clause 300C

300D. There is no clause 300D

300E There is no clause 300E

300F There is no clause 300F

300G There is no clause 300G

Part 5.13 – Data failure

301. Data failure

(1) If *AEMO* does not receive the relevant data for an *interval metered delivery point* as required under clause 158 to calculate the *net system load* for a *sub-network* under clause 223, *AEMO* must estimate the *user's* withdrawals at the *interval metered delivery point* using the *like day substitution methodology*.

(2) If *AEMO* does not receive *gate point metering data* from a *network operator* for a *gate point* for a *gas day* by the time specified in clause 152(1)(b), then *AEMO* must

estimate the *gate point metering data* using the *nomination estimation methodology.*

(3) Whenever *AEMO* is required under this clause 301 to estimate a value, then *AEMO* may use the estimated value (in place of the value which was not received) wherever necessary under these *procedures.*

301A. Manifest data errors and recalculation of gas day results

> {Note: If *AEMO* or any other market participant becomes aware of a manifest error the party may advise the *network operator* of the error.}

(1) If on *gas day D* the *network operator* becomes aware of a manifest error in the data it has provided to *AEMO* on *gas day D* under either clause 152 or 158 in respect of *gas day D – 1* it may notify *AEMO* that it reasonably believes there is a manifest error in the data it has provided. Such notification must include at least the following:

  (a) the clause under which the data containing the manifest error was provided to *AEMO*; and

  (b) if the manifest data error relates to data provided to *AEMO* under clause 152, the *gate point* for which the *gate point metering data* is erroneous; or

  (c) if the manifest data error relates to data provided to *AEMO* under clause 158, the *MIRN* for which the *interval meter data* is erroneous; and

  (d) the relevant *gas day.*

(2) By submitting a notification to *AEMO* under clause 301A(1) the *network operator* warrants that the notification is not fraudulent, frivolous or vexatious.

(3) On receipt of a *notice* under clause 301A(2), *AEMO* must:

  (a) forthwith *notify all participants*, *shippers*, *swing service providers* and *pipeline operators* that the allocation, reconciliation and swing results produced by *AEMO* under Parts 5.4 to 5.12 (inclusive) of the *procedures* for the relevant *sub-network* and *gas day* is suspected of containing manifest errors; and

  (b) forthwith stop the operation of the *AEMO Information System* components that produce the allocation, reconciliation and swing results; and

  AEMO will not be required to comply with the timing requirements for the provision of *notices* and publication of information under Parts 5.6, 5.7, 5.8, 5.9 and 5.12 in respect of the *affected gas day* and each following *gas day* up to but not including the *gas day* on which *AEMO* has complied with its obligation under clause 301A(5), 301A(6) or 301A(7) (whichever is applicable).

(4) Following receipt of a *notice* from *AEMO* under clause 301A(3):

  (a) if the manifest data error relates to *gate point metering data* provided under clause 152, the *pipeline operator* for the *gate point* to which the *notice* relates

must use its reasonable endeavours to determine if the *gate point metering data* was erroneous and:

(i) if the *gate point metering data* was not erroneous notify *AEMO* as soon as reasonably practicable that the *gate point metering data* was correct; or

(ii) obtain amended *physical gate point metering data* and provide the amended *physical gate point metering data* to the *network operator* within 51.5 hours of the start of the *affected gas day*. For the avoidance of doubt, any *amended physical gate point metering data* may be revised estimated values;

or

(b) if the manifest data error relates to *interval meter data* provided under clause 158, the *network operator* for the interval *meter* to which the *notice* relates must use its reasonable endeavours to determine if the *interval metering data* was erroneous and:

(iii) if the *interval metering data* was not erroneous, notify *AEMO* as soon as reasonably practicable that the *interval metering data* was correct; or

(iv) obtain amended *interval metering data* and provide the amended *interval metering data* to *AEMO* within 51.5 hours of the start of the *affected gas day*. For the avoidance of doubt, any amended *interval metering data* may be revised estimated values.

(5) If the *pipeline operator* notifies *AEMO* under clause 301A(4)(a)(i) or the *network operator* notifies *AEMO* under clause 301A(4)(b)(i) that the data for *gas day D – 1* was not erroneous, then *AEMO* must notify all *participants*, *shippers*, *swing service providers* and *pipeline operators* that the relevant party has confirmed that the relevant data was correct and, therefore, that the initial results produced by *AEMO* in respect of *gas day D – 1* and each subsequent *gas day* for which results have been published by *AEMO* remain valid.

(6) If the *network operator* does not provide amended *interval meter data* or amended *gate point metering data* within 51.5 hours of the start of the *affected gas day*, *AEMO* must notify all *participants*, *shippers*, *swing service providers* and *pipeline operators* that it did not receive any updated *interval metering data* and, therefore, that the initial results published by *AEMO* in respect of *gas day D – 1* and each subsequent *gas day* for which results have been published by *AEMO* remain valid.

(7) If the *network operator* provides *AEMO* with amended *gate point metering data* or *interval metering data* for *gas day D – 1* within 51.5 hours of the start of the *affected gas day AEMO* must:

(a) As soon as practicable recalculate the allocation, reconciliation and swing results for *gas day D – 1* and any other *gas day* subsequent to *gas day D –*

1 and prior to the *gas day* on which the relevant amended data for *gas day D – 1* was provided by the *network operator*; and

(a) publish the recalculated results to the relevant *participants*, *shippers*, *swing service providers* and *pipeline operators* according to Parts 5.4 to 5.12 (inclusive) of the *procedures*.

Nothing in this clause 301A relieves a *participant*, *shipper*, *swing service provider* or *pipeline operator* from its obligations under Chapter 5.

301B. There is no clause 301B

301C. There is no clause 301C

Part 5.14 – Miscellaneous provisions

302. Multi shipper allocation agreement

(1) This clause applies to a *gate point* if a *transmission contract* or *Access Arrangement* requires an agreement between all *shippers* who receive gas, and all *swing service providers* who receive gas park or loan services, from the *pipeline operator* at the *gate point* (sometimes known as a **"multi-shipper allocation agreement"**), regarding how actual deliveries of gas at the *gate point* are apportioned between *shippers* and *swing service providers*.

(2) The allocations which will apply as the *multi-shipper allocation agreement* for the *gate point* for each *gas day* are as follows:

(a) each *shipper* is deemed to have taken delivery of its *shipper's hourly gate point apportionment* for each hour in the *gas day* for the *pipeline* which interconnects to the *gate point*, calculated under clause 252(2);

(b) each *shipper* is deemed to have taken delivery of its *shippers deemed injection* for the *gas day* for the *pipeline* which interconnects to the *gate point*, calculated under clause 246;

(c) each *swing service provider* is deemed to have received an amount of park or loan service from the *pipeline operator* at the *gate point*, as specified in:

(i) an *applied request* under clause 270; or

(ii) a *contract note* under clause 296.

(3) For each *pipeline* for each *sub-network* for each *gas day*, within 5 hours after the end of the *gas day*, *AEMO* must:

(a) provide to the *pipeline operator* a **"multi-shipper allocation report"** setting out the information referred to in clause 302(2) for each *shipper* and *swing service provider* on the *pipeline*; and

(b)   provide to each *shipper* and *swing service provider* on the *pipeline*, a *shipper's* **"multi-shipper allocation report"** setting out the information referred to in clause 302(2) for the *shipper* or *swing service provider*.

(4)   To avoid doubt, if clause 178 requires a *user* to procure the *injection* or *repayment* into the *sub-network* of a negative amount of gas on a *gas day*, that negative amount is to be included in the calculations for the *multi-shipper allocation agreement* and may result in a *shipper* having a negative *deemed injection* for the *gas day*.

303. There is no clause 303

304. Recovery from AEMO Failure

(1)   If for any period of time on any day that is not a *business day*, *AEMO* cannot perform its obligations under this Chapter 5 because of failure of the *AEMO information system* (each a **"system down time"**), then:

(a)   As soon as practicable after the *system down time* occurs *AEMO* must rectify the system failure.

(b)   On the day the system failure is rectified *AEMO* must, as soon as practicable, provide the information it is required to provide under this Chapter 5 for each *gas day* during the *system down time* up to and including the *gas day* on which the information is provided. The information must be provided in chronological order.

(2)   If the system failure only affects the input of information into *AEMO*, then *AEMO* will perform for each *gas day* during the *system down time* the calculations described in this Chapter 5 using estimates for each piece of data that it does not receive under these *procedures*. Any discrepancy between the estimates used by *AEMO* and the actual data will be treated as a reconciliation under Part 5.7.

305. There is no clause 305

306. Maintenance and accessibility of AEMO data

AEMO must *maintain* all data collected, received, generated or sent to any person by *AEMO* under this Chapter 5 and any data that is the result of *AEMO's* latest final calculations for a *gas day*:

(a)   in a format that identifies:

(i)   the time and date the data was collected, received, generated or sent by *AEMO*; and

(ii)   the person from whom *AEMO* collected or received the data, or to whom *AEMO* sent the data, or if *AEMO* generated the data, *AEMO* is identified as having generated the data, and

(b)   for at least 2 years, in a format that is accessible within 2 *business days* to enable the repeated performance of calculations *AEMO* is responsible for performing under this Chapter 5 for any of and up to the previous 425 *gas days*; and

(i)   at least another 5 years after that, in a format which is accessible within 5 *business days*.

307. There is no clause 307

308. There is no clause 308

Chapter 6 – Compliance and Interpretation

Part 6.1 – The independent compliance panel

309. AEMO to create compliance panel

(1) AEMO must establish a *compliance panel* under these *procedures*.

(2) Within 3 months after a *compliance panel* member retires, is removed or otherwise vacates the office, *AEMO* must appoint a replacement member.

310. Composition of compliance panel

The *compliance panel* must comprise at least 3 members meeting, in *AEMO's* opinion, the following criteria:

(a) a chairperson with a legal background; and

(b) one member with financial experience; and

(c) one member with technical and gas industry experience, preferably in WA.

311. Compliance panel member's conflict of interest

(1) In this clause 311 the term **"conflict of interest"** includes, but is not limited to:

(a) the holding of any office; or

(b) the entering into, or giving effect to, any contract, arrangement, understanding or relationship,

by a *compliance panel* member whereby, directly or indirectly, duties or interests are or might be created for the *compliance panel* member which conflict, or might reasonably be expected to conflict, with any one or more of the following:

(c) the *compliance panel* member's duties in making a determination under this Chapter 6;

(d) the interests of *AEMO*; or

(e) the interests of one or more *participants, pipeline operator or prescribed person*.

(2) *AEMO* must not appoint a person as a *compliance panel* member, if *AEMO* becomes aware of an actual *conflict of interest* in the *compliance panel member* that might reasonably be expected to materially adversely affect the *compliance panel* member's independence and impartiality or the performance of his or her duties.

(3) *AEMO* must ensure that each *compliance panel* member:

(a) at all times — provides full disclosure of all actual or potential *conflicts of interest* to *AEMO*; and

(b) at all times — has in operation effective *procedures* to detect any actual or potential *conflict of interest* which arises during the member's tenure; and

(c) as soon as practicable notifies *AEMO* of any actual or potential *conflict of interest* which arises during the member's tenure, and of any non-compliance with this clause 311.

(4) Within 20 *business days* after notification of a *conflict of interest* under clause 311(3)(a) or clause 311(3)(c), *AEMO* must consider the nature and extent of the *conflict of interest* and may, having regard to whether the *conflict of interest* might reasonably be expected to materially adversely affect the *compliance panel* member's independence and impartiality or the performance of his or her duties:

(a) permit the member to continue as a member of the *compliance panel*; or

(b) terminate the member's tenure by *notice* to the member, with effect from the date on which the *conflict of interest* arose; or

(c) disqualify the member from participating in a *compliance panel proceeding* in respect of which the *conflict of interest* arises.

312. Tenure of compliance panel members

(1) *AEMO* may appoint each *compliance panel* member for a period of up to 3 years.

(2) *AEMO* may re-appoint a *compliance panel* member whose tenure has expired or been terminated.

313. Vacation of compliance panel membership

A person immediately ceases to be a member of the *compliance panel* if the person:

(a) becomes of unsound mind or a person liable, or a person whose assets are liable, to any control or administration under any *law* relating to physical or mental health; or

(b) resigns by *notice* to *AEMO*; or

(c) dies.

314. Removal of a compliance panel member

(1) *AEMO* may remove a *compliance panel* member in the following circumstances:

(a) under clause 311(4)(b);

(b)   if the member becomes bankrupt, is convicted of fraud or on indictment of an offence other than fraud or is otherwise ineligible to be appointed as a director of a corporation under the Corporations Act 2001; or

(c)   if *AEMO* considers that the member has failed to adequately discharge the duties of a *compliance panel* member; or

(d)   if *AEMO* considers that the *compliance panel* member is otherwise unfit to hold the position of *compliance panel* member.

(2)   *AEMO* may seek a recommendation from the *compliance panel* chairperson for the purposes of clauses 314(1)(c) and 314(1)(d)

(3)   *AEMO* must forthwith *notify* a person in writing of his or her removal under clause 314(1).

315. Chair vacancies

If the position of *compliance panel* chairperson is vacant, all *compliance panel proceedings* are suspended until:

(a)   *AEMO* appoints a *compliance panel* chairperson under clause 309; or

(b)   such time as *AEMO* determines.

> {Note: *Compliance panel proceedings* are suspended if there is no chairperson with a legal background because of the nature of *compliance panel proceedings*.}

316. Interim members of compliance panel

If at any time the *compliance panel* does not comprise sufficient members necessary to meet the quorum requirements set out in clause 317, *AEMO* may appoint an interim *compliance member* including an interim chairperson, qualified in accordance with clause 310, to hold office until such time as necessary to ensure that the *compliance panel* is properly constituted under Part 6.1 of the *procedures.*

317. Quorum

A quorum of 3 members, including the *compliance panel* chairperson, is required at any time that the *compliance panel* is convened to perform its functions under these *procedures*.

318. Administrative assistance

AEMO must provide all reasonable administrative assistance to the *compliance panel*, as requested by the *compliance panel* chairperson*.*

319. Minutes

(1)   The *compliance panel* chairperson must ensure that each *compliance panel proceeding* is minuted.

(2)   Within 5 *business days* after a *compliance panel proceeding*, the *compliance panel* chairperson must circulate the draft minutes of the *proceeding* to the other members of the *compliance panel* for consideration and approval.

(3)   *AEMO* must ensure that the minutes of a *compliance panel proceeding* are made available to, and accessible by each *compliance panel* member for 7 years after the date of the *proceeding*.

320. Remuneration of compliance panel members

(1)   *AEMO* must determine from time to time the hourly or daily rate or rates of remuneration payable by *AEMO* to a *compliance panel* member.

(2)   *AEMO* must pay each *compliance panel* member:

(a)   the amount of the remuneration determined under clause 320(1); and

(b)   his or her associated travelling and other expenses reasonably incurred in connection with attendance at *compliance panel proceedings* and otherwise in the execution of his or her duties as a *compliance panel* member, provided that *AEMO* has given the *compliance panel* member prior written approval to incur the expense.

321. Limitation of liability for compliance panel members

(1)   To the extent permitted by *law*, a *compliance panel* member is not liable for any loss or damage suffered or incurred by any person as a consequence of any act or omission of the *compliance panel* unless the *compliance panel*, or its members, as the case may be:

(a)   do not act in good faith under this Chapter 6; or

(b)   act fraudulently.

(2)   Notwithstanding clause 321(1), if a *compliance panel* member is liable to pay any amount for loss or damage suffered or incurred by a person as a consequence of any act or omission of the *compliance panel*, *AEMO* must indemnify the *compliance panel* member:

(a)   for the full amount of loss or damage; and

(b)   for any *costs* incurred by the *compliance panel* member in defending related proceedings,

unless the liability arose out of the member's:

(c)   conduct involving a lack of good faith; or

(d)   fraud.

Part 6.2 – Functions and powers of compliance panel

322. Independence of compliance panel

(1) Except as provided in clause 322(2), the *compliance panel* is independent of direction or control by *AEMO* or any *participant, pipeline operator* or *prescribed person* in the performance of its functions.

(2) *AEMO* may give written directions to the *compliance panel* chairperson to the extent allowed by clause 322(3), and the *compliance panel* chairperson must give effect to any such direction.

(3) Directions under clause 322(2) —

(a) may relate only to general policies to be followed by the *compliance panel* in matters of administration, including financial administration; and

(b) cannot constrain the *compliance panel* with respect to the performance of any function referred to in clause 323.

(4) If a direction is given under clause 322(2), then *AEMO* must give a copy of the direction to each *participant, pipeline operator* or *prescribed person*, and to any other *interested person* who requests a copy.

323. Functions of the compliance panel

The functions of the *compliance panel* are to hear and make determinations on matters referred to it by *AEMO* or a *participant* regarding:

(a) alleged breaches of the *procedures*; or

(b) the interpretation of the *procedures*; or

(c) any other matter that can be referred to the *compliance panel* under these *procedures*.

323A. Meeting

(1) The *compliance panel* must meet if *AEMO* or a *scheme participant* inform the Chair of the *compliance panel* in writing that they wish to bring a matter before the *compliance panel* for discussion.

(2) The meetings of the compliance panel are to:

(a) be informed by AEMO of any *high-impact procedure changes*;

(b) review, amend or confirm any compliance guidelines adopted under clause 338; and

(c) review, amend or confirm any delegations of authority granted under clause 343(3).

324. Powers of compliance panel

(1)   The *compliance panel* has the power to:

(a)   request a *participant, pipeline operator, prescribed person* or *AEMO* to provide information relevant to a matter being considered by the *compliance panel*, and the *participant ,pipeline operator, prescribed person* or *AEMO* (as the case may be) must comply with the request to the extent permitted by *law*; and

(b)   make determinations upon matters referred under clause 329(1)(a), clause 329(1)(b), 329(1)(d) or clause 331; and

(c)   make orders in accordance with clause 343; and

(d)   in order to assist it in fulfilling its functions under these *procedures*:

(i)   appoint a person performing the functions of *AEMO*, any officer or employee of that person or such other person as the *compliance panel* thinks fit, to act as agent of the *compliance panel* in carrying out investigations or other functions; or

(ii)   employ, or otherwise seek advice or assistance from an external investigator, auditor, accountant, lawyer or other expert, or such other person as the *compliance panel* thinks fit,

provided that, in appointing a person under this clause 324, the *compliance panel* must ensure that the *person* does not have a *conflict of interest* under clause 311 in performing the relevant role.

(2)   *AEMO* must pay any *costs* that the *compliance panel* incurs under clause 324(1)(d), provided that *AEMO* has given the *compliance panel* prior written approval to incur the *cost*.

Part 6.3 – Matters referred to AEMO

{Note: The purpose of this Part 6.3 which imposes a requirement that matters be referred to *AEMO* before being referred to the *compliance panel* or the *Economic Regulation Authority*, is:

(a)   to provide a speedy mechanism to resolve minor matters without activating the *compliance panel* or requiring an investigation by the *Economic Regulation Authority*; and

(b)   to impose a filter which discourages the referral of vexatious or frivolous *claims* to the *compliance panel* or the *Economic Regulation Authority*.}

325. Matters referred to AEMO

(1)   If a *participant, pipeline operator, prescribed person*, or *AEMO*:

(a)   reasonably believes that another *participant, pipeline operator, prescribed person,* or *AEMO* has breached the *procedures*; or

(b)   requires an interpretation of the proper meaning of a procedure,

then the *participant, pipeline operator, prescribed person*, or *AEMO* may at any time give *AEMO a notice* specifying:

(c)   the *GBO identification* of the person referring the matter to *AEMO*; and

(d)   the identity of any person of which it is aware, that is involved with or affected by the referred matter; and

(e)   if the matter relates to an alleged breach of the *procedures* by a *participant pipeline operator* or *prescribed person*:

    (i)   the *GBO identification* of the *participant pipeline operator* or *prescribed person* that is alleged to have breached the *procedures*; and

    (ii)   the identity of any other person that is involved with or affected by the alleged breach of the *procedures*; and

    (iii)   the details of the alleged breach of the *procedures*; or

(f)   if the matter relates to an alleged breach of the *procedures* by *AEMO*:

    (i)   the details of the alleged breach of the *procedures* by *AEMO*; and

    (ii)   the identity of any other person that is involved with or affected by the alleged breach of the *procedures*; or

(g)   if the matter relates to an interpretation of the *procedures*:

    (i)   the procedure that requires interpretation and the reason why; and

    (ii)   the circumstances in which the interpretation is required.

(2)   Every notice of an alleged breach of the *procedures* must be given within 30 *business days* of the date that the *participant, pipeline operator* or *prescribed person* alleging the procedure breach became aware, or ought to have become aware, that the breach occurred.

(3)   A notice requesting an interpretation of a procedure may be given at any time.

325A. Suspending the process

(1)   If a person gives a notice under *clause* 325(3) (**"interpretation notice"**) which involves interpretation of a *procedure* that is, or becomes, the subject of a notice of alleged breach under *clause* 325(2) (**"breach notice"**), then time does not run in respect of any deadline under this Chapter that relates to the breach notice for a period (**"suspension period"**) determined in accordance with *clause* 325A(2).

(2)   The suspension period starts on the giving of the interpretation notice and ends at the time at which the *compliance panel*'s decision takes effect under *clause* 341(5)(b).

{Note: For example, if a breach notice has not been given, the 30 day period under clause 325(2) is suspended while the interpretation notice is being dealt with – i.e. for the duration of the suspension period.}

(3)   Clause 325A(1) does not apply in respect of a deadline that had already expired when the interpretation notice was given.

326. Withdrawal of referral

(1)   A *participant, pipeline operator,* or *prescribed person* that refers a matter to *AEMO* may at any time prior to *AEMO* making a decision under clause 329 withdraw the referral by *notice* to *AEMO*.

(2)   *AEMO* may require the *participant, pipeline operator,* or *prescribed person* to reimburse *AEMO* for the reasonable *costs* incurred by *AEMO* in connection with a referral to *AEMO*, up to the time it is withdrawn.

327. AEMO to give notice to participants

If *AEMO*:

(a)   receives a notice under clause 325(1); or

(b)   requires an interpretation of the proper meaning of a procedure

AEMO must before making a decision under clause 329(1) give a *notice* to each *participant, pipeline operator,* or *prescribed person* or *AEMO* affected specifying:

(c)   if the matter relates to an alleged breach of the *procedures* by a *participant, pipeline operator, prescribed person* or *AEMO*:

(i)   the *GBO identification* of the *participant, pipeline operator, prescribed person* or *AEMO* that is alleged to have breached the *procedures*; and

(ii)   the identity of each person that is involved with or affected by the alleged breach of the *procedures*; and

(iii)   the details of the alleged breach of the *procedures*; or

(d)   if the matter relates to an interpretation of the *procedures*:

(i)   the procedure that requires interpretation and the reason why; and

(ii)   the circumstances in which, the interpretation is required.

328. There is no clause 328

328A. AEMO may investigate alleged breaches

(1)   Before making a determination under clause 329 in relation to an alleged breach referred to *AEMO* under clause 325, *AEMO* may request from any *participant,*

pipeline operator or *prescribed person* information about the circumstances of the alleged breach.

(2)   *AEMO* may specify a time for responding to a request under clause 328A(1), which must be at least 5 full *business days* from the time of the request.

(3)   A *participant, pipeline operator* or *prescribed person* who receives a request from *AEMO* under clause 328A(1) must, as soon as practicable and in any event within any time specified under clause 328A(2), provide *AEMO* with information in reasonable detail about the relevant circumstances.

(4)   *AEMO* must not make a determination until the time period in clause 328A(2) has elapsed, but after that may make a determination whether or not a *participant, pipeline operator,* or *prescribed person* provides information in accordance with clause 328A(1).

(5)   *AEMO* may at any time extend the specified time for responding to a request under clause 328A(2)

329. Determinations which may be made

(1)   After considering an alleged breach of the *procedures* or procedure interpretation *AEMO*:

(a)   must, if the matter relates to an alleged breach of the *procedures* by a *participant* or *AEMO,* and *AEMO* has not been delegated authority to make a determination on materiality under clause 343(3), refer the matter to the *compliance panel* and provide the *compliance panel* with *AEMO's* view on whether the breach was material.

(b)   may if the matter relates to an alleged breach of the *procedures* by a *participant* or *AEMO*, and *AEMO* has been delegated authority to make a determination on materiality under clause 343:

(i)   if *AEMO* determines that the matter was not material, either resolve not to take any further action in relation to the matter, or refer the matter to the *compliance panel*; or

(ii)   if *AEMO* determines that the matter was material, refer the matter to the *compliance panel.*

(c)   may, if the matter relates to an alleged breach of the *procedures* by a *pipeline operator* or *prescribed person*, then

(i)   if *AEMO* determines that the matter was not material, resolve not to take any further action in relation to the matter, or refer the matter to the *approving body*; or

(ii)   if *AEMO* determines that the matter was material, refer the matter to the *approving body*.

