



Retail Market Rules

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Version control

Version Number	Effective date	Rules affected	Authority
6.9	01/01/16	Updated to make amendments for Explicit Informed Consent on Move-Ins (see C03/15R); and the New Gate Point in the South Metro Sub-Network to Identify the Parmelia Pipeline Injection Point (see C05/15R);	Economic Regulation Authority
6.8	24/04/15	Updated to make amendments for bulk energy history requests (see C03/14S); withdrawal of explicit informed consent (see C04/14R); and clarification of rule 149(5) (see C01/15R)	Economic Regulation Authority
6.7	16/02/15	Updated to make amendments for calculating UAFG for uncovered sub-networks (see C02/14R)	Economic Regulation Authority
6.6	28/11/14	Updated to make amendments for shipper and swing service provider listing requests (see C01/14R).	Economic Regulation Authority
6.5	08/11/13	Updated to make amendments for shipper validation at delivery points (see C02/13R); and the removal of the FRC Hub Operational Terms and Conditions from the Rule Change Process (see C03/13R).	Economic Regulation Authority
6.4	16/10/12	Updated to make amendments for exempting Self Contracting Users from	Economic Regulation Authority

		FRC Hub communication requirements under the Specification Pack (see C03/12R).	
6.3	01/06/12	Updated to make amendments for retail scheme definition (see C05/12R); removal of farm-tap sub-networks (see C01/12R); and non-consequential amendments to v6.2 of the Rules (see C02/12R).	Economic Regulation Authority
6.2	01/08/11	Updated the notice for new or changed sub networks and removed the Vines from Appendix 1 (see C04/11R); and updated the definition of street/suburb combination (see C05/11R)	Economic Regulation Authority
6.1	20/12/10	Updated to remove redundant references from the Rules (see C04/10R); and updated Kemerton sub-network in Appendix 1.	Economic Regulation Authority
6.0	16/4/10	Updated to make the Rules workable for REMCo as a WA-only operation.	Economic Regulation Authority
5.9	01/10/09	Updated to allow the Rule change process to work for REMCo as a WA-only operation.	Economic Regulation Authority

Contents

Chapter 1 – Interpretation and administration of the rules	22
Part 1.1 – Commencement, definitions and interpretation.....	22
1. Commencement	22
2. Definitions.....	22
3. Interpretation	59
4. Delegation.....	64
5. Meter readings deemed to occur at the start of the gas day	64
6. Calculations, rounding and measurements	64
6A. Time under these rules	64
6B. Distribution tariff codes.....	65
Part 1.2 – Compliance with obligations under these rules	65
7. Obligation to act as a reasonable and prudent person	65
Part 1.3 – Notices.....	66
8. Requirements of effective notices and nominated contact details	66
9. Format of notices.....	68
10. There is no rule 10.....	68
11. Delivery times for notices	68
12. Notices by facsimile, hand delivery or post	69
12A. Notices by email	69
13. REMCo may lodge and accept notices on behalf of a self-contracting user	70
Part 1.4 – These rules and other instruments.....	70
14. Other instruments.....	70
14A. REMCo Specification Pack	71
Part 1.5 – Appendices	72
15. Identification of sub-networks, gas zones and gate points	72
16. Rule change procedure does not apply to amending and updating Appendices	72
Part 1.6 – Review of rules	74
17. Review of the rules	74
Chapter 2 – The databases	75
Part 2.1 – The REMCo registry.....	75
18. REMCo registry is deemed to be correct.....	75
19. Maintenance and administration of the REMCo registry	75
20. REMCo standing data.....	75
21. Current user remains financially responsible for a delivery point.....	77
21A. FRC Hub certification	77
21B. Readiness certification	78
22. GBO identification	79
23. REMCo to provide bulk REMCo standing data	81
Part 2.2 – Changing the REMCo registry	83
Division 2.2.1 – Obligation to keep REMCo registry accurate	83
24. Purpose of this Part.....	83
25. REMCo must keep REMCo registry accurate	83
26. Participants must keep REMCo registry accurate.....	83
Division 2.2.2 – Data change notices	84
27. Data change notice	84

28. Requirements for valid data change notice	85
29. If data change notice is not valid	86
30. If data change notice is valid REMCo accepts data change transaction.....	86
31. Multiple data change transactions	87
Division 2.2.3 – Error Correction Notices	87
32. Error correction notice	87
33. Requirements for valid error correction notice.....	89
34. If error correction notice is not valid.....	91
35. If error correction notice is valid	91
36. Error correction objection (in respect of an incorrect transfer)	93
37. If error correction objection is not valid	94
38. If error correction objection is valid.....	94
39. Withdrawal of error correction objection.....	94
40. If error correction objection withdrawal notice is not valid.....	95
41. If error correction objection withdrawal notice is valid	95
42. Cancellation of error correction transaction.....	96
43. Withdrawal of error correction notice.....	96
44. If error correction withdrawal notice is not valid.....	96
45. If error correction withdrawal notice is valid	97
46. REMCo to mark as pending and then complete error correction transaction in respect of an incorrect transfer	97
47. When error correction transactions take effect	98
Division 2.2.4 – Provision of metering data at conclusion of valid error correction transaction	98
48. Network operator must provide metering data to new current user.....	98
Division 2.2.5 – Updating REMCo registry and provision of REMCo standing data	98
49. Updating REMCo registry after accepting a data change transaction.....	98
50. Updating REMCo registry after accepting and completing an error correction transaction.....	99
51. Updating REMCo registry due to change in MIRN status.....	99
52. Updating REMCo registry due to a completed transfer or determination of a small use customer or a small use customer indicator determination.....	100
53. Provision of REMCo standing data	101
Part 2.3 – Retention of and access to historical data in the REMCo registry.....	103
54. REMCo registry to provide audit trail	103
55. Accessibility of data in the REMCo registry.....	103
55A. Explicit informed consent required	103
56. Request for historical REMCo standing data	104
57. REMCo to provide historical REMCo standing data.....	105
Part 2.4 – A network operator’s databases.....	106
58. MIRN database	106
59. Street/suburb table.....	106
60. MSD database.....	107
61. Users and REMCo must assist a network operator to keep network operator’s databases accurate	108
62. Updating MIRN database and MSD database.....	109
Chapter 3 – MIRN transactions	110
Part 3.1 – New connection.....	110
63. Allocating MIRNs to network operators	110
64. Allocating a MIRN to a delivery point.....	110
65. MIRNs becoming commissioned for the first time.....	110
66. New connection confirmation notice	111
67. Requirements for valid new connection confirmation notice	111
68. If new connection confirmation notice is not valid.....	112
69. If new connection confirmation notice is valid	112