{Note: In determining whether an alleged breach of the *procedures* by a *participant*, *pipeline operator*, *prescribed person*, or *AEMO* is material *AEMO* will have regard to the following:

(i)   Whether the alleged breach had a material impact on the operation of the Market.

(ii)   Whether the alleged breach has resulted in any costs being borne by *AEMO* (and therefore the Market as a whole).

(iii) Whether or not the alleged breach of the *procedures* appears to have arisen as a result of problems with the design/operation of the *procedures*, and that the *participant, pipeline operator,* or *prescribed person* was still acting in a manner consistent with the guiding principles of *AEMO*.

(iv)   Whether the alleged procedure breach was an isolated event, or indicates a systemic problem with compliance.

(v)   Whether the alleged procedure breach appears to have been made intentionally or maliciously.

(vi)   Whether remedial action was taken by the *participant, pipeline operator,* or *prescribed person* following discovery of the breach.

(vii) Whether the alleged procedure breach has a potential anti-competitive effect.

(viii) Any other matters considered relevant by *AEMO*.}

(d)   must, if the matter relates to an alleged interpretation of the *procedures*, refer the matter to the *compliance panel* with *AEMO's* preliminary view on the interpretation.

(2)   *AEMO* must make its determination under this clause 329 expeditiously in a fair and reasonable manner.

(3)   *AEMO* must:

(a)   for the first 12 months after the date that a change to the *procedures* comes into force, have regard to the fact that the *procedures* affected by the change are a new governing regime for *participants, pipeline operator,* or *prescribed person*;

(b)   for the first 6 months after a *person* becomes a *participant*, *pipeline operator* or *prescribed person,* have regard to the fact that the *procedures* are a new governing regime for the new *participant, pipeline operator,* or *prescribed person*; and

(c)   if there is an *in-progress procedure change* that affects the procedure that is alleged to have been breached, consider whether the conduct that is the subject of the alleged procedure breach would not have been a breach if the *in-progress procedure change* had been in effect at the time the breach was alleged to have occurred, and have regard to this in making its decision under clause 329(1).

330. Notification of determinations

(1)   Within 5 *business days* after a determination under clause 329(1)(a)(i) or clause 329(1)(b)(i), *AEMO* must give *notice* of the determination and reasons for the determination to the *participant, pipeline operator,* or *prescribed person* that referred the matter under clause 325.

(2) Within 5 *business days* after a determination under clause 329(1)(b)(ii) or clause 329(1)(b)(iii), *AEMO* must, subject to clause 330(3), give *notice* of the determination and reasons for the determination to all *participants, pipeline operators,* and *prescribed persons.*

(3) *AEMO* must not include any *confidential information* in the *notice* of the determination and reasons for the determination under clause 330(2) and may censor documents it publishes to *participants, pipeline operators,* and *prescribed persons.*

331. Appeal to the compliance panel

(1) Within 40 *business days* after notification of a determination by *AEMO* under clause 139(3)(b) or clause 329(1)(b)(i), a *participant, pipeline operator, or prescribed person* may appeal *AEMO's* determination to the *compliance panel* by giving *notice* to *AEMO*.

> {Note: The *compliance panel* may make an order that the *participant* must pay the *compliance panel's costs* under clause 343(1)(d) or other parties' *costs* under clause 343(1)(e) as part of any determination made by the *compliance panel*.}

> {While *pipeline operators* and *prescribed persons* are not subject to decisions by AEMO, they may still appeal an AEMO decision to the *compliance panel* on matter of non-compliance by a participant.}

(2) Within 5 *business days* after notification under clause 331(1), *AEMO* must refer the matter to the *compliance panel*.

Part 6.4 – Referral of matters to compliance panel

332. Referral of matters to compliance panel

A matter may only be referred to the *compliance panel* by:

(a) *AEMO* under clause 329(1)(a)(ii), or clause 329(1)(b)(iii), clause 329(1)(b)(ii), or clause 329(1)(d); or

(b) by way of appeal by a *participant, pipeline operator, or prescribed person* under clause 139(5) or clause 331(1).

333. Requirements for referral

A *referral* must be in writing and must specify at least the following information:

(a) the identity of the person lodging the *referral* with the *compliance panel*; and

(b) such information as *AEMO* has regarding the matter, including any preliminary view formed by AEMO; and

(c) if the *referral* is an appeal under clause 139(5) or clause 331 – the grounds of appeal; and

(d) if the referral is under clause 332(b), the decision sought; and

(e)   If the referral is under clause 332(b), the orders sought.

334. Compliance panel may reject appeal

If in the *compliance panel's* reasonable opinion:

(a)   a referral lodged under clause 139(5) or clause 331 does not satisfy the requirements set out in clause 333 (as applicable); or

(b)   the grounds of appeal are not sufficient having regard to the nature of the decision the appeal is in relation to and the reasons given for that decision,

then the *compliance panel* may decline to accept the *referral* within 20 *business days* of receipt of the *referral*.

> {Note: If *participant* wishes to re-lodge the appeal, it may do so by lodging a further *referral* within the time frame indicated in clause 331(1).}

335. Withdrawal of referral to compliance panel

(1)   *AEMO* or a *participant, pipeline operator* or *prescribed person* that has lodged a *referral* may withdraw the *referral* at any time by *notice* to the *compliance panel*.

(2)   Upon receipt of withdrawal of the *referral*, the *compliance panel* must cease all actions, inquiries and *proceedings* in relation to the withdrawn *referral*.

(3)   The *compliance panel* may require *AEMO* or the *participant, pipeline operator* or *prescribed person* to reimburse the *compliance panel* for the reasonable *costs* incurred by the *compliance panel* and *AEMO* in connection with a *referral* to the *compliance panel*, up to the time it is withdrawn.

(4)   Where a *participant* withdraws a *referral*, the *compliance panel* may, if requested to by any other *participant , pipeline operator* or *prescribed person* that has been a party to the *compliance panel* proceedings, require the *participant , pipeline operator* or *prescribed person* to reimburse any other *participant , pipeline operator* or *prescribed person* that has been a party to the *compliance panel* proceedings for the reasonable *costs* incurred by the other *participant , pipeline operator* or *prescribed person* in connection with the *referral* to the *compliance panel*, up to the time it is withdrawn.

336. Proceedings

Within 20 *business days* after receiving *notice* of a *referral* under clause 329(1)(a), 329(1)(b)(i), 329(b)(ii), 329(1)(d) or 331(1); the *compliance panel* must meet and commence the *proceeding* by giving *notice* to all *participants , pipeline operator* or *prescribed person* and *AEMO* specifying:

(a)   the subject matter of the *referral*; and

(b)   the timetable for the *proceeding*, including the date for lodgement of submissions and the date of the *hearing* (if applicable), in accordance with the *procedures* determined under clause 338.

337. Parties

(1)   A person is a *party* to a *proceeding* if the person:

(a)   made the *referral*; or

(b)   notifies the *compliance panel* that it wishes to make a submission during the *proceeding*; or

(c)   the person accepts an invitation from the *compliance panel* to make a submission during the *proceeding* within 5 *business days* after receiving the invitation under clause 337(3).

(2)   Within 5 *business days* after notification under clause 336(b) or such period as the *compliance panel* permits, a *participant, pipeline operator* or *prescribed person* or *AEMO* may *notify* the *compliance panel* that it wishes to make submissions in relation to the *referral*.

(3)   The *compliance panel* may invite any *participant, pipeline operator* or *prescribed person* or *AEMO* to become a *party* to the *proceeding* if it appears to the *compliance panel* that:

(a)   the *participant's, pipeline operator's* or *prescribed person's* or *AEMO's* interests are liable to be affected by a determination or order sought in the *proceeding*, or by the *proceeding* itself;

(b)   the *participant* is able to represent the interests of a class of *participant* who are liable to be so affected, whether or not the *participant* is a member of that class; or

(c)   the *participant* or *AEMO* is likely to be able to assist the *compliance panel*, even if neither clause 337(3)(a) or 337(3)(b) applies.

338. Compliance panel to determine its own guidelines

(1)   The *compliance panel* must, subject to the requirements of natural justice, adopt such guidelines as it sees fit for conducting the *proceedings* and a *hearing* under these *procedures*, provided that:

(a)   each *party* may lodge a written submission with the *compliance panel* in relation to the *referral*; and

(b)   subject to clause 342, the *compliance panel* must provide each *party* with a copy of each written submission it receives under clause 338(1)(a); and

(c)   if the *compliance panel* determines it is necessary to conduct a *hearing*, each *party* must be given *notice* of the *hearing* and may attend and make oral submissions to the *compliance panel*.

(2)   Each *participant, pipeline operator* or *prescribed person* and *AEMO* must comply with the *procedures* adopted by the *compliance panel* under this clause 338.

(3)   The *compliance panel* must resolve a matter referred to it under clause 332 expeditiously and fairly.

339. Where hearings may be held

(1)   The *compliance panel* chairperson may determine the venue for a *compliance panel hearing*.

(2)   *Compliance panel hearings* must be held in Western Australia.

340. Rules of evidence do not apply

While conducting a *hearing*, the *compliance panel* is not bound by the rules of evidence and any *law* relating to the admissibility of evidence before a court of *law*, subject to the rules relating to self-incrimination and legal professional privilege, and may inform itself in relation to any matter in such manner as it thinks fit.

341. Determinations

(1)   The *compliance panel* must make its determination according to *law* and must:

   (a)   take into consideration each submission received under clauses 338(1)(a) and 338(1)(c); and.

   (b)   for the first 12 months after the date that a change to the *procedures* comes into force, have regard to the fact that the *procedures* affected by the change are a new governing regime for *participants* and *AEMO*; and

   (c)   for the first 6 months after a *person* becomes a *participant*, have regard to the fact that the *procedures* are a new governing regime for the new *participant*.

(2)   Within 30 *business days* after the close of submissions or the conclusion of a *hearing* (if applicable), the *compliance panel* must:

   (a)   subject to clause 342, provide a copy of its determination and reasons to:

      (i)   all *participants, pipeline operator* and *prescribed persons*; and

      (ii)   *AEMO*; and

   (b)   if the determination is in relation to a matter of interpretation of the *procedures* — provide its recommendation regarding the date on which the determination should take effect to:

      (i)   all *participants, pipeline operator* and *prescribed persons*; and

      (ii)   *AEMO*.

(3) Within 10 *business days* after receipt of the recommendation under clause 341(2)(b)(i), a *participant, pipeline operator* or *prescribed persons* may request *AEMO* to amend the date on which the determination takes effect and lodge a submission with *AEMO* in support of the request.

(4) Within 20 *business days* after receipt of a request under clause 341(3), *AEMO*:

    (a) must consider, and may, if reasonable, amend, the date on which the determination takes effect; and

> {Note: *AEMO* may amend the date on which a procedure interpretation determination comes into effect to allow *participants* sufficient time to abide by the determination.}

    (b) must *notify* each *participant, pipeline operator* or *prescribed persons* of the date on which the determination takes effect,

provided that *AEMO* cannot consider determinations that have been against it.

(5) A decision of the *compliance panel* under clause 341(1):

    (a) is final and binding on each *participant* and *AEMO*; and

    (b) takes effect as and from the date of the determination or, in respect of the date set by *AEMO* in relation to a procedure interpretation determination, the date notified to *participants* under clause 341(4)(b), whichever is the later; and

(6) A *participant* and *AEMO* must comply with a decision of the *compliance panel*.

342. Compliance panel must preserve confidentiality

(1) A *party* ("**first party**") may apply to the *compliance panel* to have *confidential information* contained in either:

    (a) a submission of the *first party*; or

    (b) information provided by the *first party* to the *compliance panel* under clause 324(1)(a),

withheld from another *party* ("**second party**") to a *proceeding* or in connection with the publication of the *compliance panel's* final determination.

(2) If the *compliance* panel is satisfied that a *party* would be adversely affected by the disclosure of *confidential information* to another *party*, the *compliance panel* may withhold the *confidential information* from a *party* when providing the *party* with:

    (a) a copy of a submission under clause 338(1)(a); or

    (b) a copy of the *compliance panel's* determination and reasons under clause 341(2)(a),

and may, under this clause 342, censor documents that it publishes to *participants* and *AEMO.*

(3) In making an application under clause 342(1), the *first party* must provide all of the information necessary for the *compliance panel* to consider whether:

   (a) the withholding of information would adversely affect the ability of the *compliance panel* to afford the *second party* procedural fairness;

   (b) the *second party* is likely to contravene the confidentiality obligations of this clause 342; and

   (c) the prospect of adverse effects on the *second party* resulting from the *compliance panel* withholding the information is clearly outweighed by the prospect of adverse effects on other persons flowing from unauthorized use or disclosure of the information, if it is provided to the *second party* or its legal representatives.

(4) A *participant, pipeline operator* or *prescribed person* and *AEMO* must not use or disclose information which is:

   (a) confidential in fact; and

   (b) disclosed to the *participant, pipeline operator* or *prescribed person* or *AEMO* (as the case may be) by the *compliance panel* or another *party* in, or in connection with, a *proceeding,*

   except:

   (c) for the purposes of the *proceeding*; or

   (d) as authorized by a person with the right in equity to give that authorization, and in accordance with any conditions affecting that authorization.

(5) If any such information is to be disclosed to a *participant, pipeline operator* or *prescribed person* or *AEMO* in accordance with this clause 342, the person making the disclosure must inform the *participant, pipeline operator* or *prescribed person* or *AEMO* (as the case may be) that the information is confidential and must make the disclosure conditional on the information not being used or further disclosed otherwise than in accordance with this procedure.

343. Determinations which may be made

(1) In a determination under clause 341, the *compliance panel* must take into consideration any penalties or sanctions that have already been imposed upon the *participant* in respect of the matter before the *compliance panel* for determination, and may:

   (a) impose a financial penalty on a *participant* or *AEMO* of up to $50,000 in respect of each breach of the *procedures*; or

(b)   order a *participant* or *AEMO* to take action, or cease action, to ensure compliance with the *procedures*; or

(c)   impose a financial penalty of up to $50,000 for any failure to comply with an earlier order of the *compliance panel*; or

(d)   make orders as to the payment by a *party* of the *compliance panel's costs*, including the cost of any experts appointed under clause 324(1)(d) in relation to the proceedings; or

(e)   make orders as to the payment of *costs* of a *party* that attends the *compliance panel* hearing; or

(f)   adjourn the consideration of any matter before the *compliance panel* to allow a *participant* or *AEMO* to make further submissions or to allow further consideration by the *compliance panel*; or

(g)   recommend changes to the *procedures*; or

(h)   Determine that the breach is not material and take no further action.

(2)   The *compliance panel* may make interim determinations.

(3)   The *compliance panel* may delegate to *AEMO* its power to assess and determine whether a breach is material or not material under clause 329.

(4)   If the *compliance panel* delegates its power under clause 343(3) above, the *compliance panel* may only make a determination under clause 343(1)(a) in respect of a breach if *AEMO* has determined that the breach is material.

344. Power to correct a determination

Within 5 *business days* after making a determination made under clause 341(2), the *compliance panel* may correct the determination if the determination contains:

(a)   a clerical mistake; or

(b)   an accidental slip or omission; or

(c)   a material miscalculation of figures or a material mistake in the description of any person, thing or matter referred to in the determination; or

(d)   a defect of form.

345. No limitation on remedies

Nothing in this Chapter 6 limits a *participant's, pipeline operator* or *prescribed person* or *AEMO's* right to litigate, arbitrate or otherwise seek to resolve, any *dispute*.

346. Legal representation

(1)   Subject to clause 346(2), a *party* may be legally represented.

(2)   A *party* must bear its own *costs* unless the *compliance panel* orders otherwise under clause 343(1)(e).

347. Register of determinations

(1)   *AEMO* must ensure that a register of *compliance panel* determinations is *maintained* for the duration of the *procedures*.

(2)   *AEMO* must publish *compliance panel* determinations, but in *maintaining* the register of *compliance panel* determinations *AEMO* may decide to withhold confidential or commercially sensitive information of a *participant, pipeline operator* or *prescribed person* or *AEMO* from the determination if it reasonably believes it is appropriate to do so, following a submission by the *participant, pipeline operator* or *prescribed person* or *AEMO* (as the case may be).

(3)   Upon receipt of a *compliance panel* determination, *AEMO* must update the register of *compliance panel* determinations.

(4)   *AEMO* must permit a *participant, pipeline operator* or *prescribed person* and an *interested person*, and may permit another person, to access the register of *compliance panel* determinations and may recover reasonable *costs* incurred in doing so.

348. Validity of determination

(1)   Any act done by the *compliance panel* is valid as if each *compliance panel* member were duly appointed and eligible to be a *compliance panel* member.

(2)   Without limiting the generality of clause 348(1), any act done by the *compliance panel* is valid notwithstanding that it is afterwards discovered that a person acted as a *compliance panel* member although that person ceased, or should have ceased, to hold office, or did not validly hold office, under these *procedures*.

(3)   This clause 348 applies, despite the subsequent receipt of actual *notice* by the *compliance panel* chairperson or *AEMO* of any defect in the appointment or ineligibility of any person as a *compliance panel* member.

Chapter 7 – Reporting and Audits

Part 7.1 – Explicit informed consent

349. Requirements for explicit informed consent

The provisions in Appendix 6 apply in relation to a *customer's explicit informed consent*.

Part 7.2– Audit

350. Audit of explicit informed consent

(1) There is no Clause 350(1).

(2) For each calendar year, a *user* must appoint an *auditor*, having regard to clause 353, to undertake a *negative assurance audit* of the *user's* compliance during the year with clauses 55A, 72(1), 72(4), 74A, 79(1), 79(4), 166A and 349.

(3) The *user* must:

   (a) ensure that the *negative assurance audit* is conducted under this Part 7.2; and

   (b) provide the *auditor's* final report of its findings to *AEMO* within 3 months after the end of the year to which the *negative assurance audit* relates.

351. Audit of AEMO

(1) *AEMO* must appoint an *auditor*, by having regard to clause 353, to undertake a *negative assurance audit* of *AEMO's* compliance with the following parts of these *procedures*: Part 2.1, Part 2.2, Part 2.3, Part 3.1, Part 3.3, Part 3.5, Part 3.6, Part 5.5, Part 5.6, Part 5.7, Part 5.8, Part 5.9, Part 5.10, Part 5.11, Part 5.12 in accordance with clause 351(1A) to (3).

(1A) A *negative assurance audit* under clause 351(1) may cover some or all of the Parts of the *procedures* listed in clause 351(1), provided that at least once every 3 years, each Part of the *procedures* listed in clause 351(1) is subject to a *negative assurance audit* covering 12 consecutive months within that 3 year period.

   {Note: the first 3 year period starts from the commencement of these *procedures* and ends 3 years thereafter. The next 3 year period starts immediately on completion of this first 3 year period and so on.}

(2) *AEMO* may determine, in consultation with *participants*, the extent and scope of a *negative assurance audit* to be undertaken under clause 351(1).

(3) *AEMO* must:

   (a) ensure that the *auditor* conducts any *negative assurance audit* in accordance with this Part 7.2; and

(b)   obtain the *auditor*'s final report of its findings within 3 months after the end of the period to which the *negative assurance audit* relates.

352. Audit of network operator's metering responsibilities

(1)   For each calendar year, each *network operator* must appoint an *auditor*, having regard to clause 353, to undertake a *negative assurance* audit of the *network operator's* compliance during the year with clauses 62, 153, 156, 160(1)(j) and 169.

(2)   A *network operator* must:

(a)   ensure that the *negative assurance audit* is conducted in accordance with this Part 7.2; and

(b)   provide the *auditor*'s final report of its findings to *AEMO* within 3 months after the end of the year to which the *negative assurance audit* relates.

353. Auditor's qualifications etc.

An *auditor* appointed under this Part 7.2 must have sufficient qualifications, resources, professional skill and experience to enable it to undertake the audit for which it is appointed.

354. Auditor's conflict of interest

(1)   In this clause 354, but subject to clause 354(4), the term **"conflict of interest"** includes, but is not limited to:

(a)   the holding of any office; or

(b)   the entering into, or giving effect to, any contract, arrangement, understanding or relationship,

by an *auditor* or any of its directors, officers, servants or agents whereby, directly or indirectly, duties or interests are or might be created for the *auditor* or any of the *auditor*'s directors, officers, servants or agents which conflict, or might reasonably be expected to conflict, with any one or more of:

(c)   the *auditor*'s duties in conducting an audit under this Part 7.2; or

(d)   the interests of *AEMO*; or

(e)   the interests of a *participant*.

(2)   A person required by this Part 7.2 to appoint an *auditor* must ensure that the *auditor*:

(a)   before commencing any audit, and in any audit report, provides full disclosure of all actual or potential *conflicts of interest*;

(b)   at all times has in operation effective *procedures* to detect any actual or potential *conflict of interest* which arises during the course of the audit; and

(c)   forthwith notifies the person who appointed the *auditor* of any actual or potential *conflict of interest* which arises during the course of the audit, and of any non-compliance with this clause 354.

(3)   A person required by this Part 7.2 to appoint an *auditor* must not appoint an *auditor*, or having appointed an *auditor* must terminate the appointment, if the person becomes aware of an actual or potential *conflict of interest* in the *auditor* which might reasonably be expected to materially adversely affect the *auditor*'s independence and impartiality or the performance of its duties.

> {Note: Examples of when an actual or potential *conflict of interest* in an *auditor* might reasonably be expected to materially adversely affect the *auditor*'s independence and impartiality or the performance of its duties, would be if the *auditor* is the person who designed the relevant systems.}

(4)   An *auditor* appointed to conduct an audit under this Part 7.2 is not to be taken to have a *conflict of interest* merely because it has previously been appointed to conduct an audit under this Part 7.2, or because it carries out other audit duties for a *participant*.

355. Terms of auditor's retainer

Except as stated in clause 356, the terms of retainer of an *auditor* appointed under this Part 7.2 (including regarding remuneration, expenses, insurances and liability) are to be agreed between the *auditor* and the person required by this Part 7.2 to appoint the *auditor*.

356. Confidentiality

(1)   A person required by this Part 7.2 to appoint an *auditor* must ensure that the *auditor* enters into a deed of undertaking substantially in the form set out in Appendix 4, but that deed remains subject to clause 356(2).

(2)   To the extent that disclosure by an *auditor* of any information or matter regarding a material non-compliance by a *participant* or *AEMO* is reasonably necessary for the *auditor* to report on the material non-compliance, the *participant* or *AEMO* (as the case may be) by this procedure:

(a)   waives all of its rights to require that the *auditor* keep the information or matter confidential; and

(b)   authorises disclosure by the *auditor* of the information or matter in accordance with this Part 7.2**.**

357. Participants, AEMO, pipeline operators and prescribed persons must cooperate with auditor

(1)   A person being audited under clauses 350, 351 or 352 must cooperate with and provide all reasonable assistance to an *auditor* appointed under this Part 7.2.

(2) Without limiting clause 357(1), a person being audited under clauses 350, 351 or 352 must comply without delay with any request by the *auditor* for the purpose of conducting an audit under this Part 7.2 for the person:

(a) to deliver to the *auditor* specified documents or records; and

(b) to permit the *auditor*:

(i) to access the its premises during a business day; and

(ii) to take copies of its records.

(3) Each of a *participant*, *AEMO*, *pipeline operator* and *prescribed person* who is not being audited under clauses 350, 351 or 352 must cooperate with and provide reasonable assistance to an *auditor* appointed under this Part 7.2.

(4) As a pre-condition to cooperating and providing assistance under clause 357(3), a person may request to be identified as a covenantee under a deed executed under clause 356(1).

358. Audit report

A person required by this Part 7.2 to appoint an *auditor* must ensure that the *auditor*'s report of a *negative assurance audit* under this Part 7.2 at least:

(a) provides reasonable detail regarding the *auditor*'s investigations and methodology; and

(b) details any material restrictions or deficiencies in the *auditor*'s access to or use of relevant documents or records; and

(c) without limiting clause 358(b), details the circumstances of any non-compliance by a *participant* or *AEMO* with clause 357, in respect of the *negative assurance audit*; and

(d) complies with the deed of undertaking under clause 356(1); and

(e) makes all disclosures required under clause 354(2)(a); and

(f) either:

(i) states that the *negative assurance audit* did not disclose non-compliance; or

(ii) provides details of each breach, non-compliance or other circumstance which prevents a statement under clause 358(f)(i) being made.

359. Level of Audit

(1) In this clause 359, **"level"** means the degree of rigour with which a *negative assurance audit* is undertaken, including the size and nature of any sample used and the extent, if any, to which the sample is representative.

(2) The person who appoints an *auditor* under this Part 7.2 (**"appointor"**) and the appointed *auditor* are to agree the *level* of the *negative assurance audit*.

(3) Each *appointor* must ensure that the intensity of the *negative assurance audit* is adequate and reasonable having regard to:

   (a) the requirements set out in this Part 7.2; and

   (b) the need for the *level* to be sufficient for the *auditor* as a *reasonable and prudent person* to state that the *negative assurance audit* did not disclose non-compliance; and

   (c) the objective that where possible, *participants* are to seek to minimise the *costs* of participating in the gas retail market and to achieve the best possible *cost*-benefit mix; and

   (d) the objective that a *negative assurance audit* is normally designed to verify that systems and processes are functioning correctly.

(4) A *participant* or *AEMO* may challenge the adequacy or *level* of a *negative assurance audit* conducted under this Part 7.2 by referring a matter to *AEMO* under clause 325.

360. AEMO's audit summary report

(1) For each calendar year, *AEMO* must produce a report, after consulting with the *participant* regarding the content of the report, within 4 months after the end of the calendar year which:

   (a) details all significant instances of non-compliance identified in each of the *auditor*'s reports produced under this Part 7.2; and

   (b) details any action that has been taken or is proposed in respect of each instance of non-compliance identified under clause 360(1)(a).

(2) *AEMO's* report under clause 360(1) must as far as practicable be consistent with making adequate disclosure, not disclose details of matters expressly identified to it by a *participant* during the consultation under clause 360(1) as comprising the *participant's* intellectual property, marketing systems, information technology or otherwise being confidential or commercially sensitive information.

Part 7.3 – Other provisions regarding records

361. Records needed by AEMO to meet reporting obligations

To the extent reasonably necessary to enable *AEMO* to meet its reporting and information provisions under *law*, a *participant* must upon reasonable request by *AEMO* assist *AEMO* by making available reasonable access to records and relevant information.

Part 7.4– There is no part 7.4

361A. There is no clause 361A

Chapter 8 – Administration

Part 8.1 – Fees, charges and cost recovery

362. Fees and charges under these procedures

Nothing in these *procedures*:

(a) prevents a *participant, pipeline operator* or *prescribed person* from charging for doing a thing, if the person is entitled at *law* or under an *Access Arrangement* or a contract other than these *procedures* to charge for doing that thing; and

(b) allows a *participant, pipeline operator* or *prescribed person* to charge for doing a thing (including providing information or taking any action) under these *procedures*, unless otherwise stated in these *procedures*.

362A. Recovery of AEMO's costs

(1) *AEMO* may, in order to recover the *costs* of establishing itself and operating as the market administrator of these *procedures*, determine the amount of the *registration fee*, *service fee* and *market share charge* in accordance with the following *cost* recovery principles:

(a) in recovery of its *costs*, the charges imposed by *AEMO* on *users*, who are *Scheme participants*, shall not be such as to create a material barrier to entry for new entrants, small *users*, or *self-contracting users*;

(b) fees and terms and conditions should be simple to understand and implement;

(c) to the extent that is administratively feasible, the fee set should provide efficient market signals;

(d) the *costs* are to be clearly identifiable;

(e) *costs* may be recovered in such a way as to ensure account is taken of the time value of money;

(f) *AEMO* is to have discretion to charge a lower *registration fee* and *service fee* for small *users* and *self-contracting users*;

(g) *AEMO's* discretion under this clause 362A is to include determining the definition of a "small" *user*, and what the fees for small *users* and *self-contracting users* should be; and

(h) reasonable *costs* may include any revenue offsets from the commercialisation of the *AEMO information system* and software which accommodate the full contestability of retail gas markets, including any discretionary services in excess of standard services.

{Note: In exercising this discretion under clause 362A(1), *AEMO* is to consider the principles listed in clause 7A. *AEMO* can define small *user* by reference to the number of customers, quantity of gas transported, or any other characteristic.}

(2)   Each *Scheme participant* must pay to *AEMO* (as applicable):

(a)   the *registration fee* — upon becoming a *Scheme participant*;

(b)   the *service fee* — once every 12 month period when invoiced by *AEMO* under clause 370(1)(a);

(c)   the *market share charge* — once every month when invoiced by *AEMO* under clause 370(1)(b) and

(d)   any *additional service charge* determined by *AEMO* pursuant to clause 362A(7), when invoiced by *AEMO under* clause 370(1)(C).

(3)   There is no clause 362A(3).

(4)   The *registration fee* and the *service fee* may be adjusted annually on 1 July of each year, effective from 1 July 2005 (**"annual adjustment date"**).

(5)   The maximum amount of any adjustment to the *registration fee* or the *service fee* is to be calculated as at the *annual adjustment date* by multiplying the *registration fee* or the *service fee* (as applicable) by:

(a)   the *specified price index* for the period ending 31 March, of each year immediately preceding the *annual adjustment date*,

divided by:

(b)   the *specified price index* for the same period ending 31 March referred to in clause 362A(5)(a) in the year immediately preceding the year in which the *annual adjustment date* falls.

(6)   If the *specified price index* ceases to be published on a quarterly basis by the Australian Bureau of Statistics or is published on a basis materially different (including due to a change in its nature, composition or reference base) to its basis in 2004, then the basis for adjusting the *registration fee* and the *service fee* will be based upon the measurement of consumer price changes in the eight capital cities of Australia as decided by a chartered accountant, acting as an expert, and as appointed by *AEMO*.

(7)   *AEMO* may recover the costs of providing an *additional service* to a *Scheme participant* by charging the *Scheme participant* an *additional service charge* where the payment of the *additional service charge* has been agreed by the *Scheme participant*.

362B Regulator Fees.

(1) The *Economic Regulation Authority* will recover a fee from *users,* excluding *self-contracting users* **(Regulator Fee)**.

(2) The Regulator Fee:

(a) will recover the portion of the *Economic Regulation Authority's* approved budget for a financial year that is directly attributable to the costs of *Economic Regulation Authority* undertaking its gas retail market-related functions under Part 2B of the *Energy Coordination Act 1994* and these *procedures* **(Regulator's Approved Budget)**; and

(b) is an annual fee ($/annum) payable by each *user,* excluding *self-contracting users,* for the financial year, and will be calculated by dividing the Regulator's Approved Budget equally between all *users,* excluding *self-contracting users,* as at the start of each financial year.

(3) Where a new *user* that is not a *self-contracting user* registers after the start of the financial year, the *Economic Regulation Authority* may invoice the *user* for a pro rata portion of the Regulator Fee for the period that they are registered.

(4) If the Regulator Fee in a financial year generates revenue different from the Regulator's Approved Budget, then the *Economic Regulation Authority* must take this into account in the upcoming financial year's budget by deducting any over-recovery from the Regulator's Approved Budget, or adding any under-recovery to the Regulator's Approved Budget. This must include any additional Regulator Fee collected from *users* that registered during the financial year.

(5) The *Economic Regulation Authority* may invoice users, excluding *self-contracting users*, for the Regulator Fee from September each financial year.

(6) The *Economic Regulation Authority* must notify *AEMO* of the following by the last *business day* in May each year:

(a) the amount of the Regulator's Approved Budget for the following financial year; and

(b) whether the amount of the Regulator Fee for the following financial year is expected to increase by more than $5,000 per *user* when compared with the Regulator Fee for the current financial year.

(7) *AEMO* must publish the amount of the Regulator's Approved Budget on its website within 5 *business days* of receiving notice under sub-clause (6)(a).

(8) If AEMO is provided a notice under sub-clause (6)(b), then:

(a) *AEMO* must convene the *gas retail consultative forum*~~Procedure Change Committee~~ within 10 *business days* to discuss the Regulator Fee, in consultation with the *Economic Regulation Authority*.

(b) if the *users*, excluding *self-contracting users*, unanimously determine that the Regulator Fee is not equitably recovering the Regulator's Approved Budget from *users*, excluding *self-contracting users*, then the

gas retail consultative forum~~Procedure Change Committee~~ may develop and submit a *proposed procedure change*~~procedure change request~~ to alter the methodology to recover the Regulator's Approved Budget under sub-clause 2(b); and

(c) if the *gas retail consultative forum*~~Procedure Change Committee~~ is considering a *proposed procedure change*~~procedure change request~~ under sub-clause (8)(b), then:

    (i) the *Economic Regulation Authority* is to defer invoicing the Regulator Fee until the *procedure* change is implemented; and

    (ii) if the *procedure* change is not implemented by the first *business day* in December of the financial year, then the *Economic Regulation Authority* may issue invoices for the Regulator Fee calculated as per sub-clause (2)(b).

(9) The *Economic Regulation Authority* must, at the request of a *user*, who is not a *self-contracting user*, give the user a summary of the costs covered by the Regulator's Approved Budget at a reasonable level of detail.

Part 8.2– Confidentiality

363. Confidentiality obligations

(1)   Subject to clause 364, a *recipient* must:

(a)   keep confidential any *confidential information* provided to it under these *procedures*; and

(b)   not disclose *confidential information* to any person except as permitted by these *procedures*; and

(c)   only use or reproduce *confidential information* for the purpose for which it was disclosed or another purpose contemplated by these *procedures*; and

(d)   not permit unauthorised persons to have access to *confidential information*.

(2)   Subject to clause 364, a *recipient* must use all reasonable endeavours:

(a)   to prevent unauthorised access to *confidential information* which is in the possession or control of that *recipient*; and

(b)   to ensure that its *secondary recipients* observe the provisions of this clause 363 in relation to the *confidential information*.

(3)   Despite any other provision of these *procedures*, a person must continue to comply with this clause 363 after it has otherwise ceased to be subject to these *procedures*.

364. Exceptions to confidentiality requirements

Clause 363 does not prevent:

(a)   the disclosure, use or reproduction of information if the information is at the time generally publicly available other than as a result of breach of confidence by a *recipient* or by a *secondary recipient*; or

(b)   the disclosure of information by a *recipient* or by a *secondary recipient* to:

(i)   an employee or officer of the *recipient*; or

(ii)   a *related body corporate* of the *recipient*; or

(iii)   a legal or other professional advisor, auditor or other consultant of the *recipient*,

that requires the information for the purposes of these *procedures*, or for the purpose of advising the *recipient* in relation to these *procedures*; or

(c) the disclosure, use or reproduction of information with the consent of the person who provided the information under these *procedures*; or

(d) the disclosure, use or reproduction of information to the extent required by *law* or by a statutory requirement, *notice*, order or direction of:

(i) a government authority having jurisdiction over a *recipient* or its *related bodies corporate*; or

(ii) a recognised stock exchange having jurisdiction over a *recipient* or its *related bodies corporate*; or

(e) the disclosure, use or reproduction of information requested by the *compliance panel* under clause 324(1)(a); or

(f) the disclosure, use or reproduction of information required:

(i) in connection with; or

(ii) for the purpose of advising a person in relation to,

legal proceedings, arbitration, expert determination or other dispute resolution mechanism relating to these *procedures*;

(g) the disclosure, use or reproduction of information which is required to protect the safety of personnel or equipment; or

(h) without limiting clause 364(d) the compulsory disclosure of information to the *Economic Regulation Authority* or any other regulatory authority having jurisdiction (as the case may be), under these *procedures* or otherwise.

365. Conditions on disclosure of confidential information

Prior to disclosing information under clause 364(b), 364(e) or 364(h) to a *secondary recipient*, a *recipient* must:

(a) inform the *secondary recipient* that the information is *confidential information*; and

(b) take appropriate precautions to ensure that:

(i) the *confidential information* remains confidential despite the disclosure under clause 364; and

(ii) the *secondary recipient* does not use the information for any purpose other than that permitted under clause 364.

366. Confidentiality indemnity

(1) Subject to clause 366(2), each *participant, pipeline operator* and *prescribed person* (**"indemnifier"**) indemnifies *AEMO* against any *claim*, action, damage,

loss, liability, expense or outgoing which *AEMO* pays, suffers, incurs or is liable for in respect of any breach by the *indemnifier* or any officer, agent or employee of the *indemnifier* (as the case may be) of clause 363.

(2) An *indemnifier* is not responsible for, and is not required to indemnify *AEMO* against, any breach by any officer, agent or employee of the *indemnifier* (as the case may be) of clause 363, if the officer, agent or employee was acting for and on behalf of *AEMO* as *AEMO's* agent, at the time of breaching clause 363.

Part 8.3 – Payments to AEMO

367. Payment

A payment to *AEMO* under these *procedures* must be paid by direct electronic funds transfer to a bank account (nominated by *AEMO*).

368. Financial penalties

A *participant* must pay to *AEMO* a financial penalty imposed by the *compliance panel* within 20 *business days* after receipt of a *notice* from the *compliance panel* to pay the penalty.

369. There is no clause 369.

370. Invoices etc.

(1) Within 5 *business days* of the commencement of each calendar month, *AEMO* must provide each *Scheme participant* (as necessary) with an invoice in the form of a *tax invoice* showing (as applicable):

(a) the amount of the *service fee* that the *Scheme participant* is being charged in advance for the applicable *invoice period*; and

(b) the amount of the *market share charge* that the *user* who is a *Scheme participant* is being charged in advance for the applicable *invoice period*; and

(c) the amount of any *additional service charge* that the *Scheme participants* is being charged; and

(d) any refunds payable to the *Scheme participant* for the *invoice period* (as applicable) and if the refund is payable as a result of a disputed invoice under clause 372, the refund together with interest on that amount calculated on a daily basis at the *interest rate* minus 4% per annum from the date that *AEMO* received the overpayment from the *participant*; and

(e) any outstanding amounts (whether those amounts were originally payable or refundable) from previous *invoice periods* (as applicable) and the interest payable thereon at the *interest rate* plus 2% per annum; and

(f)   any undercharged amounts that were not charged or were not charged in full from previous *invoice periods* (as applicable) and the interest payable thereon at the *interest rate*; and

(g)   any other information specified by *AEMO* from time to time.

(2)   A *Scheme participant* must pay an invoice received from *AEMO* within 10 *business days* after receipt of the invoice, regardless of whether the invoice is disputed under clause 372.

371. GST

(1)   In this clause 371:

(a)   words and expressions which are not defined in these *procedures* but which have a defined meaning in the *GST Law* have the same meaning as in the *GST Law*; and

(b)   **"GST Law"** has the meaning given ~~to that expression~~ in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(2)   Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under these *procedures* are exclusive of GST.

(3)   If GST is payable by:

(a)   a supplier; or

(b)   by the representative *Scheme participant* for a GST group of which the supplier is a *Scheme participant*,

on any supply made under these *procedures*, the recipient of the supply must pay to the supplier an amount equal to the GST payable on the supply.

(4)   The recipient must pay the amount referred to in clause 371(3):

(a)   in addition to the consideration for the supply; and

(b)   at the same time that the consideration for the supply must be provided under these *procedures*.

(5)   The supplier must provide a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of the amount under clause 371(3).

(6)   The recipient may withhold payment of the amount under clause 371(3) until the supplier provides a tax invoice or an adjustment note, as appropriate.

(7)   If an adjustment event arises in respect of a taxable supply made by a supplier under these *procedures*, the amount payable by the recipient under clause 371(3) must be recalculated to reflect the adjustment event and the recipient must make

a payment to the supplier or the supplier must make a payment to the recipient, as the case requires.

(8) Where these *procedures* require a person to pay or reimburse an expense or outgoing of another person, the amount to be paid or reimbursed by the first person will be the sum of:

    (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other person, or to which the representative *Scheme participant* for a GST group of which the other person is a *Scheme participant*, is entitled; and

    (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

372. Disputed invoices

(1) If a *Scheme participant* disputes an invoice from *AEMO*, it must *notify AEMO* of the disputed invoice within 60 *business days* after receipt of the invoice by writing to *AEMO's* chief executive officer and providing details of the *dispute*.

(2) If, as a result of the resolution of a disputed invoice under clause 372(1), *AEMO* is obliged to re-pay part or the whole of an amount received under clause 370(2) to a *Scheme participant*, then *AEMO* must pay the amount under clause 370(1)(d).

Part 8.4 – Small use customer and small use customer indicator determination

373. AEMO to determine whether a consumer is a small use customer

(1) There is no clause 373(1).

(2) *AEMO* must determine whether a *customer* is a *small use customer*, in accordance with this clause 373.

(3) The determination is to be made in accordance with section 3 of the *Energy Coordination Act 1994* (WA).

> {Note: At the time these *procedures* commenced, that definition was "…means a customer whose consumption of gas is less than 1 terajoule per year".}

(4) For the purposes of these *procedures*, a *customer* at an *interval-metered delivery point*, is not a *small use customer*.

(5) Upon receipt of a valid *new connection notice* for a *basic-metered delivery point, AEMO* must determine whether a *customer* is a *small use customer* by having regard to the information provided by the *network operator* in the *new connection notice* under clause 66(e).

(6) Within 5 *business days* of the end of each six month period from May each year, AEMO must determine whether a *customer* is a *small use customer* by having regard to:

  (a) where available, the gas consumed by the *customer* at the *delivery point* for the previous 12 month period; or

  (b) otherwise, in accordance with the determination made by *AEMO* under clause 373(5) or *AEMO's* previous six month determination made under this clause 373(6).

> {Note: Upon making a determination under this clause 373, *AEMO* must update the *AEMO registry* under clause 52(b) and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53(1).}

373A. There is no clause 373A.

373B There is no clause 373B

Part 8.5– Limitation of liability

374. No liability for as-retrieved data

To the extent permitted by *law*, a person (**"first person"**) is not liable for any loss or damage suffered or incurred by any other person (**"second person"**) as a consequence of any act or omission of the provision of *as-retrieved* data, unless the first person:

  (a) does not act in good faith; or

  (b) acts fraudulently.

375. No liability for acting in reliance on data provided by others

(1) If a person (**"first person"**) receives data or information of any nature (**"data"**) from another person under these *procedures* (**"second person"**), and the *first person* sends that *data* onto a third person under these *procedures* (**"third person"**), the *first person* is not responsible for and has no liability to the *third person* in respect of any error or omission in the *data*, provided that the *first person* has not altered the *data* in any way.

(2) Subject to clause 375(3), except any warranty that cannot be excluded by operation of *law*, the *first person* gives no representations or warranties (expressed or implied) to the *third person* in respect of the reliability, suitability, adequacy or *accuracy* of the *data* provided under clause 375(1).

(3) If the *first person* has in any way altered the *data* provided to the *third person* under clause 375(1), then the *first person* represents and warrants to the *third person* that the *data* so provided is *accurate*, except if the *data* being provided is:

  (a) an estimate; or

(b)   a calculation derived at as a *reasonable and prudent person* but being based upon the *data* provided by the *second person* under clause 375(1).

> {Note: Under clause 376A(2), a breach of this warranty will expose the *first person* to liability for more than just direct damage.}

376. Liability for direct damage only

A person under these *procedures* (including its directors, servants, consultants, independent contractors and agents (**"associated persons"**)) who is negligent or defaults in respect of its obligations to another person under these *procedures* is liable to the other person for any loss or damage which is not *indirect damage* caused by or arising out of the negligence or default.

376A. Liability for indirect damage in certain circumstances only

(1)   Subject to clause 376A(2), no person (including its *associated persons*) under these *procedures* is under any circumstances to be liable to another person under these *procedures* for any *indirect damage*, however arising including by negligence.

(2)   The exclusion of *indirect damage* in clause 376A(1) does not apply to a warranty given under clause 56(2), 72(2), 79(2), 80(3), 81(2), 87(4), 167(2), 173(9), 193(1), 267(4), 268(3) or 375(3) and therefore the person's (and its *associated persons'*) liability in relation to the matter is to be determined by *law*, and to avoid doubt the definition of "*indirect damage*" in these *procedures* is to be disregarded for the purposes of that determination.

376B. Fraud

(1)   A person under these *procedures* (including its *associated persons*) who is fraudulent in respect of its obligations to another person under these *procedures* is to be liable to the other party for, and is to indemnify that other party against, all losses, liabilities and expenses caused by, consequential upon or arising out of the fraud.

(2)   The exclusion of *indirect damage* in clause 376A(1) does not apply to liability under clause 376B(1) and therefore a person's (including its *associated persons'*) liability in relation to the fraud is to be determined by *law*, and to avoid doubt the definition of "*indirect damage*" in these *procedures* is to be disregarded for the purposes of that determination.

376C. Extended scope of this part

Each person acts as agent and trustee for its *associated persons* (other than any other person's) for the purpose only of providing to those persons the benefit of any term in these *procedures* which is expressed to apply to those persons and each such person is taken to have given consideration for those benefits.

376D. No third party benefit

Subject to clause 376C, no person other than a person required to comply with these *procedures* or its related entities is to obtain any benefit or entitlement under these *procedures*, despite that person being referred to in these *procedures* or belonging to a class of persons which is referred to in these *procedures*.

377. AEMO's limitation of liability

(1) To the extent permitted by *law*, *AEMO* its officers, employees and agents will not be liable for any direct, indirect, incidental, special or consequential damages or loss of profits or revenue claims of any kind which result from any breach, unlawful act or negligent act or omission of *AEMO*, its officers, employees or *agents* in performing its obligations under these *procedures*.

(2) Where liability under these *procedures* cannot by *law* be excluded, *AEMO's* liability (including any liability of its officers, employees and agents) to *participants, pipeline operators* or *prescribed persons* in respect of any breach of *AEMO's* obligations under these *procedures* is (at *AEMO's* option) limited to:

    (a) supplying the services again; or

    (b) paying the cost of having the services supplied again.

(3) In this clause 377, **"agent"** includes contractors and third parties engaged to provide goods or perform services relating to *AEMO's* obligations under these *procedures* for or on behalf of *AEMO*.

377A. Indemnifying AEMO

(1) Each *participant*, *pipeline operator* and *prescribed person* (**"indemnifying party"**) must indemnify and keep indemnified *AEMO* from all losses, costs (including legal costs on a solicitor client or full indemnity basis, whichever is the greater), expenses, claims (including third party claims, claims in respect of loss of revenue or profit or claims for punitive or consequential damage), demands, proceedings or liability suffered or incurred by *AEMO* arising directly or indirectly from or as a consequence of any or all of any breach, unlawful act, or negligent act or omission of the *indemnifying party*, or its officers, employees or agents, in carrying out its obligations under these *procedures*.

(2) The maximum aggregate amount payable by a party under clause 377A(1) is limited to $10,000,000.

(3) Each *participant*, *pipeline operator* and *prescribed person* must be insured in respect of potential liability, loss or damage, arising under clause 377A(1), for a minimum aggregate liability of $10,000,000, and must maintain such insurances during the period that it is operating under these *procedures* and for a period of 7 years thereafter.

Part 8.6 – Exiting the market

377B. Exiting the market

(1)   In this clause 377B:

    (a)   **"active in the market"**:

        (i)   for a *user* for a *sub-network* — means that a *user* is the *current user* for one or more *delivery points* in the *sub-network*; and

        (ii)   for a *shipper* – means that the *shipper* is listed in the *shipper register*;

        (iii)   for a *swing service provider* — means that the *swing service provider* is a party to a *SSPUD*.

    (b)   **"exit the market"** means cease compliance with these *procedures*.

(2)   A *user* may not exit the market in respect of a *sub-network*:

    (a)   while it is *active in the market* in the sub-network; and

    (b)   until the earlier of:

        (i)   the day that is 425 + X days after the *user* ceases to be *active in the market* in the *sub-network*, where "X" has the value given to it in clause 243(4); and

        (ii)   the day that the *user* demonstrates to *AEMO's* satisfaction that the *user* has an agreement with another person to fulfil the *user's* obligations under Chapter 5 in respect of any future URAA or SRQ calculated for the *user* for the *sub-network*.

(3)   A *swing service provider* may not exit the market:

    (a)   while it is *active in the market*; and

    (b)   until the earlier of:

        (i)   the day that is 2 days after the last day that the *swing service provider* was specified in a *contract note*; and

        (ii)   the day that the *swing service provider* demonstrates to *AEMO's* satisfaction that the *swing service provider* has an agreement with another person to fulfil the *swing service provider's* obligations under Chapter 5, a *SSPUD* and any *contract note*.

(4)   A *shipper* may not exit the market:

    (a)   while it is *active in the market*; and

(b)   until the day that the *shipper* demonstrates to *AEMO's* satisfaction that the *shipper* has an agreement with another person to fulfil the *shipper's* obligations under Chapter 5.

(5)   A person other than a *user*, a *swing service provider* or a *shipper* may not *exit the market* until it ceases to have any actual or contingent liability or obligation under these *procedures*.

Chapter 9 – Procedure change process

{Note 1: This Chapter sets out the procedure change process, however ancillary documents to the *procedures*, some of which are set out in the Appendices, can be amended outside of this procedure change process, as set out in clause 16.}

378. Preconditions for making *procedures*

(1)   *AEMO* may only make *procedures* if *AEMO* is satisfied that the *procedures* are consistent with the following objectives:

    (a)   to ensure that the retail gas market operates and is governed in a manner that is:

        (i)   open and competitive; and

        (ii)   efficient; and

        (iii)   fair to *participants* and their *customers*; and

    (b)   to ensure compliance with all applicable *laws*; and

    (c)   to ensure consultation with all *participants*, *pipeline operators*, *prescribed persons* and *interested persons* as is reasonably required to meet the objectives set out in this *procedure*.

379. Proposal for making *procedures*

(1)   *AEMO*, a *participant*, *pipeline operator*, *prescribed person* or *interested person* may propose the making of *procedures*.

(2)   A proposal for the making of *procedures* must be in the format approved and published by *AEMO* (**proposed procedure change**procedure change request).

(3)   The *proposed procedure change*procedure change request must include:

    (a)   a draft of the proposed *procedures*;

    (b)   a description of, and an explanation of the reasons for, the proposed *procedures*;

    (c)   except where *AEMO* makes a *proposed procedure change*procedure change request, the *GBO identification* or the identity (as applicable) of the person lodging the proposal*;*

    (d)   the anticipated impact of the proposed change to the *procedures* on *AEMO, participants*, *pipeline operators*, *prescribed persons, interested persons* and *customers*; and

(e)   the proposed time frame for implementation of the proposed change to the *procedures*.

(4)   Within 2 *business days* after receiving a *proposed procedure change*~~procedure change request~~, *AEMO* must notify the *proponent* confirming that the *proposed procedure change*~~procedure change request~~ was received.

380. Initial assessment of *proposed procedure change*~~procedure change request~~

(1)   On receipt of a *proposed procedure change*~~procedure change request~~ from a *proponent*, *AEMO* must undertake an initial assessment of the *proposed procedure change*~~procedure change request~~ to confirm that:

(a)   it complies with the requirements of clause 379 (2) and (3) ; and

(b)   it relates to a matter about which the *procedures* may be made under the Energy Coordination Act 1994 (WA); and

(c)   there is no other reason for *AEMO* to reject the *proposed procedure change*~~procedure change request~~.

(2)   If a *proposed procedure change*~~procedure change request~~ complies with the requirements of clause 379 (2) and (3) and has not been rejected by *AEMO* under clause 382 (3), or if *AEMO* itself formulates a *proposed procedure change*~~procedure change request~~, *AEMO* must:

(a)   consider whether, in accordance with clause 385, the time limit for the preparation of an *impact and implementation report* ought to be extended; and

(b)   publish the *proposed procedure change*~~procedure change request~~ on *AEMO's* website.

381. *Gas retail consultative forum*~~Procedure change committee~~

(1)   *AEMO* must establish a *gas retail consultative forum*~~procedure change committee~~ in respect of the WA gas retail market.

> {Note: for the avoidance of doubt, the gas retail consultative forum under clause 381(1) may be the result of combining the gas retail consultative forum in respect of the WA gas retail market with consultative forums in respect of other gas retail markets}

~~(1)~~(2)   The *gas retail consultative forum*~~procedure change committee~~ will examine the *proposed procedure change*~~procedure change request~~ and may nominate specialist working groups for this purpose.

~~(2)~~(3)   The *gas retail consultative forum*~~procedure change committee~~ is to advise *AEMO* and is to assist *AEMO* in making a determination on the following matters by the date in clause (4):

(a)   its analysis of the *costs* and benefits (either tangible or intangible) of making the requested *procedures*;

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(b)   material issues and risks for the implementation of the *proposed procedure change*procedure change request;

(c)   its analysis of the testing requirements of the *proposed procedure change*procedure change request;

(d)   a recommendation as to whether or not the *proposed procedure change*procedure change request should be implemented, with or without amendments;

(e)   whether the change to be implemented by the *proposed procedure change*procedure change request is considered urgent or non-material and this includes analysis of whether the Ordinary or Expedited *procedure* change process is to be used for the consultation;

(f)   whether the change to be implemented by the proposed *procedure* complies with clause 378;

(g)   an assessment of when the proposed *procedures* should take effect; and

(h)   if the conclusions on the above matters are not unanimous, any dissenting views of *gas retail consultative forum*procedure change committee members.

(3)(4)   The consultation on the matters referred to in (3) must conclude by the date that is 10 *business days* before the expiry of the applicable time limit for preparation of the *impact and implementation report* by *AEMO*.

(4)(5)   Membership to the *gas retail consultative forum*procedure change committee is to be open to *participants, pipeline operators, prescribed persons* and *interested persons* and will be administered on such terms of reference as are required for its roles under this consultation process and the membership under this clause (5).

(5)(6)   If a person provides information about the *costs* or benefits of a *proposed procedure change*procedure change request that the person identifies as confidential, *AEMO* must keep that information confidential provided that *AEMO* may use such information for the purposes of the *impact and implementation report* or any decision under these *procedures* but may only disclose that information in a manner that does not identify the person to whom the information relates.

382. *Impact and Implementation Report*

(1)   Within 40 *business days* of formulating, or receiving from some other *proponent*, a *proposed procedure change*procedure change request for the making of *procedures*, *AEMO* must prepare an *impact and implementation report*.

(2)   The *impact and implementation report* must include the following in relation to the *proposed procedure change*procedure change request:

(a)   the *proponent* and the date of the submission;

(b)   the basis and rationale for the proposed *procedures*;

(c)   the details of the change to the existing *procedures* including a draft identifying the amendments with marked changes;

(d)   overall *cost*/benefit (tangible/intangible) analysis and/or the overall cost estimates of the proposal;

(e)   the likely implementation effect of the proposal on any identified parties;

(f)   a recommendation on whether the proposed *procedures* should be made, with or without amendments;

(g)   a recommendation on whether the expedited consultation process as described in clause 384, or ordinary consultation process, as described in clause 383, should be used; and

(h)   if applicable, a proposed effective date that the proposed *procedures* should take effect.

(h)

(3)   *AEMO* may, without preparing an *impact and implementation report*, reject a *proposed procedure change*~~procedure change request~~ if *AEMO* reasonably considers that the proposed *procedures*:

(a) lie beyond *AEMO's* power to make *procedures*; or

(b) are similar to *procedures* proposed, but rejected, in the previous 12 months;

(c) are misconceived or lacking in substance; or

(d) have been lodged by a person that is not a *participant, pipeline operator, prescribed person* or an *interested person*.

(4)   If *AEMO* decides to reject a *proposed procedure change*~~procedure change request~~ under subclause (3), *AEMO* must;

(a) give the *proponent* written *notice* of the decision and the reasons for it; and

(b) publish the decision and the reasons for it on *AEMO's* website.

(5)   If a *proponent* withdraws its *proposed procedure change*~~procedure change request~~ for the making of *procedures*, the process for making the *procedures* lapses unless *AEMO* decides to adopt the *proposed procedure change*~~procedure change request~~.

(6)   If *AEMO* is the *proponent*, subclauses (3) to (5) do not apply.

383. Ordinary process for making *procedures*

This clause describes the ordinary process for making *procedures.*

Note:

This clause represents the minimum requirements to which *AEMO* is subject. *AEMO* is not prevented from seeking useful commentary on the proposal by other means and from other sources.

(1)   *AEMO* must publish on its website a *consultation notice*:

(a)   including the *impact and implementation report*; and

(b)   inviting *participants, pipeline operators, prescribed persons* and *interested persons* to submit written comments on the *impact and implementation report* to *AEMO* on or before a date (which must be at least 20 *business days* after the date of the *consultation notice*) specified in the *consultation notice.*

(2)   The *consultation notice* under subclause (1) must be published no more than 10 *business days* after completion of the *impact and implementation report*.

(3)   *AEMO* must publish a decision on its website within 20 *business days* after the closing date for submissions that:

(a)   summarises any comments received on the *impact and implementation report*; and

(b)   sets out the proposed *procedures* and, if they have been revised in the light of the comments received, describes how and why they have been revised; and

(c)   include a copy of *AEMO's* submission to the *approving body* that specifies the day on which *AEMO* proposes the *procedures* are to take effect, if the decision is to submit the proposed *procedures* for approval by the *approving body* where the *approving body's* approval to *procedure* change is required by *law*.

(d)   states that the *proposed procedure change*~~procedure change request~~ has been rejected and gives reasons for its rejection, if the decision is against submitting the proposed *procedures* to the *approving body.*

(4)   If the decision is to submit the proposed *procedures* for approval by the *approving body* where the *approving body's* approval to *procedure* change is required by *law*, *AEMO* must:

(a)   subject to any requirements of the *approving body* otherwise, provide each *participant*, *pipeline operator*, *prescribed person*, and *interested person* with the following information:

(i)   instructions on how *participants*, *pipeline operators*, *prescribed persons* and *interested persons* can make a submission on the proposed *procedures* to the *approving body*; and

(ii)   the closing date for submissions to the *approving body* by *participants*, *pipeline operators*, *prescribed persons* and *interested persons*, which must be at least 10 *business days* after the publication of the decision on *AEMO's* website; and

(b)   submit the proposed *procedures* to the *approving body*.

(5)   In determining whether or not to submit the proposed *procedures* to the *approving body* under this clause, *AEMO*:

(a)   must take into account all relevant and material comments that it receives by the closing date for comments; and

(b)   may, but is not required to, take into account any comments that it receives after that date.

384. Expedited process for making *procedures*

This clause describes the expedited process for making *procedures.*

Note:

This clause represents the minimum requirements to which *AEMO* is subject. *AEMO* is not prevented from seeking useful commentary on the proposal by other means and from other sources

(1)   The expedited process is applicable if *AEMO* considers that :

(a)   the *procedures* are urgently necessary:

(i)   to ensure the proper operation of the retail gas market; or

(ii)   to ensure an adequate supply of natural gas; or

(iii)   to ensure an appropriate response to an emergency; or

(b)   the *procedures* are non-substantial (i.e. a change to the *procedures* that is being considered has a non-substantial impact if it has no effect on the operations of *AEMO, participants, interested persons* or *prescribed persons* and merely corrects typographical errors, grammatical errors, cross-referencing errors or other similar trivial defects in the *procedures*).

(2)   The expedited process is not applicable if the proposed *procedures* relate to clause 362A.

(3)   If the expedited process is applicable to a *proposed procedure change*procedure change request, *AEMO* must, within 10 *business days* after completing an *impact and implementation report*, publish on its website a *consultation notice*:

(a)   including the *impact and implementation report*; and

(b)   stating that AEMO considers the expedited *procedure* applicable to the making of the *procedures*; and

(c)   inviting *participants, pipeline operators, prescribed persons* and *interested persons* to submit written comments on the *impact and implementation report* to *AEMO* on or before a date (which must be at least 15 *business days* after the date of the *consultation notice*) specified in the *consultation notice*; and

(d)   proposing a date on which the proposed *procedures* take effect.

(4)   After the closing date for submissions, *AEMO* must publish a decision on its website that:

(a)   confirms the proposal for submission for approval by the *approving body* and, subject to approval of the *approving body*, confirm the proposed effective date or defer the proposed effective date to a later date specified in the notice; or

(b)   amends the proposal for submission for approval by the *approving body* and, subject to approval of the *approving body,* confirms the proposed effective date or defers the proposed effective date to a later date specified in the notice; or

(c)   defers a decision on the *proposed procedure change*procedure change request and provides for further consultation before a final decision on the *proposed procedure change*procedure change request is made; or

(d)   withdraws or rejects the *proposed procedure change*procedure change request.

(5)   If *AEMO* confirms the proposed *procedures* for submission for approval by the *approving body* where the *approving body's* approval to the proposed *procedures* is required by *law*, *AEMO* must:

(a)   subject to any requirements of the approving body otherwise, provide each *participant*, *pipeline operator*, *prescribed person*, and *interested person* with the following information;

(i)   instructions on how *participants*, *pipeline operators*, *prescribed persons* and *interested persons* can make a submission on the proposed *procedures* to the *approving body*; and

(ii)   the closing date for submissions to the *approving body* by *participants*, *pipeline operators*, *prescribed persons* and *interested persons*, which must be at least 10 *business days* after the publication of the decision on *AEMO's* website; and

(b)   submit the proposed *procedures* to the *approving body.*

385. Time limits

(1)   *AEMO* may, by notice published on its website, extend a time limit fixed by or under this chapter if:

    (a)   the relevant *proposed procedure change* ~~procedure change request~~ raises questions of such complexity or difficulty that an extension of the time limit is justified; or

    (b)   a material change of circumstances occurs justifying the extension of the time limit.

(2)   A notice published under subclause (1) must state the reasons for the extension.

386. Approval

(1)   Upon notification from the *approving body* that the proposed *procedures* have been approved, *AEMO* must as soon as reasonably practicable:

    (a)   notify all *participants, pipeline operators*, *prescribed persons* and *interested persons*; and

    (b)   publish the updated *procedures* on its website.

(2)   *Procedures* that have been approved by an *approving body* take effect at a time specified by the *approving body*.

387. Amendment of documents relating to the *procedures*

(1)   *AEMO* must ensure that as a result of any proposed *procedures* taking effect under clause 386(2) that any subsidiary document that relates to, or is affected by, the *procedures*, is updated and amended accordingly and *AEMO* must notify all affected persons of any amendment made.

(2)   *AEMO* may determine such guidelines and processes necessary to give effect to its obligation in clause 387(1).

388. There is no clause 388

389. There is no clause 389

390. There is no clause 390

391. There is no clause 391

392. There is no clause 392

393. There is no clause 393

394. There is no clause 394

395. There is no clause 395

396. There is no clause 396

397. There is no clause 397

398. There is no clause 398

399. There is no clause 399

400. There is no clause 400

401. There is no clause 401

402. There is no clause 402

378A. There is no clause 378A

378B. There is no clause 378B

396A. There is no clause 396A

399A. There is no clause 399A

400A. There is no clause 400A

Chapter 10– General provisions

403. Other laws and instruments

(1) Where these *procedures* and any *law*, relevant *Access Arrangement* or licence condition imposed by the *Energy Coordination Act 1994* impose different standards for performance in relation to the same matter, each of *AEMO*, a *participant*, a *pipeline operator* and a *prescribed person* must comply with the most stringent standard for performance in respect of that matter.

(2) Subject to clause 403(1) if there is any inconsistency between these *procedures* and any *law*, *Access Arrangement* or licence condition imposed by the *Energy Coordination Act 1994*, then:

    (a) the *law*, *Access Arrangement* or licence condition will prevail to the extent of the inconsistency; and

    (b) by virtue of clause 7(1), each of *AEMO*, a *participant*, a *pipeline operator* and a *prescribed person* (as applicable) is excused from performing its obligations under these *procedures* to the extent of the inconsistency.

404. Continuing performance

(1) The provisions of these *procedures* do not merge with any action performed or document executed by any party for the purposes of performance of these *procedures*.

(2) Any representation in these *procedures* survives the execution of any document for the purposes of, and continues subsequent to, performance of these *procedures*.

(3) Any indemnity agreed by any party under these *procedures*:

    (a) constitutes a liability of that party separate and independent from any other liability of that party under these *procedures* or any other agreement; and

    (b) survives and continues subsequent to performance of these *procedures*.

405. Waiver

Any failure by a party to these *procedures* to exercise any right under these *procedures* does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

406. Remedies

The rights of a party under these *procedures* are cumulative and not exclusive of any rights provided by *law*.

407. Severability

Any provision of these *procedures* which is invalid is invalid to that extent, without invalidating or affecting the remaining *procedures*.

Appendix 1– Coding of gas zones and gate points

{Note: This Appendix 1 may be updated from time to time under clause 15.}

Coding of gas zones

To minimise the number of data fields required in the *AEMO registry* and the *network operators' databases* the concepts of licence area, *sub-network* and *heating value* zones are all coded using a single 5 digit gas zone code, as follows:

{Note: The following code is split into two components:

(a)   AB – which is held in the existing two digit transmission zone and identifies the *network operator*, licence and *Access Arrangement* coverage; and

(b)   CCD – which is held in the existing three digit *heating value* zone and identifies the *sub-network* and *gas zone* within the *sub-network*.}

ABCCD, where:

A   **is used to indicate who is the *network operator*. A is an alphanumeric field that can range from 1 to Z:**

  1 = ATCO Gas Australia

B   **is used to segregate by licence area and *Access Arrangement* Coverage. B is a numerical field:**

  ATCO Gas Australia in WA:

  1 = AGN MWSW GDS

  2 = AGN Kalgoorlie

  3 = AGN Albany

CC   **is a 2 character alphanumeric code used to identify the *sub-network* within a *GDS* and the code varies dependant on the A code:**

  ATCO Gas Australia in WA (i.e. where A = 1) CC equals as follows:

  01 = Geraldton (Nangetty Road)

  02 = Eneabba;

  03 = Muchea;

04 = Deleted

05 = Ellenbrook;

06 = Metro North;

07 = Metro South;

08 = Barter Road, Naval Base;

09 = Rockingham;

10 = Pinjarra;

11 = Oakley Road (Pinjarra);

12 = Harvey;

13 = Kemerton;

14 = Clifton Road, Bunbury;

15 = Albany (*uncovered sub-network*);

16 = Kalgoorlie (*uncovered sub-network*).

D   IS USED TO IDENTIFY A *HEATING VALUE* ZONE WITHIN A *SUB-NETWORK*.

EXAMPLES:

THE HARVEY SUB NETWORK IN ATCO GAS AUSTRALIA MWSW GDS	11121
THE PINJARRA SUB NETWORK IN ATCO GAS AUSTRALIA MWSW GDS	11101
THE KALGOORLIE SUB NETWORK IN ATCO GAS AUSTRALIA KALGOORLIE GDS	12161

Coding of gate points

A *gate point* for a *sub-network* means a point (which may be the same location as a physical gate point), which is designated as the *gate point* under clause 15 for the *sub-network* from a *pipeline* and it is the sum of all "*physical gate points*" from that *pipeline* on a *sub-network*.

Examples:

There are 4 gate stations (each with an associated *physical gate point*) supplying gas to the North Metro *sub-network* in ATCO Gas Australia' MWSW GDS, three from the DBNGP (Harrow St, Della Rd and Caversham) and one from the Parmelia Pipeline at Harrow St. as a result there are two *gate points* one that is the aggregate of the 3 DBNGP physical gate points and one that equates to the Parmelia *physical gate point*.

The same base coding is used to identify *gate points* at which gas is supplied into each *sub-network* from each *pipeline*. The coding used is as follows:

ABCCE, where:

A   **is used to indicate who is the *network operator*. A is an alphanumeric field that can range from 1 to Z, refer above for details.**

B   **is used to segregate by licence area and *Access Arrangement* Coverage. B is a numerical field, refer above for details.**

CC   **is a 2 character alphanumeric code used to identify the *sub-network* within a *GDS* and the code varies dependant on the A code, refer above for details.**

E   **is used to indicate which *pipeline* the gate is connected to. E is an alpha field that can range from A to Z:**

ATCO Gas Australia in WA:

D = Dampier to Bunbury Natural Gas Pipeline

P = Parmelia Pipeline

G = Goldfields Gas Transmission Pipeline

L = LPG supply

Examples:

The gate point on the DBNGP that supplies the Harvey sub network in ATCO Gas Australia MWSW GDS	1112D
The gate point on the Parmelia that supplies the North Metro sub network in ATCO Gas Australia MWSW GDS	1106P
The gate point on the GGT that supplies the Kalgoorlie sub network in ATCO Gas Australia Kalgoorlie GDS	1216G
The gate point on the Parmelia pipeline that supplies the Perth Metro South sub network in ATCO Gas Network's MWSM GDS.	1107P

Appendix 2 – Estimation and Verification Methodology

Verification methodology for Basic Meters

There are two steps in the ATCO Gas Australia basic meter validation; Validation of the meter reader's data input and a trend check against historical consumption:

Validation of the meter readers data input

> The Meter-readers Handheld Unit (MHU) is loaded with upper and lower limits for the index reading. These limits are calculated from the previous index reading and the estimated consumption for the time period since that last meter reading. The estimated consumption is determined using the same algorithms as those used for estimating consumption in case a meter reading cannot be obtained.

> The Hi / Lo limits allow for gas usage since the last reading ranging from 50 % to 175 % of estimated usage. If readings exceed this range the meter reader is required to acknowledge the error alert and re-enter the meter index reading. Only if both readings are the same is the meter reader able to store the reading.

Trend check Against Historical data

> The Network Management Information System (NMIS) checks that the data uploaded from the MHU results in gas usage that is within an expected range. This range is currently set as between 0 to 2000 % of the estimated usage. Nil consumption is allowed due to the high incidence of heating only consumers. An operator is alerted if the meter index reading is outside this range and has the option to:

- Use the meter index reading received if it seems reasonable based on previous billing history; or

- Use a system generated estimate; or

- Enter a reading. The latter is typically used when it is clear that the meter reader has entered the wrong number of digits, etc.

Verification methodology for Interval Meters

> ATCO Gas Australia uses three types of verification checks:

- **Device checks** – where data from individual logging devices is compared with configurable limits.

- **Primary to Secondary checks** – where data from different devices are compared. (This range of checks is used on sites where dual logging devices are installed)

- **Trend checks** – Hourly, daily and 7 daily historical comparisons.

The following checks describe the checks done for a more complex *interval-metered* site with multiple logging devices recording Vun, P, T and calculating *Vcr* and Z. Not all interval meter sites are so elaborated they range from:

- **Fixed factor sites**

   These sites have a single datalogger recording the pulses from the flow meter pulse head and computing *Vcr* using fixed values for pressure and temperature

- **Measured P & T with single logger**

   These sites have a single data logger that records the pulses from the flow meter pulse head, the output from the pressure and temperature transmitters and calculates *Vcr* from this data.

- **Measured P & T with dual logger**

   These sites have a two dataloggers that each record the pulses from the flow meter pulse head, the output from the pressure and temperature transmitters and calculates *Vcr* from this data. This enables the primary to secondary checks

- **Measured P & T with flow computer**

   These sites have a single flow computer that records the pulses from the flow meter pulse head, the output from the pressure and temperature transmitters and calculates *Vcr* from this data whilst taking account of compressibility. The latter is calculated using the measured pressure and temperature inputs and stored gas quality parameters.

Thus only those checks that are feasible for the individual site are applied, i.e. there is no trend check for pressure on a fixed factor site, nor is there a Primary to Secondary checks on single device sites.

Device checks

A range of checks are conducted on hourly data comparing Vun (volume uncorrected), *Vcr* (volume corrected for pressure and temperature), pressure and temperature values with site specific upper and lower limits.

Also included are checks to ensure the integrity of the incoming data e.g. *Vcr* > 0 when Vun = 0. *Vcr* is calculated based on the hourly Vun, pressure and temperature and compared against the *Vcr* value supplied by the logging device.

A further inclusion is a device health check, we establish that there are no device status alarms and that battery voltage is at a satisfactory level.

Primary to Secondary checks

Compares the incoming values for Vun, *Vcr*, pressure and temperature on sites that have dual logging devices between the two devices. This comparison identifies logger failures ranging from input card drift to full logger failure.

Trend checks

A range of trend checks is conducted on hourly and daily data by comparing the current data with historical data. This is possible as almost all meter sites have a fixed delivery pressure and a fairly constant delivery temperature when the meter is flowing. The aim of the check is to identify issues such as transmitter drift and flow meter contamination.

Three categories of checks are used:

- **Intra Day Checks**

   Compares hourly temperature and pressure for each hour if the gas day during periods of consumption.

- **3 Week Pressure Transmitter Drift Check**

   Average daily pressure of current gas day against average daily pressure for current gas day – 21.

- **Gas Consumption Trend**

   Vcr for the current gas day is compared against the *Vcr* for current gas day – 7.

Pass / Fail Limits

Pass and fail limits are set individually per site in ATCO Gas Australia's Gas Distribution Billing Data Verification (GDBDV) system, thus enabling effectual checks rather than having to adjust the pass / fail window to the lowest common denominator.

When GDBDV determines that a check fail the operator is alerted. Different alarm types exist and they range from:

- **Alert only** where the data is accepted automatically and the operator investigates the issue at a later stage and decides if corrective action is required.

- **Alert and operator release**. The Operator views the data and decides if it is accepted, amends the data or instructs the system to generate an estimate.

- **System Generate Estimate**. Where the system generates an estimate without seeking the operator's input, this typically occurs when there has been no data received for a site.

Estimation of Data for Basic Meters

Type 1 Estimation Methodology ("Same Time Last Year")

ATCO Gas Australia uses this estimation methodology where the distribution supply point in respect of which the estimated value is to be calculated has at least 12 months consumption history. Where consumption is to be estimated the process is as follows:

Step 1. Calculate the mid-date of the estimation period.

Get the Start Date for the estimation period based on the most recent verified meter read.

Mid Date = Start Date + ½ (Estimation Date – Start Date)

{Example: If the date that consumption is to be estimated is for 31 Mar 2003 and the most recent verified meter read is 31 Dec 2002 then the mid period date is 14 Feb 2003.

Mid Date = 31 Dec 2002 + ½ (31 Mar 2003 – 31 Dec 2002) = 14 Feb 2003}

Step 2. Retrieve the same time last year meter reading interval

Retrieve the verified meter read with a Start Date prior to the Mid Date in the previous year and with an End Date on or after the Mid Date in the previous year.

{Example: Retrieve same time last year meter reading interval for the site where start date is on or before 14 Feb 2002 and whose end date is on or after 14 Feb 2002.}

Step 3. Calculate the average daily consumption for the same time last year meter reading interval

Divide the consumption (i.e. energy consumption, in MJ) in the same time last year meter reading interval by the number of days in the same time last year meter reading interval to give the average daily consumption. Multiply this average daily consumption by the number of days in the Estimation period.

{Example:

2002		*2003*	
Same Time Last Year Reading Interval		*Meter Reading Interval to be Estimated*	
Verified Start meter read	*Verified End meter read*	*Previous Verified meter read*	*Estimation date*
10 Jan 2002	*28 Mar 2002*	*31 Dec 2002*	*31 Mar 2003*
77 Days *Consumption 6000 MJ*		*90 Days* *Consumption?*	

Average Daily Consumption = 6000/77 = 77.92 MJ/Day

Estimation date (31 Mar 2003) – Date of previous verified meter read (31 Dec 2002) x MJ/Day

= 90 x 77.92 = 7012.8MJ}

If there is insufficient historical information or the number of days in the same time last year meter reading interval is less than 25 days then use the Type 2 Estimation Methodology.

Type 2A Estimation Methodology ("Same Time Last Period")

ATCO Gas Australia uses this Estimation Methodology where the distribution supply point in respect of which the estimated value is to be calculated has less than 12 months consumption history or where the Type 1 Estimation Methodology could not otherwise be used. Where consumption is to be estimated:

Step 1. Retrieve the same time last period meter reading interval

Retrieve the verified meter read with a meter read date prior to the Start Date of the Estimation period.

{Example: If the date that consumption is to be estimated for is 31 Mar 2003 and the most recent verified meter read is 31 Dec 2002 then search for the next most recent verified meter read.

Estimation Date	Most recent verified meter read date	Next most recent verified meter read
31 Mar 2003	31 Dec 2002	30 Sep 2002

Therefore the same last period meter reading interval will be 30 Sep 2002 to 31 Dec 2002.}

Step 2. Calculate the average daily consumption for the same time last period meter reading interval

Divide the consumption (i.e. energy consumption, in MJ) in the same time last period meter reading interval by the number of days in the same time last period meter reading interval to give the average daily consumption. Multiply this average daily consumption by the number of days in the Estimation period.

{Example:

Same Time Last Period Meter Reading Interval		Meter Reading Interval to be Estimated	
Verified Start meter read	Verified End meter read	Previous Verified meter read	Estimation date
30 Sep 2002	31 Dec 2002	31 Dec 2002	31 Mar 2003
92 Days Consumption 5000 MH		90 Days Consumption?	

Average Daily Consumption = 5000/92 = 54.35 MJ/Day

Estimation date (31 Mar 2003) – Date of previous verified meter read (31 Dec 2002) x MJ/Day

= 90 x 54.35 = 4891.3MJ}

If there is insufficient historical information or the number of days in the same time last period meter reading interval is less than 25 days then use the Type 3 Estimation Methodology.

Type 2B Estimation Methodology ("Average Daily Consumption")

ATCO Gas Australia uses this estimation methodology where the Type 1 or Type 2A Estimation Methodologies could not otherwise be used (e.g. for a newly commission supply point). In this case an Average Daily Consumption figure for the supply point is used to derive an estimate. The Average Daily Consumption figure is an energy value (in MJ) stored against the individual supply point. It is updated on an ongoing basis whenever a verified meter read is received. For new sites, the Average Daily Consumption is defaulted, depending upon the meter type:

- For an AL6 meter: 100 MJ/d

- For an AL12 meter: 550 MJ/d

- Other Basic Meters: Based on a nominal annual usage for that particular consumer

Where consumption is to be estimated, multiply the Average Daily Consumption by the number of days in the Estimation period.

Type 3 Estimation Methodology ("Otherwise Determined")

Where none of the Types of estimates provided in sections 2.1.3.1 to 2.1.3.3 is appropriate, a user and a network operator may agree an estimate.

Estimation of Data for Interval Meters

Dual Device Sites

When there is no validated primary data then an estimate will be based on using a copy of validated secondary data for the same period. If there is no validated secondary data available then an estimate will be made using the "same time last week" approach.

Single Device Sites

When there is no validated data then estimate will be made using the "same time last week" approach.

"Same Time Last Week" Method

The value to be used as a substitution is taken from the same time of day as the interval to be substituted from a "Similar Day" of the previous week (or from within the current week for some weekdays). Public Holidays (PH) are treated as if they were a Sunday. Saturday and Sunday are to be treated normally even if they fall on a PH. The table below is based on the starting point that whilst Monday and Friday consumption patterns may be different from other weekdays the remaining weekdays are interchangeable. The "Alternate" and "2nd Alternate" similar days are used when the original "Similar" day is unsuitable because it falls on a PH.

Substitution Day	"Similar Day" Day that is not a PH	"Alternate Similar Day" Day to be used if the "Similar Day" is PH	"2nd Alternate Similar Day" Day if both "Similar Day" and "Alternate Similar Day" are PH
Weekday PH	Most recent Sunday		
Monday, not PH	Most recent Monday not a public holiday		
Tuesday, not PH	Tuesday last week	Wednesday last week	Thursday last week
Wednesday, not PH	Wednesday last week	Tuesday this week	Thursday last week
Thursday, not PH	Thursday last week	Wednesday this week	Tuesday this week
Friday, not PH	Most recent Friday not a public holiday		
Saturday, incl. PH	Most recent Saturday		
Sunday, inc. PH	Most recent Sunday		

Examples: If we fail to get data for a site on Monday the 8th of January 2007. In accordance with the table we would first try Monday 1 January 2007, and as this is a public holiday, we next try Monday 25 December 2006, and as this is also a public holiday we finally end up using the data from Monday 18th December 2006 as estimate for Monday the 8th of January 2007.

Similarly if we need data for Friday the 2nd of May 2003, we first try Friday 25 April, ANZAC day, next try Friday 18 April, Good Friday, and finally use Friday 11th April.

Estimates from estimated data

The data from the "Similar Day" is used irrespective whether it is actual data, or that data itself was an estimate.

Lack of substitute data

If there is no suitable substitute day, for instance due to a lack of historical data on a new site, than the estimate may be determined in any method deemed suitable by the operators at his/her sole discretion.

One method the operator may consider is to derive an estimate using the nominal consumption, as agreed under the haulage contract, for that site and assuming a 9 hr a day, 7 day a week operation. The nominal annual consumption is divided by 3285 (9 Hrs * 365 Days) to determine the hourly flow to be used as estimate for each of the hours between 8 AM to 5 PM. The remaining hours between 5 PM to 8 AM are estimated as zero.

Anticipated Annual Consumption

Anticipated annual consumption is determined in accordance with the following table by having regard to the size of the meter installed at the delivery point:

Meter Size	Anticipated Annual Consumption
- For an AL6 meter:	100 MJ/d
- For an AL12 meter:	550 MJ/d
- Other Basic Meters:	Based on the nominal annual usage for that particular consumer

– AEMO's Estimation Methodology for Gate Point Data, Net System Load and Interval Meters

Estimation of Data for Interval Meters

In relation to estimates for a time interval of the 'Substitution Day' for net system load and interval meters, *AEMO* is to create an estimate of the data using the *like day substitution methodology* by using data from the same time interval of the first available 'Preferred Day' (as detailed in the table below) unless:

- The substitution day was a public holiday, in which case the most recent Sunday is to be used.

- The substitution day was not a public holiday but the 'Preferred Day' is a public holiday, in which case the substitution 'Preferred Day' to be used must be the most recent Preferred Day that is not a public holiday.

Substitution Day	Preferred Day (in order of availability)
Monday	Monday**
Tuesday	Tuesday** Wednesday** Thursday**
Wednesday	Wednesday** Tuesday* Thursday** Tuesday**
Thursday	Thursday** Wednesday* Tuesday* Wednesday** Tuesday**
Friday	Friday**
Saturday	Saturday**
Sunday	Sunday**

Note: *   Occurring in the same week as the substitution day.

      **   Occurring in the week preceding that in which the substitution day occurs.

Examples: If we fail to get data for a site on Monday the 8th of January 2007. In accordance with the table we would first try Monday 1 January 2007, and as this is a public holiday, we next try Monday 25 December 2006, and as this is also a public holiday we finally end up using the data from Monday 18th December 2006 as estimate for Monday the 8th of January 2007.

Similarly if we need data for Friday the 2nd of May 2003, we first try Friday 25 April, ANZAC day, next try Friday 18 April, Good Friday, and finally use Friday 11th April.

Estimation of Data for Gate Point Meters

In relation to estimates for a time interval of the 'Substitution Day' for *gate point metering data*, *AEMO* is to create an estimate of the *gate point metering data* using the *nomination estimation methodology* as outlined below.

The estimate of the *gate point metering data* is to be created by summing the *profiled pipeline nominations* for the relevant *gate point* for the relevant *gas day*

Appendix 3 – Calculation of the MIRN checksum

Calculating the MIRN checksum

Under these *procedures*, a one digit checksum is used to reduce the frequency of *MIRN* data entry errors which cause *transfer errors*.

A summary of the algorithm used to create the *MIRN checksum* is:

1. Double the ASCII value of alternate digits within the *MIRN* beginning with the right-most digit.

2. Add the individual digits comprising the products obtained in step 1 to each of the unaffected ASCII value digits in the original number.

3. Find the next highest multiple of 10.

4. The check digit is the value obtained in step 2 subtracted from the value obtained in step 3.

If the result of this subtraction is 10 then the check digit is 0.

Section 0 provides a worked example of the algorithm. Section 0 provides samples.

The *MIRN checksum* is always a numeric character.

The checksum is required for applications where data entry occurs and there is a risk of character transposition, for example from paper to electronic systems or through an interactive telephone service.

Worked example

Summary

The logic of the algorithm can be summarised as:

(a) Individually process each numeric character in the *MIRN*, starting with the right most.

(b) For each character:

    (i)   convert the character to its ASCII value; and

    (ii)   for the right most character and each alternate character reading left, double the ASCII value obtained in Step (b)(i) above; and

    (iii)   calculate the sum of the individual digits of the ASCII value to a register holding the total added value for the *MIRN checksum*.

(c) Subtract the total added value register from the next highest multiple of 10.

If the result is 10, the checksum is 0, otherwise the result is the checksum.

The *MIRN* for the example is **5600012357**

Worked example

Step 1: Initialise variables used by the process

    (d) **Double_This_Char** is a Boolean that indicates whether the character currently being processed should be doubled.

    (e) **Char** is the character currently being processed, as it appears in the *MIRN*.

    (f) **ASCII_Char** is the ASCII value of **Char**.

    (g) **Total** is the running sum of the digits generated by the algorithm.

    (h) **Checksum** is the final result.

    At the start of the process:

- **Double_This_Char = True** because the right most character, and then every alternate character, is doubled by the algorithm.

- **Total = 0**

- **Checksum = NULL**

Step 2: Read the MIRN character by character, starting with the right most character

    e.g.. Char = 7

Step 3: Convert the character to its ASCII value

    e.g.. ASCII_Char = 55

Step 4: Double the ASCII value if the character is the right most of the MIRN or an alternate

    e.g.. ASCII_Char = 110

    Double_This_Char = Not Double_This_Char

Step 5: Add the individual digits of the ASCII value to the Total

    e.g.. Total = Total + 1 + 1 + 0 (i.e. Total = 2)

Performing steps 2 through 5 for each character in our example *MIRN* gives the following results:

Character	Total Before	ASCII Value	Double?	Doubled Value	Total After
7	0	55	Y	110	2 (1+1+0)
5	2	53	N	53	10 (2+5+3)
3	10	51	Y	102	13 (10+1+0+2)
2	13	50	N	50	18 (13+5+0)
1	18	49	Y	98	35 (18+9+8)
0	35	48	N	48	47 (35+4+8)
0	47	48	Y	96	62 (47+9+6)
0	62	48	N	48	74 (62+4+8)
6	74	54	Y	108	78 (74+1+0+8)
5	83	53	N	53	91 (83+5+3)

The value of **Total** after processing the entire *MIRN* is 91.

The next highest multiple of 10 is 100.

Therefore, the *MIRN checksum* = 100 – 91 = 9

Samples

The following checksums were calculated under clause 3.1.2. The *MIRN* and *MIRN checksums* are provided to assist participants in checking their implementation of the *MIRN checksum* algorithm.

MIRN	MIRN checksum	MIRN	MIRN checksum
5500000278	4	5600000278	2
5500003074	5	5600003074	3
5500008129	2	5600008129	0
5500012357	1	5600012357	9
5500023478	0	5600023478	8
5500047359	4	5600047359	2

MIRN	MIRN checksum	MIRN	MIRN checksum
5500067253	5	5600067253	3
5500079467	6	5600079467	4
5500089000	8	5600089000	6
5500099352	6	5600099352	4
5500102781	5	5600102781	3
5500139654	8	5600139654	6
5500200000	4	5600200000	2
5500289367	3	5600289367	1
5500346583	7	5600346583	5

Appendix 4 – Auditor's deed of undertaking

THIS DEED POLL is made on the   day of
        20___

RECITALS:

A.   Under Part 7.2 of the Retail Market *Procedures*, the Covenantee has appointed the Covenantor as the independent auditor to audit those Records as are necessary to verify the Covenantee's compliance with the Retail Market *Procedures*.

B.   During the audit investigations the Covenantor may be provided with or given access to Confidential Information for the purpose of auditing the Covenantee's compliance with the Retail Market *Procedures* (**"Purpose"**).

C.   The Covenantee requires the Covenantor, and all persons whom each Covenantor proposes, and considers it necessary, to give or make Confidential Information available for the Purpose, to provide confidentiality undertakings in the form of this Deed.

D.   The Covenantor by this Deed now makes the several promises, undertakings, acknowledgments and warranties contained in this Deed, for the benefit of the Covenantee.

OBLIGATIONS

1.   The Covenantor covenants with the Covenantee as follows:

   (a)   subject to clauses 2 and 3, to keep strictly secret and confidential the Confidential Information and not to divulge or disclose in any manner whatsoever the Confidential Information to any person or use the Confidential Information other than strictly for the Purpose;

   (b)   that any person who has executed a confidentiality undertaking pursuant to clause 2 will not commit or allow to be committed a breach of the confidentiality undertaking signed by it;

   (c)   the Covenantor will not reproduce, copy or transcribe, nor allow to be reproduced, copied or transcribed, in any form the Confidential Information, except where (and to the extent) reasonably necessary for the purpose of assisting the Covenantor for the Purpose;

   (d)   if requested by the Covenantee, the Covenantor will immediately return to the Covenantee, or destroy as the Covenantee directs, all original documents containing any Confidential Information and any copies of those documents and remove from electronic, magnetic or other non-tangible storage all Confidential Information, including in all cases such information combined with any other information, and certify to the

Covenantee (in the case of a corporation, signed by a director) that they have discharged its obligations under this clause;

    (e)   the Covenantor will ensure that the Confidential Information is stored in any manner or form which the Covenantee may reasonably require from time to time;

    (f)   the Covenantor will maintain an up to date register of all persons to whom the Covenantor has disclosed Confidential Information, and must immediately provide a copy of that register to the Covenantee whenever requested; and

    (g)   the Covenantor will not, without the prior written consent of the Covenantee, make any enquiries of or hold any discussions with any representatives, directors, employees, officers, financiers, customers, suppliers or consultants of the Covenantee in connection with the Confidential Information or the Purpose.

2.   The Covenantor may disclose the Confidential Information to an employee, servant, director, adviser, consultant or agent of the Covenantor, who is assisting the Covenantor for the Purpose, and to any employee of such adviser, consultant or agent involved in assisting the Covenantor for the Purpose, but only if that person has been approved in writing by the Covenantee, informed by the Covenantor about the confidential nature of the Confidential Information, is a person to whom it is necessary to disclose the Confidential Information for the purposes of assisting the Covenantor for the Purpose and only if that person has executed and delivered to the Covenantee a deed of confidentiality in substantially the same form as this Deed.

3.   The Covenantor undertakes that if it is compelled to disclose any Confidential Information, or otherwise proposes to disclose any of the Confidential Information because of a *law* or an order of a court or tribunal, the Covenantor:

    (a)   will provide prompt *notice* to the Covenantee of the same in order that the Covenantee may seek a protective order, exemption from production or other appropriate remedy;

    (b)   will only disclose the relevant Confidential Information which there is a legal compulsion to disclose; and

    (c)   will provide the Covenantee with all reasonable assistance and co-operation that they consider necessary to prevent the disclosure of the relevant Confidential Information.

4.   The Covenantor acknowledges that the Confidential Information given or made available to the Covenantor contains information that is confidential to the Covenantee and the improper use or disclosure of that Confidential Information may cause loss or damage to the Covenantee. In the event of a breach or threatened breach of the terms of this Deed by the Covenantor, the Covenantee will be entitled to seek an injunction restraining the Covenantor from committing

any or further breach of this Deed without having to show or prove any actual damage sustained by the Covenantee.

5. The Covenantor agrees with the Covenantee to indemnify and keep indemnified the Covenantee from and against any loss or expense of any nature whatsoever, including consequential loss, which the Covenantee may suffer or incur arising directly or indirectly from any breach by the Covenantor or any of the persons referred to in clause 2 of this Deed of the promises, undertakings, acknowledgments and warranties contained in this Deed or in a confidentiality undertaking signed by them.

6. The Covenantor must promptly *notify* the Covenantee if it becomes aware of any suspected or actual unauthorised access, use, copying, disclosure, damage or destruction by any person to whom it has divulged all or any part of the Confidential Information or who becomes aware of the Confidential Information in an unauthorised way and must give the Covenantee all reasonable assistance in connection with any proceedings which the Covenantee may institute against that person for breach of confidence or otherwise.

7. The Covenantor acknowledges and agrees that any Confidential Information provided prior to the execution of this Deed by the Covenantee or by any person acting on its behalf, to the Covenantor, or to an employee, servant, director, adviser, consultant or agent of the Covenantor, or any employee of such adviser, consultant, agent or financier, was imparted in confidence and that any such information shall be subject to the terms of this Deed as if it were disclosed after the date of this Deed.

8. The Covenantor acknowledges that certain of the Confidential Information may comprise information or materials in respect of which the Covenantee, its officers, employees or advisors may at any time wish to claim legal professional privilege and the Covenantor undertakes that it or any person referred to in clause 2 will not at any time take any action, or permit any action to be taken by another person, with the purpose of defeating such claim of legal professional privilege by reason that its disclosure pursuant to this Deed has deprived that Confidential Information of the requisite character of confidentiality.

9. The Covenantor agrees to provide a Report to the Covenantee within 2 months after the end of the year to which the Audit relates, which contains the information and content as set out in clause 359 of the Retail Market *Procedures*.

10. The Covenantor agrees to provide a copy of its Report to any *participant* or Interested Person nominated by the Covenantee.

11. The Covenantor acknowledges and agrees that the right, title, interest and intellectual property in the Report vests in the Covenantee.

12. The Covenantor warrants that it has full legal capacity to provide the several promises, undertakings, acknowledgments and warranties contained in this Deed.

13. The Covenantor warrants that its execution of this Deed is in the proper form and that it believes and intends to be bound by the provisions of this Deed.

14. The Covenantor promises to *notify* the Covenantee immediately if any warranty contained in this Deed ceases to be true and immediately any promise, acknowledgment or undertaking contained in this Deed is breached or is not performed as and when required by this Deed to be performed.

15. The Covenantor acknowledges and agrees that the promises, undertakings, acknowledgements and warranties contained in this Deed are for the benefit of the Covenantee and may be pleaded by any person entitled to the benefit of this Deed in bar to any claim by the Covenantor or any person claiming through the Covenantor.

16. Unless the context otherwise requires, terms in this Deed have the same meaning as given to them in the Retail Market *Procedures* and in this Deed:

> "**Audited Person**" means each of a *participant* or AEMO (as applicable).
>
> "**Confidential Information**" means:
>
> (i) the terms of this Deed and the information contained in it and all other information supplied to or received by the Covenantor in connection with the Retail Market *Procedures* and the Purpose; and
>
> (ii) Intellectual Property Rights in the information and knowledge referred to in paragraph (i) of this definition,
>
> **except for**:
>
> (iii) any information which was in the public domain prior to its disclosure to the Covenantor or, which after such disclosure, enters the public domain through no act or omission of the Covenantor or any of the persons referred to in clause 2 of this Deed; and
>
> (iv) any information provided to the Covenantor (without restriction as to its use or disclosure by the Covenantor) by a third party who is legally entitled to possess the Confidential Information and provide it to the Covenantor.
>
> "**Covenantee**" means AEMO or a *participant* (as applicable).
>
> "**Covenantor**" means **[*insert name and address details of the independent auditor that has been appointed*].**
>
> "**Intellectual Property Rights**" means any rights in relation to any copyright, trade mark, design, drawing, patent, know-how, secret process and any other similar proprietary rights and the rights to the registration of the rights, whether created, formed or arising before or after the date of this Deed.

"**person**" will be taken to include a body corporate, an unincorporated association, a firm or partnership (whether limited or unlimited) and an authority or organisation notwithstanding that any of them may not be legal persons and includes a person's executors, administrators, heirs, successors and assigns.

"**Records**" means those records required to be kept by the Covenantee for the purposes of an audit conducted under Part 7.2 of the Retail Market *Procedures*.

"**Report**" means the report prepared by the Covenantor as a result of undertaking the purpose in accordance with this Deed.

"**Retail Market Procedures**" means the market *procedures* dated [insert date].

(b)   A reference to the publishing of information will be taken to include a reference to the dissemination or communication of that information in any manner or form whatsoever.

(c)   A reference to the copying or storage of information will be taken to refer to any form of reproduction, copying or storage, including, but not limited to, reproduction, copying or storage in electronic, electronically assisted, or magnetic form or microform.

(d)   A reference to Confidential Information will include a reference to the whole or part thereof, and will extend to include the Intellectual Property Rights in the Confidential Information.

(e)   Where two or more persons undertake an obligation or give a warranty, they do so, and an obligation or warranty in favour of two or more persons benefits them jointly and severally. A word importing a gender includes every other gender.

(f)   This Deed will be construed and take effect in accordance with the *laws* of the jurisdiction in which the Covenantee resides and the applicable *laws* of the Commonwealth.

(g)   The warranties, promises, acknowledgments and undertakings given in this Deed are continuing.

(h)   Waiver of any right arising from a breach of this Deed or of any right, power, authority, discretion or remedy arising upon default under this Deed must be in writing and signed by the party granting the waiver. A failure or delay in exercise, or partial exercise, of a right arising from a breach of this Deed, or a right, power, authority, discretion or remedy created or arising upon default under this Deed, does not result in a waiver of that right, power, authority, discretion or remedy.

(i)   Any *notice* or consent required to be given under this Deed must be in writing and shall be deemed to have been duly made or given if sent by facsimile clearly marked "urgent", to a person at the destination set out below in respect of that person or such other destination as that person may from time to time provide (and is deemed to have been received on the date of transmission provided the sender's facsimile machine produced a simultaneous report of complete and satisfactory transmission):

       (i)   **Covenantee:**

           [*Name of Covenantee*]

           [*Address of Covenantee*]

           Facsimile No: [*Insert Facsimile Number*]

           Attention: [*Insert Name of Person and Title*]

       (ii)   **Covenantor:**

           [*Name of Independent Auditor*]

           [*Address of Independent Auditor*]

           Facsimile No: [*Insert Facsimile Number*]

           Attention: [*Insert Name of Person and Title*]

EXECUTED AS A DEED

Signed for and on behalf of   )

[   ]   )

by   )

Position:)

)

in the presence of:)

....

(Witness signature)

....

(Witness name)

....

(Witness address)

Appendix 5 – Calculations, Rounding and Units

Rounding

Where a *participant, pipeline operator* or *prescribed persons* is required to calculate a value under these *procedures*, the calculation must not truncate any value.

A derived value has accuracy equal to the accuracy of the least accurate input variable to the calculation.

For example:

For a value derived from the product of two variables, one accurate to two decimal places and one accurate to three decimal places, the product will initially be set to three decimal places to allow for rounding to a final precision of two decimal places.

Rounding will only be applied to the final value derived in the calculation process. If the last digit is a 5, the value is rounded up.

For example:

ROUND	2.14	to one decimal place	equals 2.1
ROUND	2.15	to one decimal place	equals 2.2
ROUND	2.159	to one decimal place	equals 2.2
ROUND	2.149	to two decimal places	equals 2.15
ROUND	1.485	to two decimal places	equals 1.49

Calculations

In all cases:

$$TE = PCF \times HV \times V$$

where:

TE = total energy;

PCF = *pressure correction factor*;

HV = Heating Value; and

V = volume.

Example 1 Total Energy Calculation:

PCF of 1.0989

HV of 39.81

Volume of 200

Total energy = 1.0989 * 39.81*200

                = 8749.4418

Rounded to 8749

Example 2 Total Energy Calculation:

PCF of 1.0989

HV of 41.89

Volume of 200

Total energy = 1.0989 * 41.89* 200

                = 9206.5842

Rounded to 9207

Example 3 Total Energy Calculation:

PCF of 1.0989

HV of 38.55

Volume 345 hundred cubic feet

Total energy = 1.0989*38.55*(345*2.832)

                = 41389.94982

Rounded to 41390

Units

The total energy calculated by network operators will be expressed in megajoules for all meters.

Appendix 6– Requirements for explicit informed consent

Requirements for explicit informed consent

A *customer's* consent will be *explicit informed consent* if the consent is given:

(a)   expressly; and

(b)   orally or in writing; and

(c)   after the *user* has in plain language appropriate to that *customer* disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and

(d)   by a person competent or authorised to give it on the *customer's* behalf.

Records of explicit informed consent

A *user* must:

(e)   create a record of each *explicit informed consent* received.

(f)   *maintain* the record for a period of at least 2 years from the date of the *explicit informed consent*.

(g)   provide a copy of the record to *AEMO* within 10 *business days* after *AEMO* requests it.

A record under clause (e) must:

(h)   be in a form capable of examination by *AEMO* under clause 73(4)5 and of audit under clause 350;

(i)   include such information as enables *AEMO* or the auditor to verify the *user's* compliance with clauses 55A, 72(1), 72(4), 74A, 79(1), 79(4), 166A and 349 and this Appendix 6.

Appendix 7 – Swing Service Provision Umbrella Deed (SSPUD)

Dated [……]

PARTIES

1.   *[Insert name of SSP]*; and

2.   The *users* specified in the Schedule to this deed as added to from time to time under clause 5.3; and

3.   *AEMO*.

BACKGROUND

A.   *AEMO* and the *users* are participants in the gas retail market governed by the Retail Market *Procedures* (**"procedures"**).

B.   Under the *procedures*, *users* from time to time must acquire *swing service* for a *gate point*.

C.   Under the *procedures*, *AEMO* administers two *bid stacks* for each *gate point,* one each for the provision and acquisition of *park swing service* and *loan swing service*.

D.   The *SSP* may wish to supply *swing service* by bidding into a *bid stack*.

E.   This deed governs the *SSP's* participation in that process.

F.   This deed applies in respect of each *gate point* at which *AEMO* administers a *bid stack*.

G.   Under the *procedures*, after applying the *bid stack* processes for a *gas day*, *AEMO* issues *contract notes* which specify the *gate point*, the *user's SSA* (which is the amount of *park swing service* or *loan swing service* provided to the *user*), the *swing service provider* which is providing it, the *user* which is receiving it, the *MCP(TSS(BS))* or *MCP(ANUSA)* and the FSS (which is the amount payable by the *user* to the *swing service provider*).

H.   This deed governs the effect of a *contract note* which specifies the *SSP* as providing *swing service*, and sets out the rights and obligations of the *SSP* and the *contracted user* under the *swing service contract* which arises when the *contract note* is issued.

THE PARTIES AGREE:

1. INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following definitions apply in this deed and a *swing service contract*:

"AEMO" has the meaning given ~~to it~~ in the *procedures*.

"bid stack" means a bid stack operated by *AEMO* under the *procedures*.

"business day" has the meaning given ~~to it~~ in the *procedures*.

"contract note" means a notice given to the *SSP* and the *user* by *AEMO* under clause 296.

"contracted charge" means the total charge payable specified in a *contract note*, which is the *FSS*.

"contracted gate point" means the *gate point* between the *pipeline* specified in a *contract note* and the *sub-network* specified in the *contract note*.

"contracted service" means the amount of *park swing service* or *loan swing service*, as applicable, specified in the *contract note*, which is the *SSA*.

"contracted user" means the *user* specified in a *contract note*.

"force majeure event" in relation to any person, means any fact beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any liability of that person under any agreement, but excluding any fact resulting from any action, or omission or default of that person, or any agent of that person.

"FSS" has the meaning given ~~to it~~ in the *procedures* and is also defined as the *contracted charge*.

"gas day" has the meaning given ~~it~~ in the *procedures*.

"gate point" has the meaning given ~~to it~~ in the *procedures*.

"governmental agency" means:

(a) the Crown, any government, any governmental ministry or department; or

(b) any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, federal, state, national, municipal, local, judicial or regulatory:

    (i) entity;

(ii)   agency;

(iii) instrumentality;

(iv)   utility;

(v)   authority;

(vi)   court;

(vii) commission;

(viii) body; or

(ix)   tribunal.

"governmental consent" means:

(a)   any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with any *governmental agency*;

(b)   in relation to any act, matter or thing which would be legally prohibited or restricted in whole or in part if any *governmental agency* intervenes or acts in any manner within a specified period after its lodgement, filing, registration or notification, the expiry of that period without intervention or action;

(c)   in relation to any present or future agreement or document created or action performed by any person, means any governmental consent within any previous meaning necessary or desirable for the execution, performance, validity, enforceability, priority effectiveness or transfer of any asset of or under that agreement, document or action;

(d)   in relation to any business activity at any time, any governmental consent within any previous meaning necessary or desirable for the performance of that business activity at that time; and

(e)   in relation to any present or future agreement, document, consent or asset created or held by any person at any time, means any governmental consent within any previous meaning necessary or desirable to prevent default, invalidation or a prejudicial effect under or in relation to that agreement, document, consent or asset at that time.

"insolvency event" in relation to any person means:

(a)   (**attachment**): the fact of any attachment against any asset of the person;

(b)   (**security enforcement**): the enforceability of any security interest over any asset of the person securing payment for any amount subsequent to the occurrence of any default event under that security interest;

(c) (**receivership**): the appointment of any receiver over, or possession taken by any secured *party* of, any asset of the person;

(d) (**insolvency**): cessation of payment generally by the person or the inability of the person, or the other *party* to this deed (**"other party"**) reasonably deciding that the person is unable, to pay all its debts as and when they become due and payable;

(e) (**administration**): the appointment of any administrator of the person;

(f) (**liquidation**): any legal action, not being in the decision of the other *party* a disputed action, being commenced, judicial order made or resolution passed for the liquidation of the person; or

(g) (**debt arrangement**): the creation by the person of any debt arrangement with its creditors generally or any class of creditors.

"law" includes present and future:

(a) written and unwritten laws of the Commonwealth, Western Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of this deed; and

(b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any *governmental agency* or authority.

"loan swing service" means a service whereby a *SSP* permits a *user* to 'borrow' (or notionally withdraw) gas from a *pipeline* at a *gate point*, on the terms of a *swing service contract*. To avoid doubt, the provision of a loan swing service by a *SSP* involves the supply of a gas capacity service and it does not involve the physical supply of gas.

"market share" has the meaning given ~~to it~~ in the *procedures*.

"market tasks" means the tasks performed by *AEMO* under the *procedures*, referred to in clause 6.2.

"MCP(ANUSA)" has the meaning given ~~to it~~ in the *procedures*.

"MCP(TSS(BS))" has the meaning given ~~to it~~ in the *procedures*.

"park swing service" means a service whereby a *SSP* permits a *user* to 'park' (or notionally store) gas in a *pipeline* at a *gate point*, on the terms of a *swing service* contract. To avoid doubt, the provision of a park swing service by a *SSP* involves the supply of a gas capacity service and it does not involve the physical supply of gas.

"participating user" in relation to a:

(a) a *sub-network*, means that the *user* is a *user* for the *sub-network* as set out in clause 3(2)(i); and

(b) a *gate point*, means that the *user* is a *user* for the *sub-network*, as set out in clause 3(2)(i), for the *sub-network* for the *gate point* as set out in clause 3(2)(h)(iii).

"parties" means the *SSP* and the *users*, and **"party"** means any of them.

"prescribed interest rate" means five annual percentage points above the Reserve Bank of Australia cash rate applying from time to time.

"procedures" means (in accordance with clause 3.3) the Retail Market *Procedures* as in force from time to time, and a reference to **"clause"** followed by a number is a reference to the clause so numbered in the *procedures* as at the date of this deed (as the clause is amended, substituted and renumbered from time to time).

"related body corporate" has the meaning given to it in the *procedures*.

"repay" in relation to *swing service* means:

(a) for *loan swing service* — to cause the gas which was notionally borrowed from a *pipeline* under the *loan swing service* to be repaid; and

(b) for *park swing service* — to cause the gas which was notionally stored in the *pipeline* under the *park swing service* to be retrieved.

To avoid doubt, the repayment of *swing service* by a *user* does not involve the physical supply of gas.

"service period" means the period beginning on the *gas day* (*gas day D*) specified in the *contract note* under clause 296(h) (**"specified day"**) and ending at the end of the second *gas day* after the *specified day* (*gas day D+2*).

"SSP" means the person named above at item 1 under the heading "Parties".

"swing service" means *park swing service* or *loan swing service*.

"swing service contract" means the contract which arises under clause 7 from the giving of a *contract note*.

"**user**" means a person who is registered as a *user* under the *procedures*.

"users" means, subject to clause 2.2(b), all the *users* collectively as a *party* to this deed.

1.2 Interpretational Rules

Rules of interpretation apply to this deed as specified in this provision, unless the context otherwise requires:

(a) (**headings**): headings and subheadings are for convenience only and do not affect interpretation;

(b) (**persons**): a reference to **"person"** includes a public body, company, or association or body of persons, corporate or unincorporated;

(c) (**plurality**): words denoting the singular number include the plural, and vice versa;

(d) (**laws**): a reference to a *law* includes any amendment or re-enactment of it that is for the time being in force, and includes all *laws* made under it from time to time;

(e) (**gender**): words denoting any gender include all genders;

(f) (**variations**): any grammatical or linguistic variation of a defined word or expression has a corresponding meaning;

(g) (**parties**): any reference to a party to any agreement or document includes its successors and permitted assigns;

(h) (**amendments**): any reference to any agreement or document includes that agreement or document as amended at any time;

(i) (**references**): any reference to a clause, schedule, annexure, exhibit or attachment is a reference to a clause of, or schedule, annexure, exhibit or attachment to, this deed;

(j) (**specifics**): any specific reference to or listing of items following the word **"including"** does not exclude application to other items, whether or not in the same class, category or genus as any specified or listed items;

(k) (**time**): the expression **"at any time"** includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;

(l) (**under**): the word **"under"** includes "by", "by virtue of", "pursuant to" and "in accordance with";

(m) (**consents**): the expression **"prior consent"**, in relation to any provision which prohibits or restricts any action by any *party* except with the prior consent of any *other party*, means the prior written consent of that *other party*, and includes reference to the fact that any consent may in the absolute and uncontrolled decision of that *other party* be refused or given subject to the performance of any condition or other provision; and

(n) (**italics**): where italic typeface has been applied to some words and expressions, it is solely to indicate that those words or phrases may be defined in clause 1.1 or elsewhere, and in interpreting this deed, the fact that italic typeface has or has not been applied to a word or expression is to be disregarded.

2. APPLICATION

2.1 There is no clause 2.1.

2.2 There is no clause 2.2

2.3 This deed covers all sub-networks

(a) This deed applies in respect of each *bid stack* operated by *AEMO* under the *procedures*.

(b) In relation to any circumstance or liability associated with a *bid stack*, *gate point* or *sub-network,* a reference to the **"users"** is a reference to those of the *users* who are *participating users* in the *sub-network*.

2.4 Users to provide schedule

From time to time, and at any time upon reasonable request by the *SSP*, the *users* must give the *SSP* a schedule identifying:

(a) each *sub-network* at which *AEMO* operates a *bid stack*, and

(b) for each sub-network, the participating users.

3. THE PROCEDURES, THIS DEED AND A SWING SERVICE CONTRACT

3.1 Procedures govern process

The *procedures* establish the terms on which:

(a) the *SSP* may bid into the *bid stack*; and

(b) *AEMO* will assess the validity of *bids*, administer the *bid stack* and undertake *swing service* calculations and allocations; and

(c) AEMO will issue a contract note,

and to the extent necessary to achieve this result the relevant *procedures* have effect as terms of this deed.

3.2 References to this deed include a swing service contract

Unless the contrary intention is expressly stated, a reference in this deed to a right or obligation under this deed (or like expressions) includes a right or obligation under a *swing service contract*.

3.3 Changes to the procedures

(a) For the purposes of this deed the *procedures* which apply are the *procedures* as amended from time to time (including after the date of this deed) under:

(i) the *procedures* (as amended from time to time); and

(ii) the *WA Gas Retail Market Agreement* (as amended from time to time); and

(iii) applicable *laws*.

(b) Whenever the *procedures* are amended in a manner which materially impacts upon the *SSP*'s rights or obligations under this deed, the *users* must provide the *SSP* with a copy of the amended *procedures*, but a failure to comply with this clause 3.3(b) does not affect the operation of clause 3.3(a).

3.4 Changes to this deed

(a) *AEMO* may by notice to the *SSP* unilaterally vary the terms of this deed in accordance with the terms of any amendment to Appendix 7 where *AEMO* has complied with clause 16(5) in respect of that amendment. Such variation will have effect from the date notified to the *SSP* by *AEMO*.

(b) A variation under this clause 3.4 may only amend this deed in such a way that its terms after amendment are the then current form of *SSPUD* appended to the *procedures*.

(c) A variation under this clause 3.4 may only operate prospectively. It does not affect rights and obligations already accrued under this deed or any *swing service contract*.

4. DURATION

(a) This deed starts when signed by the last party to sign it, and continues indefinitely unless terminated under clauses 4(b), 4(c) or 5.3 or otherwise by operation of *law*.

(b) The *SSP* may terminate this deed by giving 1 month's notice to the *users*.

(c) The *users* may terminate this deed by giving 1 month's notice to the *SSP*.

5. THE USERS

5.1 Several liability

(a) Subject to clause 5.1(b), the rights, liabilities, indemnities and obligations of the *users* under this deed are several (and not joint or joint and several) in proportion to each *user's market share* in a given *sub-network*.

(b) In respect of a loss, liability, claim, damages, cost or expense arising out of or in connection with one or more *users'* breach of, or negligence under, this deed (**"claim"**), the liability of a *user* under this deed is several (and not joint or joint and several) in proportion to the extent that a *user's* breach of, or negligence under, this deed caused or contributed to the *claim*.

(c) Nothing in this deed makes a *user* an agent, joint venturer, employee or partner of another *user*.

5.2 Decisions to be unanimous

(a) Subject to clause 5.2(b), any decision by the *users* under this deed must be unanimous.

(b) A *user*, who is a *related body corporate* of the *SSP*, is not required to consent to the termination of this deed under clause 12.1 for the *users'* decision to terminate to be valid.

(c) Unless it has actual knowledge or notice to the contrary, the *SSP* may assume without further enquiry that a notice from *AEMO* under clause 6.4(a)(ii) purporting to be given on behalf of the *users'* represents the *users'* unanimous decision.

5.3 Admission of new entrants

(a) Upon (or prior to) a person (**"new entrant"**) becoming registered with *AEMO* as a *user*, *AEMO* will give the *SSP* an *admission note* which:

(i) identifies the *new entrant*; and

(ii) informs the *SSP* that the *new entrant* is (or is to be) one of the *users*; and

(iii) identifies the *sub-networks* in which the *new entrant* is (or is to be) a *participating user*.

(b) An *admission note* is an offer from the *users* (being each *user* who was initially a *party* to this deed and each *user* subsequently joining this deed under this clause 5.3, including the *new entrant*) to the *SSP* to amend this deed to add the *new entrant* as one of the *users*.

(c) If *AEMO* gives the *SSP* an *admission note*, then:

(i) if at any time thereafter the *SSP* lodges a bid with *AEMO*, the *SSP* is deemed by this clause 5.3(c)(i) to have agreed irrevocably to the offer referred to in clause 5.3(b) and this deed is amended to add the *new entrant* as one of the *users*; or

(ii) unless the *SSP* gives written notice to *AEMO* terminating this deed before 5pm on the 5th *business day* after the notice is given (**"deadline"**), then the *SSP* is deemed by this clause 5.3(c)(ii) to have agreed irrevocably to the offer referred to in clause 5.3(b) and this deed is amended from the *deadline* to add the *new entrant* as one of the *users*.

(d) The *SSP* may not give a notice under clause 5.3(c)(ii) terminating this deed if it has already accepted the offer under clause 5.3(c)(i).

5.4 Exit provisions

(a) A *user* ceases to be a *party* to this deed at the time that it is no longer a *user* for any *sub-network*, as set out in clause 3(2).

(b) Nothing in this clause 5.4 affects and rights or obligations accrued prior to the *user* ceasing to be a *party*.

(c) *AEMO* will as soon as practicable notify the *SSP* of a *user's* ceasing to be a *party* to this deed under this clause 5.4.

6. AEMO

6.1 SSP must deal only with AEMO

(a) Unless this deed or the *users* specify otherwise, whenever the *SSP* is permitted or required to give a *notice* or other communication under this deed to the *users*, it must do so by giving it to *AEMO* on the *users'* behalf, and not directly to the *users*.

(b) Clause 6.1(a) does not apply if due to the insolvency of *AEMO* or other extraordinary circumstance it would prevent the *SSP* from communicating effectively with the *users*.

(c) To avoid doubt a *tax invoice* under clause 8 is to be given to the *user* named in the *tax invoice*, and not to *AEMO* the *users*.

6.2 Market tasks

(a) *AEMO* will perform all tasks (**"market tasks"**) specified for it under the *procedures* in calculating and allocating *swing service* and issuing a *contract note*, including:

(i) receiving *bids* and assessing their validity;

(ii) administering the *bid stack*;

(iii) calculating *marginal clearing prices* and *swing service* costs; and

(iv) allocating *swing service* between *users* and *swing service providers*.

(b) Having performed the *market tasks* for a *gas day*, *AEMO* will in accordance with the *procedures* give the *SSP* and a *user* a *contract note*.

6.3 AEMO acts as independent expert in issuing contract note

AEMO performs the *market tasks* and issues a *contract note* as an independent expert, and not as agent for the *SSP*, the *users* or a *user*.

6.4 Limited agency

(a) For the purposes of and subject to this deed, *AEMO* is the *users*' agent in respect of the following matters:

  (i) a *notice* given by the *SSP* to *AEMO* under this deed is to be taken as having been given to the *users*; and

  (ii) a *notice* (other than a *contract note*) given by *AEMO* to the *SSP* under this deed is to be taken as having been given by the *users*.

(b) Clause 6.4(a)(i) does not apply in respect of *notices* to be given by the *SSP* to an individual *user* (rather than to *users* collectively), for example *tax invoices* under clause 8 and related correspondence.

6.5 Limitations on AEMO's agency

Nothing in this deed, including the giving of a *contract note* or an *admission note*, makes *AEMO* an agent of the *SSP*, the *users* or a *user* in respect of:

(a) the giving of a *contract note*;

(b) the provision of *swing service*;

(c) the payment of a *contracted charge*; or

(d) any other obligation or liability under a *swing service contract*.

6.6 AEMO's Liability

(a) Other than in respect of *AEMO*'s wilful misconduct or fraud, *AEMO* is not liable to the *parties* or any of them for anything done or not done under this deed or a *swing service contract*, whether negligently or otherwise.

(b) Without limiting clause 6.6(a), in no circumstances (including *AEMO's* negligence) is *AEMO* to be liable:

  (i) to provide *swing service*; or

  (ii) to pay a *contracted charge*; or

  (iii) in respect of the failure to do either or both of those things.

(c) The *parties* release and indemnify *AEMO* from and against any claims for breach of contract, negligence or other misconduct (other than wilful misconduct and fraud) in connection with anything done or not done by *AEMO* in the course of discharging, or not discharging, its obligations under this deed.

6.7 No partnership etc.

Nothing in this deed, an *admission note* or a *contract note* makes *AEMO* an employee, joint venturer or partner of the *SSP*, the *users* or a *user*.

6.8 No remuneration

AEMO is not entitled under this deed to any remuneration or reimbursement of costs for performing its obligations under this deed.

6.9 Confidentiality

Part 8.2 of the *procedures* applies as a term of this deed.

7. THE SWING SERVICE CONTRACT

7.1 Contract note creates contract

A *contract note* creates a legally binding contract (**"swing service contract"**) on the terms set out in this deed between the *SSP* and the *contracted user* under which:

(a) (***SSP must provide***) the *SSP* must provide the *contracted service* for the *service period* for the *contracted charge*; and

(b) (***User must accept and pay***) the *contracted user* must accept the *contracted service* for the *service period*, and must pay the *SSP* the *contracted charge*.

7.2 Contract note is conclusive proof

Unless *AEMO* issues a revised *contract note*, the contents of a *contract note* are conclusive evidence of the terms of the *swing service contract*.

8. INVOICING AND PAYMENT

8.1 Invoicing frequency

The *SSP* may issue an invoice in the form of a *tax invoice* to a *user:*

(a) whenever the total amount payable by the *user* to the *SSP* for *contracted services* exceeds $10,000; and

(b) otherwise, on the 14th and last day of each month.

8.2 SSP to invoice user

The *SSP's tax invoice* must show, for the period since the last *tax invoice* under this deed (**"billing period"**):

(a) for each contracted service supplied during the billing period:

(i) the date the *contracted service* was provided;

(ii)   the *contracted gate point*;

(iii)   the amount of *contracted service*;

(iv)   whether the *contracted service* is *park swing service* or *loan swing service*; and

(v)   the *contracted charge*;

and

(b)   any other amounts payable by or refundable to the *user* under this deed and any interest payable thereon under clause 8.4.

8.3   Payment

A *user* must, within 10 *business days* after receipt of a *tax invoice* issued under clause 8.1, pay to the *SSP* the net amount shown on the *tax invoice* as payable, by cleared funds, regardless of whether the *tax invoice* is disputed under clause 8.5.

8.4   Default in payment

(a)   Subject to clause 8.5, if a *contracted user* fails by the relevant due date to make full payment of the net amount shown on a *tax invoice* then, without prejudice to the *SSP's* other rights, the *contracted user* must pay interest on the unpaid amount, calculated daily at the *prescribed interest rate* from the due date until payment.

(b)   This clause does not limit clause 296A.

8.5   Disputed invoices

If a *user* disputes any amount or amounts set out in a *tax invoice*, then the *user* must, within 15 *business days* after the date of the *tax invoice*, give notice in writing to the *SSP* that it disputes the amount or amounts and full details of the dispute.

9.   GST

(a)   In this clause 9:

(i)   words and expressions which are not defined in this deed but which have a defined meaning in the *GST Law* have the same meaning as in the *GST Law*; and

(ii)   **"GST Law"** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under a *swing service contract* under this deed are exclusive of GST.

(c) The supply of a *contracted service* by an *SSP* to a *contracted user* is a taxable supply.

(d) If GST is payable by:

    (i) a supplier; or

    (ii) by the representative *Scheme participant* for a GST group of which the supplier is a *Scheme participant*,

on any supply made under a *swing service contract* under this deed, the recipient of the supply must pay to the supplier an amount equal to the GST payable on the supply.

(e) The recipient must pay the amount referred to in clause 9(d):

    (i) in addition to the consideration for the supply; and

    (ii) at the same time that the consideration for the supply must be provided under the *swing service contract* under this deed.

(f) The supplier must provide a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of the amount under clause 9(d).

(g) The recipient may withhold payment of the amount under clause 9(d) until the supplier provides a tax invoice or an adjustment note, as appropriate.

(h) If an adjustment event arises in respect of a taxable supply made by a supplier under a *swing service contract* under this deed, the amount payable by the recipient under clause 9(d) must be recalculated to reflect the adjustment event and the recipient must make a payment to the supplier or the supplier must make a payment to the recipient, as the case requires.

(i) Where a *swing service contract* under this deed requires a person to pay or reimburse an expense or outgoing of another person, the amount to be paid or reimbursed by the first person will be the sum of:

    (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other person, or to which the representative *Scheme participant* for a GST group of which the other person is a *Scheme participant*, is entitled; and

    (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

10. FORCE MAJEURE

(a) (**Liability exclusion**): Neither *party* is liable to the *other party* for any loss incurred by that *other party* as a direct result of either *party* failing or being prevented, hindered or delayed in the performance of its liability under this deed by reason of a *force majeure event*.

(b) (**Notification**): The *party* affected by a *force majeure event* must as soon as practicable notify the *other party* in writing of:

   (i) any anticipated delay due to that *force majeure event*;

   (ii) details of the *force majeure event*;

   (iii) the expected duration of the *force majeure event*; and

   (iv) details of the steps being taken to overcome the *force majeure event*,

   and use all reasonable endeavours to perform its liability under this deed.

(c) (**Inability to pay excluded**): The inability to pay money, however caused, does not constitute a *force majeure event*.

(d) (**SSP takes pipeline risk**): The *SSP* may not claim a *force majeure event* in respect of any failure to perform its obligations under this deed which is caused by:

   (i) any provision of an agreement between the *SSP* and a *pipeline operator*; and

   (ii) any default, act or omission of any *pipeline operator*.

11. REPRESENTATIONS

11.1 Representations

Each *party* represents to the *other party* that as at the date of this deed:

(a) (**corporate status**): if the *party* is a corporation, that *party* is a corporation duly incorporated and validly existing under the *law* of the country or jurisdiction of its incorporation or registration;

(b) (**corporate powers**): if the *party* is a corporation, that *party* has the corporate power to own its assets and perform its obligations under this deed and any business activity as contemplated at any time by this deed;

(c) (**legal compliance**): the execution or performance of this deed and a *swing service contract* by that *party* does not contravene any provision of:

   (i) the constitution documents of that *party*;

(ii)   any agreement created by that *party*;

(iii)   any *law*; or

(iv)   any *governmental consent* relating to that *party* or its assets;

(d)   (**corporate compliance**): that *party* has full power, and has procured all necessary corporate consents, for the execution by that *party* of this deed; and

(e)   there is no pending or threatened action or proceeding affecting the *SSP* or any of its related bodies corporate or any of their respective assets before a court, referee, *governmental agency*, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this deed or under a *swing service contract* under this deed.

11.2 SSP warrants that it has pipeline entitlements

The *SSP* represents and warrants to the *users* and each *user* that:

(a)   the *SSP* has sufficient contractual entitlements with the *pipeline operator* of the relevant *pipeline* to enable the *SSP* to perform each *swing service contract* and provide each *contracted service*; and

(b)   for each *contracted service* — the *pipeline operator* of the relevant *pipeline* will in 2 days' time be able to accommodate the *repayment* of the *swing service* as contemplated by clause 11.2(c); and

(c)   for each contracted service — the SSP will repay in 2 days' time the user's swing service repayment quantity which corresponds to the contracted service.

11.3 Application

(a)   (**Separate effect**): Each representation in clauses 11.1 and 11.2 is a separate representation, without its scope or meaning being limited or governed by any other such representation.

(b)   (**Repetition**): The representations and warranties in clauses 11.1 and 11.2 are made on and from the date this deed starts, and are by force of this clause to be taken to be made anew on each day thereafter for the duration of this deed.

11.4 If breach of SSP's warranty causes additional swing service

If *AEMO* determines under clause 300A that the *SSP* must make a *swing service causation compensation payment* to a *user* that is a party to this deed, the *SSP* must, in accordance with clause 300A, make the *swing service causation compensation payment* to the *user*.

12. TERMINATION

12.1 SSP Default Termination

The *users* may immediately terminate this deed by written *notice* to the *SSP*, effective immediately or upon the date specified in the *notice*, upon the occurrence of:

(a) (**default**): any material default under this deed, except for a rectifiable default which is rectified within 30 days following written *notice* from the *users* requiring rectification; or

(b) (**insolvency**): the occurrence of an *insolvency event*.

12.2 SSP suspension

(a) If the *users* give a *notice* requiring rectification, under clause 12.1(a) they may by written *notice* to the *SSP* suspend the *SSP* under this clause 12.2.

(b) The *users* must as soon as practicable after being satisfied (acing reasonably) that the *SSP* has rectified all breaches specified in any current *notices* requiring rectification under clause 12.1(a), by written notice to the *SSP*, cancel the suspension.

(c) While the SSP is suspended, it:

(i) must not *bid* into a *bid stack*; and

(ii) must continue to comply with its obligations under this deed and a *swing service contract*; and

(iii) is still entitled to receive payment under clause 8.3.

12.3 Termination Effect

Termination of this deed releases any *party* from any further performance of any liability under this deed but does not:

(a) (**continuing liability**): affect any provision of this deed expressed to operate or have effect subsequent to termination; or

(b) (**accrued rights**): have any prejudicial effect on any accrued right of any *party* accruing prior to termination.

13. LIABILITY

(1) Clauses 376 to 377 apply as terms of this deed and a *swing service contract* with appropriate modifications, including by replacing each reference to "these *procedures*" with, as appropriate:

(a) a reference to "this deed or a *swing service contract*"; or

(b)   a reference to "this *swing service contract*".

(2)   Clause 377A applies as a term of this deed and a *swing service contract* with appropriate modifications, including by replacing each reference to "these *procedures*" with, as appropriate:

(a)   a reference to "the *procedures*, this deed or a *swing service contract*"; or

(b)   a reference to "the *procedures* or this *swing service contract*".

14.   DISPUTE RESOLUTION

14.1   Disputes

This provision applies to any dispute or difference (**"dispute"**) arising between the parties in relation to:

(a)   (**interpretation**): this deed or its interpretation;

(b)   (**rights**): any right or liability of any *party* under this deed or a *swing service contract*; or

(c)   (**action**): the performance of any action by any *party* under or arising out of this deed or a *swing service contract*, whether prior or subsequent to its termination.

14.2   Dispute Negotiation

(a)   (**Restriction**): Except in the case of a *party* seeking urgent interlocutory relief, a *party* must not refer a *dispute* to litigation or arbitration under this deed, unless that *party* has complied with this provision.

(b)   (**Dispute notification**): A *party* claiming that a *dispute* has arisen must notify the *other party* specifying details of the *dispute*.

(c)   (**Negotiation**): Each *party* must refer a *dispute* to a senior officer for consideration and use its best efforts to resolve the *dispute* through negotiation within 5 *business days* following the *dispute* notification or longer period if agreed between the *parties*.

(d)   (**Referral**): Each *party* must refer the *dispute* to its chief executive officer, in the event that the senior officers of the *parties* fail to resolve the *dispute* within the specified period.

(e)   (**Mediation**): Each *party* must, following reference to its chief executive officer, use its best efforts to resolve the *dispute* by agreement or through an agreed mediation procedure.

(f)   (**Process termination**): A *party*, in compliance with this provision, may terminate the *dispute* resolution process by *notice* to the *other party* at any

time after 5 *business days* following reference of the *dispute* to its chief executive officer.

(g) (**Restriction release**): A *party* is not required to comply with this provision in relation to any *dispute* where the *other party* is in default under this provision in relation to that *dispute*.

14.3 Continued Performance

The *parties* must continue to perform this deed and any *swing service contract*s (including any *swing service contract* arising from a *contract note* given after notification of the *dispute*), despite and during any *dispute* negotiation or resolution being conducted under this provision.

15. COSTS

Each *party* must pay its own costs in relation to:

(a) (**documentation**): the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and

(b) (**performance**): the performance of any action by that *party* in compliance with any liability arising,

under this deed or a *swing service contract*, or any agreement or document executed or effected under this deed, unless this deed provides otherwise.

16. DUTIES

The *users* must promptly within the initial applicable period prescribed by *law* pay any levy, deduction, charge, tax, impost or other duty payable in relation to the execution, performance and registration of this deed, or any agreement or document executed or effected under this deed.

17. ASSIGNMENT

17.1 SSP Assignment

The *SSP* must not at any time during the continuance of this deed in relation to the supply of the *contracted service*, without the prior consent of the *user*:

(a) (**rights**): transfer, or create any security interest affecting or relating to, all or any part of this deed or a *swing service contract*, or any right of the *SSP* under this deed or a *swing service contract*;

(b) (**subcontracts**): create any subcontract relating to the performance of all or any of the *SSP's* obligations under this deed or a *swing service contract*; or

(c) (**liabilities**): novate or transfer this deed or a *swing service contract*, or any liability of the *SSP* under this deed or a *swing service contract*.

18. NOTICES

A notice given by a person under this deed or a *swing service contract* is validly given if it is given in accordance with the notice provisions of the *procedures*.

19. GOVERNING LAW AND JURISDICTION

(a) This deed is governed by, and construed in, each State by the *laws* of the State.

(b) Any legal action in relation to this deed against any *party* or its property may be brought in a State in any court of competent jurisdiction in the State.

(c) Each *party* irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this clause 19 in relation to both itself and its property.

20. GENERAL PROVISIONS

20.1 Contractual Relationship

(a) (**Independent contractor**): The *SSP* acts in the capacity of an independent contractor, as between the *SSP* and a *user* (or the *users*), in the performance of any *swing service contract* or any liability under this deed.

(b) (**Exclusions**): This deed does not create, and must not be construed to create, any express or implied relationship between a *user* (or the *users*) and the *SSP* of:

(i) employment,

(ii) principal and agency;

(iii) partnership; or

(iv) joint venture.

20.2 Amendments

Any amendment to this deed has no effect unless in writing and executed by the parties.

20.3 Third Parties

This deed confers rights only upon a person expressed to be a party, and not upon any other person.

20.4 Pre-Contractual Negotiation

This deed:

(a) (**entire agreement**): expresses and incorporates the entire agreement between the *parties* in relation to its subject-matter, and all the terms of that agreement; and

(b) (**collateral agreement**): supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the *parties* in relation to that subject-matter or any term of that agreement.

20.5 Further Assurance

Each party must execute any document and perform any action necessary to give full effect to this deed, whether prior or subsequent to performance of this deed.

20.6 Continuing Performance

(a) (**Merger exclusion**): The provisions of this deed do not merge with any action performed or document executed by any *party* for the purposes of performance of this deed.

(b) (**Representation**): Any representation in this deed survives the execution of any document for the purposes of, and continues subsequent to, performance of this deed.

(c) (**Indemnity**): Any indemnity agreed by any *party* under this deed:

(i) constitutes a liability of that *party* separate and independent from any other liability of that *party* under this deed or any other agreement; and

(ii) survives and continues subsequent to performance of this deed.

20.7 Waivers

Any failure by any *party* to exercise any right under this deed does not operate as a waiver and the single or partial exercise of any right by that *party* does not preclude any other or further exercise of that or any other right by that *party*.

20.8 Remedies

The rights of a *party* under this deed are cumulative and not exclusive of any rights provided by law.

20.9 Severability

Any provision of this deed which is invalid is invalid to that extent, without invalidating or affecting the remaining provisions of this deed.

20.10   Counterparts

This deed may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

EXECUTED as a deed

[Execution clauses]

Appendix 8 – Terms and conditions for swing service provider of last resort

- Insert new clauses into SSPUD

Insert the following three new clauses:

"

21. SSP IS SSPOLR FOR DESIGNATED GATE POINTS

(a) The *SSP* is the *SSPOLR* (as defined in the *procedures*) for the *gate points* (**"designated gate points"**) set out in the Appendix to this deed.

(b) [Here set out provisions dealing with agreed limits on the service, e.g.. only certain days or only park service – as agreed with the SSPOLR.]

22. STANDING SSPOLR BID

(a) The *SSP* in its capacity as *SSPOLR* agrees that under clause 285(2):

(b) the AEMO bid stack for each designated gate point is deemed to include a standing SSPLOR bid **[for park swing service / loan swing service / both – insert as agreed with the SSPOLR]**.

(c) the *standing SSPOLR bid* is for an unlimited amount of *swing service*, at the *SSPOLR price* of **[insert price]** (but subject to clauses 287(3) and 288(3)).

23. SSPOLR may be SSP

Nothing in this deed prevents the *SSPOLR* from also entering into a *SSPUD* with the *users* as an *SSP*.

- Amend clauses of SSPUD

(1) **Pipeline capacity constraints – different force majeure clause**

Clause 10(d) of the *SSPUD* is deleted and replaced by the following:

"(d) (**SSPOLR takes pipeline risk in normal circumstances**): The *SSPOLR* may not claim *force majeure* in respect of any failure to perform its obligations under this deed which is caused by:

(i) any provision of an agreement between the *SSPOLR* and a *pipeline operator*; and

(ii) any default of any *pipeline operator*,

unless the failure is caused by circumstances which could not be foreseen or overcome by the *SSPOLR* acting as a *reasonable and prudent person*."

(2)   Pipeline capacity constraints – different warranty

Clause 11.2 of the *SSPUD* is deleted and replaced by the following:

"11.2 SSP warrants that it has pipeline capacity

The *SSPOLR* represents and warrants to each *user* that the *SSPOLR* has sufficient contractual entitlements with the necessary *pipeline operator* to enable the *SSPOLR* in normal operating circumstances to fulfil all obligations of a *SSPOLR* which would be foreseen by a *reasonable and prudent person.* "

Appendix 9 – Fallback User-Shipper Agreement

PARTIES

1. The *shipper* which gave the *listing request* referred to in recital B; and

2. The *user* named in the *listing request* referred to in recital B.

BACKGROUND

A. The *user* (the **"user"**) is a *participant* in the gas retail market governed by the Retail Market *Procedures* and is a *user* in the *sub-network*.

B. The *shipper* (the **"shipper"**) gave *AEMO* a *listing request* (the **"listing request"**) under clause 173(2)(a) in respect of the *user* and a *sub-network* (the **"sub-network"**), which under clause 193A(1)(a) was an offer from the *shipper* to the *user* to enter into this agreement.

C. The *user* subsequently gave *AEMO* an *allocation instruction* under Part 5.3 of the *procedures* in respect of the *sub-network* which listed the *shipper*, which under clause 193A(1)(b) was an acceptance by the *user* of the offer referred to in recital B, and the *parties* became *parties* to this agreement.

D. Under clause 192(2), *AEMO* may give a notice (**"clause 192(2) notice"**) apportioning to the *shipper* some or all of the *user's gas injections* (the amount apportioned being the **"apportioned injections"**) for the *sub-network* for the *gas day* (the **"contracted day"**) specified in the *clause 192(2) notice*.

E. If *AEMO* gives a *clause 192(2) notice*, the *shipper* will be deemed to have supplied the *apportioned injections* (the **"contracted supply"**) to the *user* at the *gate point* (the **"gate point"**) which interconnects the *pipeline* in which the *shipper* is a *shipper* with the *sub-network*.

F. Under this agreement, a *clause 192(2) notice* creates a contract (the **"deemed contract"**) between the *shipper* and the *user* in accordance with this agreement.

G. The *deemed contract* governs the *user's* obligations to reimburse the *shipper* for all costs incurred by the *shipper* as a result of the *contracted supply* (**"contracted charges"**).

H. Neither this agreement nor a *deemed contract* is intended to supplant or supplement any other contractual relationship between the *user* and the *shipper*. They are intended solely as a fall-back arrangement to ensure that the *shipper* can recover its costs of the *contracted supply* if it has no other contractual relationship with the *user*.

THE PARTIES AGREE:

1. INTERPRETATION

1.1 Definitions

(a) Unless the context otherwise requires, in this agreement and a *deemed contract*:

    (i) the definitions and *procedures* of interpretation set out in the *procedures* apply; and

    (ii) the definitions embedded in the recitals and elsewhere in this agreement apply.

(b) Unless the context otherwise requires, in this agreement and a *deemed contract* the following definitions also apply:

"AEMO" has the meaning given ~~to it~~ in the *procedures*.

"force majeure event" in relation to any person, means any fact beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any liability of that person under any agreement, but excluding any fact resulting from any action, or omission or default of that person, or any agent of that person.

"gas day" has the meaning given ~~to it~~ in the *procedures*.

"gate point" has the meaning given ~~to it~~ in the *procedures*.

"governmental agency" means:

(a) the Crown, any government, any governmental ministry or department; or

(b) any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, federal, state, national, municipal, local, judicial or regulatory:

    (i) entity;

    (ii) agency;

    (iii) instrumentality;

    (iv) utility;

    (v) authority;

    (vi) court;

    (vii) commission;

    (viii) body; or

(ix)   tribunal.

"governmental consent" means:

(a)   any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with any *governmental agency*;

(b)   in relation to any act, matter or thing which would be legally prohibited or restricted in whole or in part if any *governmental agency* intervenes or acts in any manner within a specified period after its lodgement, filing, registration or notification, the expiry of that period without intervention or action;

(c)   in relation to any present or future agreement or document created or action performed by any person, means any *governmental consent* within any previous meaning necessary or desirable for the execution, performance, validity, enforceability, priority, effectiveness or transfer of any asset of or under that agreement, document or action;

(d)   in relation to any business activity at any time, any *governmental consent* within any previous meaning necessary or desirable for the performance of that business activity at that time; and

(e)   in relation to any present or future agreement, document, consent or asset created or held by any person at any time, means any *governmental consent* within any previous meaning necessary or desirable to prevent default, invalidation or a prejudicial effect under or in relation to that agreement, document, consent or asset at that time.

"insolvency event" in relation to any person means:

(a)   (**attachment**): the fact of any attachment against any asset of the person;

(b)   (**security enforcement**): the enforceability of any security interest over any asset of the person securing payment for any amount subsequent to the occurrence of any default event under that security interest;

(c)   (**receivership**): the appointment of any receiver over, or possession taken by any secured party of, any asset of the person;

(d)   (**insolvency**): cessation of payment generally by the person or the inability of the person, or the other party to this agreement (**"other party"**) reasonably deciding that the person is unable, to pay all its debts as and when they become due and payable;

(e)   (**administration**): the appointment of any administrator of the person;

(f)   (**liquidation**): any legal action, not being in the decision of the other party a disputed action, being commenced, judicial order made or resolution passed for the liquidation of the person; or

(g) (**debt arrangement**): the creation by the person of any debt arrangement with its creditors generally or any class of creditors.

"law" includes present and future:

(a) written and unwritten laws of the Commonwealth, Western Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of this agreement; and

(b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any *governmental agency* or authority.

"parties" means the *shipper* and the *user*, and **"party"** means any of them.

"prescribed interest rate" means five annual percentage points above the Reserve Bank of Australia cash rate applying from time to time.

"procedures" means the Retail Market *Procedures* as in force on the *contracted day*, and a reference to **"clause"** followed by a number is a reference to the clause so numbered in the *procedures* as at the *contracted day* (as the clause is amended, substituted and renumbered from time to time).

1.2 Interpretational Rules

(a) Rules of interpretation apply to this agreement as specified in this provision, unless the context otherwise requires:

(b) (**headings**): headings and subheadings are for convenience only and do not affect interpretation;

(c) (**persons**): a reference to **"person"** includes a public body, company, or association or body of persons, corporate or unincorporated;

(d) (**plurality**): words denoting the singular number include the plural, and vice versa;

(e) (**laws**): a reference to a *law* includes any amendment or re-enactment of it that is for the time being in force, and includes all *laws* made under it from time to time;

(f) (**gender**): words denoting any gender include all genders;

(g) (**variations**): any grammatical or linguistic variation of a defined word or expression has a corresponding meaning;

(h) (**parties**): any reference to a party to any agreement or document includes its successors and permitted assigns;

(i) (**amendments**): any reference to any agreement or document includes that agreement or document as amended at any time;

(j) (**references**): any reference to a clause, schedule, annexure, exhibit or attachment is a reference to a clause of, or schedule, annexure, exhibit or attachment to, this agreement;

(k) (**specifics**): any specific reference to or listing of items following the word **"including"** does not exclude application to other items, whether or not in the same class, category or genus as any specified or listed items;

(l) (**time**): the expression **"at any time"** includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;

(m) (**under**): the word **"under"** includes "by", "by virtue of", "pursuant to" and "in accordance with";

(n) (**consents**): the expression **"prior consent"**, in relation to any provision which prohibits or restricts any action by any party except with the prior consent of any other party, means the prior written consent of that other party, and includes reference to the fact that any consent may in the absolute and uncontrolled decision of that other party be refused or given subject to the performance of any condition or other provision; and

(o) (**italics**): where italic typeface has been applied to some words and expressions, it is solely to indicate that those words or phrases may be defined in clause 1.1 or elsewhere, and in interpreting these *procedures*, the fact that italic typeface has or has not been applied to a word or expression is to be disregarded.

2. THIS AGREEMENT APPLIES IN RESPECT OF ONE SUB-NETWORK

(a) This agreement applies only in respect of the *sub-network* referred to in recital B.

3. THIS AGREEMENT SUBORDINATE TO OTHER CONTRACTS

(a) This agreement does not apply if the *user* and the *shipper* are parties to a current contract (**"other contract"**) other than this agreement or a *deemed contract* under this agreement in respect of the injections of gas at the *gate point* for the *user* by the *shipper*, regardless of whether the amounts recoverable under the *other contract* are more or less than would be recoverable under this agreement or a *deemed contract*.

4. THE PROCEDURES, THIS AGREEMENT AND A DEEMED CONTRACT

4.1 Procedures govern process

(a) The *procedures* establish the terms on which *AEMO*:

(b) may undertake calculations and allocations of gas quantities for a *gas day* under Chapter 5 of the *procedures* (**"market tasks"**); and

(c) may issue a clause 192(2) notice,

(d) and to the extent necessary to achieve this result the relevant *procedures* have effect as terms of this agreement.

4.2 References to this agreement include a deemed contract

(a) Unless the contrary intention is expressly stated, a reference in this agreement to a right or obligation under this agreement (or like expressions) includes a right or obligation under a *deemed contract*.

4.3 Changes to the procedures

(a) For the purposes of this agreement the *procedures* which apply are the *procedures* as amended from time to time (including after the date of this agreement) under:

   (i) the *procedures* (as amended from time to time); and

   (ii) the *WA Gas Retail Market Agreement* (as amended from time to time); and

   (iii) applicable *laws*.

(b) Whenever the *procedures* are amended in a manner which materially impacts upon the *shipper's* rights or obligations under this agreement, the *user* must provide the *shipper* with a copy of the amended *procedures*, but a failure to comply with this clause 4.3(b) does not affect the operation of clause 4.3(a).

4.4 Changes to this agreement

(a) Subject to this clause 4.4, the *user* may by notice to the *shipper* unilaterally vary the terms of this agreement.

(b) A variation under this clause 4.4 may only amend this agreement in such a way that its terms after amendment are the then current form of *fallback user-shipper agreement* appended to the *procedures*.

(c) A variation under this clause 4.4 may only operate prospectively. It does not affect rights and obligations already accrued under this agreement or any *deemed contract*.

5. DURATION

(a) This agreement starts when the *user* gives the *allocation instruction* referred to in recital C, and continues indefinitely and irrevocably until the day (**"exit**

day") the *user exits the market* as defined in, and in accordance with, clause 377B.

(b)   Neither the *shipper* nor the *user* may terminate this agreement before the *exit day*.

6.   AEMO

6.1   AEMO acts as independent expert in issuing agreement note

(a)   *AEMO* performs the *market tasks* and issues a *clause 192(2) notice* as an independent expert, and not as agent for the *shipper* or the *user*.

6.2   Limited agency

(a)   For the purposes of and subject to this agreement, *AEMO* is the *user's* agent in respect of the following matters:

(b)   providing a copy of the amended *procedures* under under clause 4.3; and

(c)   giving a notice of variation under clause 4.4.

6.3   Limitations on AEMO's agency

Nothing in this agreement, including the giving of a *clause 192(2) notice*, makes *AEMO* an agent of the *shipper* or the *user* in respect of:

(a)   the giving of a clause 192(2) notice;

(b)   the provision of the *contracted supply*;

(c)   the payment of a *contracted charge*; or

(d)   any other obligation or liability under a *deemed contract*.

6.4   AEMO's Liability

(a)   Other than in respect of *AEMO*'s wilful misconduct or fraud, *AEMO* is not liable to the parties or any of them for anything done or not done under this agreement, whether negligently otherwise.

(b)   Without limiting clause 6.4(a), in no circumstances (including *AEMO's* negligence) is *AEMO* to be liable:

(i)   to inject part or all the *apportioned injections*; or

(ii)   to pay any or all of the *contracted charges*; or

(iii)   in respect of the failure to do either or both of those things.

(c)   The parties release and indemnify *AEMO* from and against any claims for breach of agreement, negligence or other misconduct (other than wilful

misconduct and fraud) in connection with anything done or not done by *AEMO* in the course of discharging, or not discharging, its obligations under this agreement.

6.5 No partnership etc.

(a) Nothing in this agreement, a *clause 192(2) notice* or a *deemed contract* makes *AEMO* an employee, joint venturer or partner of the *shipper* or the *user*.

6.6 No remuneration

(a) *AEMO* is not entitled under this agreement to any remuneration or reimbursement of costs for performing its obligations under this agreement.

6.7 Confidentiality

(a) Part 8.2 of the *procedures* applies as a term of this agreement.

7. THE DEEMED CONTRACT

7.1 Clause 192(2) notice creates deemed contract

(a) A *clause 192(2) notice* creates a legally binding contract (**"deemed contract"**) on the terms set out in this agreement between the *shipper* and the *contracting user* under which:

(b) (**shipper deemed to have injected**) the *shipper* is deemed to have injected the *apportioned injections* for the *contracted day* for the *contracted charge*; and

(c) (**user must accept and pay**) the *user* is deemed to have accepted the *apportioned injections* for the *contracted day*, and must pay the *shipper* the *contracted charges*.

7.2 Duration of deemed contract

(a) A *deemed contract* applies in respect of only the *contracted day* specified in the *clause 192(2) notice*, but continues in effect for so long as is necessary to permit the *shipper* to finally determine and recover the *contracted charges*.

(b) Nothing in clause 7.2(a) prevents the *shipper* and the *user* from becoming parties to another agreement as a result of *AEMO* issuing another *clause 192(2) notice* in respect of a subsequent *gas day*.

7.3 Clause 192(2) notice is conclusive proof

(a) Unless *AEMO* issues a revised *clause 192(2) notice*, the contents of a *clause 192(2) notice* are conclusive evidence of the terms of the *deemed contract*.

8. THE CONTRACTED CHARGES

(a) The *user* must pay to the *shipper* a contractual charge (**"contracted charges"**) comprising one or more components, which collectively and subject to this clause 8 are designed to recover the whole of the *shipper's* actually-incurred costs of providing the *apportioned injections* in the circumstances prevailing on the *contracted day*, together with a margin of 15% on all such costs payable by the *shipper* to others, to cover the *shipper's* administrative costs.

(b) Without limiting the generality of clause 8(a), the following are some categories under which the *shipper* may wish to classify *contracted charges*:

    (i) the commodity value of gas supplied under the *apportioned injections*;

    (ii) any gas transportation charges (for example capacity reservation charges and commodity charges) arising from the *shipper* being allocated the *apportioned injections*; and

    (iii) penalties, surcharges or additional fees or charges associated with any peaking, balancing or overrun arising from the *shipper* being allocated the *apportioned injections*.

(c) For the purposes of clause 8(a), whenever it is necessary to determine the proportional impact of the *apportioned injections* on the charges incurred by the *shipper*, in circumstances in which the *shipper* may have incurred some or all of those charges in respect of its other *injections* in any event, the impact of the *apportioned injections* is to be calculated in a manner that (to the standard of a *reasonable and prudent person*) assumes the *apportioned injections* were the most expensive gigajoules delivered on the *contracted day*.

9. INVOICING AND PAYMENT

9.1 Invoicing frequency

(a) The *shipper* may issue an invoice in the form of a *tax invoice* to a *user* for the *contracted charges* forthwith after the end of the *contracted day*.

(b) The *shipper* may from time to time issue a *tax invoice* in respect of part only of the *contracted charges*, even if one or more other components of the *contracted charges* have not yet been determined, and may subsequently issue another *tax invoice* or *tax invoices* for one or more other components of the *contracted charges*, and may keep doing so from time to time for so long as any element of the *contracted charges* remains uninvoiced.

9.2 Shipper to invoice user

(a) The shipper's tax invoice must show, for the contracted day:

(b) the date of the *contracted day*;

(c)   the gate point at which the apportioned injections occurred;

(d)   the amount of the apportioned injections;

(e)   the component or components of the *contracted charge*; and

(f)   reasonable details of the calculation of each component of the *contracted charge*.

9.3   Payment

(a)   A *user* must, within 10 *business days* after receipt of a *tax invoice* issued under clause 9.1(a), pay to the *shipper* the net amount shown on the *tax invoice* as payable, regardless of whether the *tax invoice* is disputed under clause 9.5.

9.4   Default in payment

(a)   Subject to clause 9.5, if a *user* fails by the relevant due date to make full payment of the net amount shown on a *tax invoice* then, without prejudice to the *shipper*'s other rights, the *user* must pay interest on the unpaid amount, calculated daily at the *prescribed interest rate* from the due date until payment.

(b)   This clause does not limit clause 193A(2).

9.5   Disputed invoices

(a)   If a *user* disputes any amount or amounts set out in a *tax invoice*, then the *user* must within 15 *business days* after the date of the *tax invoice*, give notice in writing to the *shipper* that it disputes the amount or amounts and full details of the dispute.

10.   GST

(a)   In this clause 10:

   (i)   words and expressions which are not defined in this agreement but which have a defined meaning in the *GST Law* have the same meaning as in the *GST Law*; and

   (ii)   **"GST Law"** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(b)   Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under a *deemed contract* under this agreement are exclusive of GST.

(c)   The supply of a *contracted supply* by a *shipper* to a *user* is a taxable supply.

(d)   If GST is payable by:

       (i)   a supplier; or

       (ii)   by the representative *Scheme participant* for a GST group of which the supplier is a *Scheme participant*,

    on any supply made under a *deemed contract* under this agreement, the recipient of the supply must pay to the supplier an amount equal to the GST payable on the supply.

(e)   The recipient must pay the amount referred to in clause 10(d):

       (i)   in addition to the consideration for the supply; and

       (ii)   at the same time that the consideration for the supply must be provided under a *deemed contract* under this agreement.

(f)   The supplier must provide a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of the amount under clause 10(d).

(g)   The recipient may withhold payment of the amount under clause 19(d) until the supplier provides a tax invoice or an adjustment note, as appropriate.

(h)   If an adjustment event arises in respect of a taxable supply made by a supplier under a *deemed contract* under this agreement, the amount payable by the recipient under clause 10(d) must be recalculated to reflect the adjustment event and the recipient must make a payment to the supplier or the supplier must make a payment to the recipient, as the case requires.

(i)   Where a *deemed contract* under this agreement requires a person to pay or reimburse an expense or outgoing of another person, the amount to be paid or reimbursed by the first person will be the sum of:

       (i)   the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other person, or to which the representative *Scheme participant* for a GST group of which the other person is a *Scheme participant*, is entitled; and

       (ii)   if the payment or reimbursement is subject to GST, an amount equal to that GST.

11. FORCE MAJEURE

(a)   (**Liability exclusion**): Neither *party* is liable to the other *party* for any loss incurred by that other *party* as a direct result of either *party* failing or being prevented, hindered or delayed in the performance of its liability under this agreement by reason of a *force majeure event*.

(b)   (**Notification**): The *party* affected by a *force majeure event* must as soon as practicable notify the other *party* in writing of:

       (i)   any anticipated delay due to that *force majeure event*;

(ii)   details of the *force majeure event*;

(iii)   the expected duration of the *force majeure event*; and

(iv)   details of the steps being taken to overcome the *force majeure event*,

and use all reasonable endeavours to perform its liability under this agreement.

(c)   (**Inability to pay excluded**): The inability to pay money, however caused, does not constitute a *force majeure event*.

12.   REPRESENTATIONS

12.1 Representations

Each party represents to the other *party* that as at the date of this agreement:

(a)   (**corporate status**): if the *party* is a corporation, that *party* is a corporation duly incorporated and validly existing under the *law* of the country or jurisdiction of its incorporation or registration;

(b)   (**corporate powers**): if the *party* is a corporation, that *party* has the corporate power to own its assets and perform its obligations under this agreement and any business activity as contemplated at any time by this agreement;

(c)   (**legal compliance**): the execution or performance of this agreement and a *deemed contract* by that *party* does not contravene any provision of:

(i)   the constitution documents of that *party*;

(ii)   any agreement created by that *party*;

(iii)   any *law*; or

(iv)   any *governmental consent* relating to that *party* or its assets; and

(d)   (**corporate compliance**): that *party* has full power, and has procured all necessary corporate consents, for the execution by that *party* of this agreement;

(e)   there is no pending or threatened action or proceeding affecting the *shipper* or any of its related bodies corporate or any of their respective assets before a court, referee, *governmental agency*, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this agreement.

12.2 Application

(a) (**Separate effect**): Each representation in clause 12.1 is a separate representation, without its scope or meaning being limited or governed by any other such representation.

(b) (**Repetition**): The representations and warranties in clause 12.1 are made on and from the date this agreement starts, and are by force of this clause to be taken to be made anew on each day thereafter.

13. TERMINATION

13.1 No Default Termination

(a) Neither *party* may terminate this agreement for default by the other *party*.

(b) Nothing in clause 13.1(a) limits the other remedies that may be available to the parties.

13.2 Termination Effect

Termination of this agreement releases any *party* from any further performance of any liability under this agreement but does not:

(a) (**continuing liability**): affect any provision of this agreement expressed to operate or have effect subsequent to termination; or

(b) (**accrued rights**): have any prejudicial effect on any accrued right of any *party* accruing prior to termination.

14. LIABILITY

(1) Clauses 376 to 377 apply as terms of this agreement and a *deemed contract* with appropriate modifications, including by replacing each reference to "these *procedures*" with, as appropriate:

(c) a reference to "this agreement or a *deemed contract*"; or

(d) a reference to "this *deemed contract*".

(3) Clause 377A applies as a term of this agreement and a *deemed contract* with appropriate modifications, including by replacing each reference to "these *procedures*" with, as appropriate:

(a) a reference to "the *procedures*, this agreement or a *deemed contract*"; or

(b) a reference to "the *procedures* or this *deemed contract*".

15. DISPUTE RESOLUTION

15.1 Disputes

(a) This provision applies to any dispute or difference (**"dispute"**) arising between the *parties* in relation to:

(b) (**interpretation**): this agreement or its interpretation;

(c) (**rights**): any right or liability of any *party* under this agreement or a *deemed contract*; or

(d) (**action**): the performance of any action by any *party* under or arising out of this agreement or a *deemed contract*, whether prior or subsequent to its termination.

15.2 Dispute Negotiation

(a) (**Restriction**): Except in the case of a *party* seeking urgent interlocutory relief, a *party* must not refer a *dispute* to litigation or arbitration under this agreement, unless that *party* has complied with this provision.

(b) (**Dispute notification**): A *party* claiming that a *dispute* has arisen must notify the other *party* specifying details of the *dispute*.

(c) (**Negotiation**): Each *party* must refer a *dispute* to a senior officer for consideration and use its best efforts to resolve the *dispute* through negotiation within 5 *business days* following the *dispute* notification or longer period if agreed between the *parties*.

(d) (**Referral**): Each *party* must refer the *dispute* to its chief executive officer, in the event that the senior officers of the *parties* fail to resolve the *dispute* within the specified period.

(e) (**Mediation**): Each *party* must, following reference to its chief executive officer, use its best efforts to resolve the *dispute* by agreement or through an agreed mediation procedure.

(f) (**Process termination**): A *party*, in compliance with this provision, may terminate the *dispute* resolution process by notice to the other *party* at any time after 5 *business days* following reference of the *dispute* to its chief executive officer.

(g) (**Restriction release**): A *party* is not required to comply with this provision in relation to any *dispute* where the other *party* is in default under this provision in relation to that *dispute*.

15.3 Continued Performance

(a) The *parties* must continue to perform this agreement and any *deemed contract*s (including any *deemed contract* arising from a *clause 192(2) notice*

given after notification of the *dispute*), despite and during any *dispute* negotiation or resolution being conducted under this provision.

16. COSTS

Each *party* must pay its own costs in relation to:

(a) (**documentation**): the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and

(b) (**performance**): the performance of any action by that *party* in compliance with any liability arising,

under this agreement or a *deemed contract*, or any agreement or document executed or effected under this agreement, unless this agreement provides otherwise.

17. DUTIES

The *user* must promptly within the initial applicable period prescribed by *law* pay any levy, deduction, charge, tax, impost or other duty payable in relation to the execution, performance and registration of this agreement, or any agreement or document executed or effected under this agreement.

18. ASSIGNMENT

18.1 Shipper Assignment

The *shipper* must not at any time during the continuance of this agreement in relation to the supply of the *contracted supply*, without the prior consent of the *user*:

(a) (**rights**): transfer, or create any security interest affecting or relating to, all or any part of this agreement or a *deemed contract*, or any right of the *shipper* under this agreement or a *deemed contract*;

(b) (**subcontracts**): create any subcontract relating to the performance of all or any of the *shipper*'s obligations under this agreement or a *deemed contract*; or

(c) (**liabilities**): novate or transfer this agreement or a *deemed contract*, or any liability of the *shipper* under this agreement or a *deemed contract*.

19. NOTICES

A notice given by a person under this agreement or a *deemed contract* is validly given if it is given in accordance with the notice provisions of the *procedures*.

20. GOVERNING LAW AND JURISDICTION

(a) This agreement is governed by, and construed in, each State by the *laws* of the State.

(b) Any legal action in relation to this agreement against any *party* or its property may be brought in a State in any court of competent jurisdiction in the State.

(c) Each *party* irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this clause 19 in relation to both itself and its property.

21. GENERAL PROVISIONS

21.1 Contractual Relationship

(a) (**Independent contractor**): The *shipper* acts in the capacity of an independent contractor, as between the *shipper* and the *user*, in the performance of any *deemed contract* or any liability under this agreement.

(b) (**Exclusions**): This agreement does not create, and must not be construed to create, any express or implied relationship between the *user* and the *shipper* of:

    (i) employment,

    (ii) principal and agency;

    (iii) partnership; or

    (iv) joint venture.

21.2 Amendments

Any amendment to this agreement has no effect unless in writing and executed by the *parties*.

21.3 Third Parties

This agreement confers rights only upon a person expressed to be a party, and not upon any other person.

21.4 Pre-Contractual Negotiation

This agreement:

(a) (**entire agreement**): expresses and incorporates the entire agreement between the *parties* in relation to its subject-matter, and all the terms of that agreement; and

(b) (**collateral agreement**): supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the *parties* in relation to that subject-matter or any term of that agreement.

21.5 Further Assurance

Each party must execute any document and perform any action necessary to give full effect to this agreement, whether prior or subsequent to performance of this agreement.

21.6 Continuing Performance

(a) (**Merger exclusion**): The provisions of this agreement do not merge with any action performed or document executed by any *party* for the purposes of performance of this agreement.

(b) (**Representation**): Any representation in this agreement survives the execution of any document for the purposes of, and continues subsequent to, performance of this agreement.

(c) (**Indemnity**): Any indemnity agreed by any *party* under this agreement:

(i) constitutes a liability of that *party* separate and independent from any other liability of that *party* under this agreement or any other agreement; and

(ii) survives and continues subsequent to performance of this agreement.

21.7 Waivers

Any failure by any party to exercise any right under this agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

21.8 Remedies

The rights of a party under this agreement are cumulative and not exclusive of any rights provided by law.

21.9 Severability

Any provision of this agreement which is invalid is invalid to that extent, without invalidating or affecting the remaining provisions of this agreement.

Appendix 10 – Swing Service Causation Compensation Terms

The following provisions govern the payment of a swing service causation compensation payment determined under clause 300A. They have effect as a contract between the compensating person and a recipient user.

1.   INTERPRETATION

1.1   Definitions

(a)   Unless the context otherwise requires, in these *terms*:

(i)   the definitions and *procedures* of interpretation set out in the *procedures* apply; and

(ii)   the definitions embedded in this Appendix 10 apply.

(b)   Unless the context otherwise requires, in these *terms* the following definitions also apply:

"force majeure event" in relation to any person, means any fact beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any liability of that person under any agreement, but excluding any fact resulting from any action, or omission or default of that person, or any agent of that person.

"gas day" has the meaning given to it in the *procedures*.

"gate point" has the meaning given to it in the *procedures*.

"governmental agency" means the Crown, any government, any governmental ministry or department, or any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, federal, state, national, municipal, local, judicial or regulatory entity, agency, instrumentality, utility, authority, court, commission, body or tribunal.

"governmental consent" means:

(a)   any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with any *governmental agency*;

(b)   in relation to any act, matter or thing which would be legally prohibited or restricted in whole or in part if any *governmental agency* intervenes or acts in any manner within a specified period after its lodgement, filing, registration or notification, the expiry of that period without intervention or action;

(c)   in relation to any present or future agreement or document created or action performed by any person, means any *governmental consent* within any previous meaning necessary or desirable for the execution, performance,

validity, enforceability, priority effectiveness or transfer of any asset of or under that agreement, document or action;

(d) in relation to any business activity at any time, any *governmental consent* within any previous meaning necessary or desirable for the performance of that business activity at that time; and

(e) in relation to any present or future agreement, document, consent or asset created or held by any person at any time, means any *governmental consent* within any previous meaning necessary or desirable to prevent default, invalidation or a prejudicial effect under or in relation to that agreement, document, consent or asset at that time.

"insolvency event" in relation to any person means:

(a) (**attachment**): the fact of any attachment against any asset of the person;

(b) (**security enforcement**): the enforceability of any security interest over any asset of the person securing payment for any amount subsequent to the occurrence of any default event under that security interest;

(c) (**receivership**): the appointment of any receiver over, or possession taken by any secured party of, any asset of the person;

(d) (**insolvency**): cessation of payment generally by the person or the inability of the person, or the other *party* to these *terms* (**"other party"**) reasonably deciding that the person is unable, to pay all its debts as and when they become due and payable;

(e) (**administration**): the appointment of any administrator of the person;

(f) (**liquidation**): any legal action, not being in the decision of the other *party* a disputed action, being commenced, judicial order made or resolution passed for the liquidation of the person; or

(g) (**debt arrangement**): the creation by the person of any debt arrangement with its creditors generally or any class of creditors.

"law" includes present and future:

(a) written and unwritten laws of the Commonwealth, Western Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of these *terms*; and

(b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any *governmental agency* or authority.

"notification day" means the day *AEMO* gives a notice under clause 300A(10) that it has made a determination in respect of a *compensating person*.

"parties" means the *compensating person* and the *recipient user*, and **"party"** means any of them.

"prescribed interest rate" means five annual percentage points above the Reserve Bank of Australia cash rate applying from time to time.

"AEMO" has the meaning given ~~to it~~ in the *procedures*.

"procedures" means the Retail Market *Procedures* as in force on the *notification day*, and a reference to **"clause"** followed by a number is a reference to the clause so numbered in the *procedures* as at the *notification day* (as the clause is amended, substituted and renumbered from time to time).

"terms" means the terms contained in this Appendix 10 governing the payment of *swing service causation compensation payments*, determined under clause 300A.

1.2 Interpretational Rules

Rules of interpretation apply to these *terms* as specified in this provision, unless the context otherwise requires:

(a) (**headings**): headings and subheadings are for convenience only and do not affect interpretation;

(b) (**persons**): a reference to **"person"** includes a public body, company, or association or body of persons, corporate or unincorporated;

(c) (**plurality**): words denoting the singular number include the plural, and vice versa;

(d) (**laws**): a reference to a *law* includes any amendment or re-enactment of it that is for the time being in force, and includes all *laws* made under it from time to time;

(e) (**gender**): words denoting any gender include all genders;

(f) (**variations**): any grammatical or linguistic variation of a defined word or expression has a corresponding meaning;

(g) (**parties**): any reference to a party to any agreement or document includes its successors and permitted assigns;

(h) (**amendments**): any reference to any agreement or document includes that agreement or document as amended at any time;

(i) (**references**): any reference to a clause, schedule, annexure, exhibit or attachment is a reference to a clause of, or schedule, annexure, exhibit or attachment to, these *terms*;

(j)   (**specifics**): any specific reference to or listing of items following the word **"including"** does not exclude application to other items, whether or not in the same class, category or genus as any specified or listed items;

(k)   (**time**): the expression **"at any time"** includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;

(l)   (**under**): the word **"under"** includes "by", "by virtue of", "pursuant to" and "in accordance with";

(m)   (**consents**): the expression **"prior consent"**, in relation to any provision which prohibits or restricts any action by any *party* except with the prior consent of any other *party*, means the prior written consent of that other *party*, and includes reference to the fact that any consent may in the absolute and uncontrolled decision of that other *party* be refused or given subject to the performance of any condition or other provision; and

(n)   (**italics**): where italic typeface has been applied to some words and expressions, it is solely to indicate that those words or phrases may be defined in clause 1.1 or elsewhere, and in interpreting these *procedures*, the fact that italic typeface has or has not been applied to a word or expression is to be disregarded.

2.   AEMO

2.1   AEMO acts as independent expert in issuing agreement note

AEMO acts under this Appendix 10 and under clause 300A as an independent expert, and not as agent for the *compensating person* or the *recipient user*.

2.2   AEMO's Liability

(a)   Other than in respect of *AEMO*'s wilful misconduct or fraud, *AEMO* is not liable to the *parties* or any of them for anything done or not done under this Appendix 10, whether negligently otherwise.

(b)   Without limiting clause (a), in no circumstances (including *AEMO's* negligence) is *AEMO* to be liable:

(i)   to pay part or all the *swing service compensation payment*; or

(ii)   in respect of the failure to do so.

(c)   The *parties* release and indemnify *AEMO* from and against any claims for breach of agreement, negligence or other misconduct (other than wilful misconduct and fraud) in connection with anything done or not done by *AEMO* in the course of discharging, or not discharging, its obligations under this Appendix 10.

2.3 No partnership etc.

Nothing in these *terms* or a notice under clause 300A makes *AEMO* an employee, joint venturer or partner of the *compensating person* or the *recipient user*.

2.4 No remuneration

AEMO is not entitled under this agreement to any remuneration or reimbursement of costs for performing its obligations under this agreement.

3. INVOICING AND PAYMENT

3.1 Invoicing frequency

The recipient user may issue an invoice to the compensating person for the swing service compensation payment forthwith after the end of the notification day.

3.2 Content of invoice

The *recipient user's* invoice must show at least:

(a) the date of the *notification day*;

(b) the date of the *historical gas day i* in respect of which *AEMO* made the determination under clause 300A(1); and

(c) the amount of the swing service compensation payment.

3.3 Payment

A compensating person must, within 10 business days after receipt of an invoice issued under clause 3.2, pay to the recipient user the net amount shown on the invoice as payable, regardless of whether the invoice is disputed under clause 3.5.

3.4 Default in payment

(a) Subject to clause 3.5, if a *compensating person* fails by the relevant due date to make full payment of the net amount shown on an invoice then, without prejudice to the *recipient user's* other rights, the *compensating person* must pay interest on the unpaid amount, calculated daily at the *prescribed interest rate* from the due date until payment.

(b) This clause does not limit clause 300A(12).

3.5 Disputed invoices

If a compensating person disputes any amount or amounts set out in an invoice, then the compensating person must within 15 business days after the date of the

invoice, give notice in writing to the recipient user that it disputes the amount or amounts and full details of the dispute.

4. **GST**

    (a) In this clause 4:

        (i) words and expressions which are not defined in these *terms* but which have a defined meaning in the *GST Law* have the same meaning as in the *GST Law*; and

        (ii) **"GST Law"** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

    (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under these *terms* are exclusive of GST.

    (c) If GST is payable by:

        (i) a supplier; or

        (ii) by the representative *Scheme participant* for a GST group of which the supplier is a *Scheme participant*,

        on any supply made under these *terms*, the recipient of the supply must pay to the supplier an amount equal to the GST payable on the supply.

    (d) The recipient must pay the amount referred to in clause 4(c):

        (i) in addition to the consideration for the supply; and

        (ii) at the same time that the consideration for the supply must be provided under these *terms*.

    (e) The supplier must provide a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of the amount under clause 4(c).

    (f) The recipient may withhold payment of the amount under clause 4(c) until the supplier provides a tax invoice or an adjustment note, as appropriate.

    (g) If an adjustment event arises in respect of a taxable supply made by a supplier under these *terms*, the amount payable by the recipient under clause 4(c) must be recalculated to reflect the adjustment event and the recipient must make a payment to the supplier or the supplier must make a payment to the recipient, as the case requires.

    (h) Where these *terms* require a person to pay or reimburse an expense or outgoing of another person, the amount to be paid or reimbursed by the first person will be the sum of:

(i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other person, or to which the representative *Scheme participants* for a GST group of which the other person is a *Scheme participants*, is entitled; and

(ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

5. DISPUTE RESOLUTION

5.1 Disputes

This provision applies to any dispute or difference ("dispute") arising between the parties in relation to:

(a) (**interpretation**): these *terms* or their interpretation;

(b) (**rights**): any right or liability of any *party* under these *terms*; or

(c) (**action**): the performance of any action by any *party* under or arising out of these *terms*, whether prior or subsequent to its termination.

5.2 Dispute Negotiation

(a) (**Restriction**): Except in the case of a *party* seeking urgent interlocutory relief, a *party* must not refer a *dispute* to litigation or arbitration under these *terms*, unless that *party* has complied with this provision.

(b) (**Dispute notification**): A *party* claiming that a *dispute* has arisen must notify the other *party* specifying details of the *dispute*.

(c) (**Negotiation**): Each *party* must refer a *dispute* to a senior officer for consideration and use its best efforts to resolve the *dispute* through negotiation within 5 *business days* following the *dispute* notification or longer period if agreed between the *parties*.

(d) (**Referral**): Each *party* must refer the *dispute* to its chief executive officer, in the event that the senior officers of the *parties* fail to resolve the *dispute* within the specified period.

(e) (**Mediation**): Each *party* must, following reference to its chief executive officer, use its best efforts to resolve the *dispute* by agreement or through an agreed mediation procedure.

(f) (**Process termination**): A *party* in compliance with this provision may terminate the *dispute* resolution process by notice to the other *party* at any time after 5 *business days* following reference of the *dispute* to its chief executive officer.

(g) (**Restriction release**): A *party* is not required to comply with this provision in relation to any *dispute* where the other *party* is in default under this provision in relation to that *dispute*.

5.3 Continued Performance

The *parties* must continue to perform their obligations under these *terms* despite and during any *dispute* negotiation or resolution being conducted under this provision.

6. GOVERNING LAW AND JURISDICTION

(a) These terms are governed by, and construed in, each State by the *laws* of the State.

(b) Any legal action in relation to these *terms* against any *party* or its property may be brought in a State in any court of competent jurisdiction in the State.

(c) Each *party* irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this clause 6 in relation to both itself and its property.