Part 3.2 – MIRN discovery	113
70. Purpose of MIRN discovery process	113
71. MIRN must be set out	113
72. Explicit informed consent required	113
73. REMCo to review MIRN discovery requests and explicit informed consents	114
74. The MIRN discovery request	115
74A There is no rule 74A.....	116
75. Network operator to respond to MIRN discovery request.....	116
76. Network operator to assist.....	117
Part 3.3 – Transfer	118
Division 3.3.1 – Introduction	118
77. Transfer errors	118
78. Move in defined	119
79. Explicit informed consent	119
80. Incoming user may lodge a transfer request.....	120
Division 3.3.2 – The transfer request	120
81. Transfer request	120
82. Transfer request deemed to be a request for certain purposes	121
83. Requirements for valid transfer request	122
84. If transfer request is not valid	123
85. If transfer request is valid	123
Division 3.3.3 – Objection to transfer (other than a move in)	125
86. Network operator may object to a transfer other than a move in.....	125
87. ROLR may object to a transfer other than a move in after the retailer of last resort scheme has been invoked	125
88. Requirements for a valid transfer objection	126
89. If transfer objection is not valid.....	127
90. If transfer objection is valid	127
91. Withdrawal of transfer objection	127
92. If transfer objection withdrawal is not valid	128
93. If transfer objection withdrawal is valid.....	128
94. If transfer objection not withdrawn	128
Division 3.3.4 – Withdrawal of transfer request	129
95. Incoming user may withdraw a transfer request.....	129
96. If transfer withdrawal notice is not valid	130
97. If transfer withdrawal notice is valid.....	130
Division 3.3.5 – REMCo marks move in as pending	130
98. Marking a move in as pending.....	130
99. Network operator may be required to undertake special meter reading for a move in	131
Division 3.3.6 – REMCo marks other transfer as pending	132
100. Marking a transfer other than a move in as pending	132
Division 3.3.7 – Actual value required for requested transfer of a basic metered delivery point	133
101. Requested transfer of a basic-metered delivery point requires meter reading that has generated an actual value.....	133
Division 3.3.8 – The transfer takes effect	134
102. Requirements for a transfer confirmation	134
103. The transfer	134
Part 3.4 – Retailer of Last Resort Scheme	136
104. Retailer of last resort scheme	136
Part 3.5 – Disconnection and reconnection of delivery points	138
Division 3.5.1 – Disconnection by network operator	138
105. Disconnecting delivery points	138
106. If disconnection notice is not valid.....	139

107. If disconnection notice is valid	139
108. Disconnection withdrawal notice	140
109. If disconnection withdrawal notice is not valid	141
110. If disconnection withdrawal notice is valid	141
Division 3.5.2 There is no division 3.5.2.....	142
111. There is no rule 111	142
Division 3.5.3 – Disconnection confirmation notice to REMCo	142
112. Disconnection confirmation notice	142
113. Requirements for valid disconnection confirmation notice	142
114. If disconnection confirmation notice is not valid.....	142
115. If REMCo does not receive valid metering data	143
116. If disconnection confirmation notice is valid and valid metering data has been received.....	143
Division 3.5.4 – Reconnection by network operator	144
117. Reconnecting delivery points	144
118. If reconnection notice is not valid.....	146
119. If reconnection notice is valid	146
Division 3.5.5 – Reconnection confirmation notice to REMCo	147
120. Reconnection confirmation notice.....	147
121. Requirements for valid reconnection confirmation notice	147
122. If reconnection confirmation notice is not valid.....	147
123. If REMCo does not receive valid metering data	148
124. If reconnection confirmation notice is valid and valid metering data has been received	148
Part 3.6 – Removing delivery points and deregistering MIRNs	149
Division 3.6.1 – Permanent removal by network operator	149
125. Permanently removing delivery points	149
126. If permanent removal request is not valid	150
127. If permanent removal request is valid.....	151
Division 3.6.2 – Permanent removal confirmation notice to REMCo	152
128. Permanent removal confirmation notice	152
129. Requirements for valid permanent removal confirmation notice.....	152
130. If permanent removal confirmation notice is not valid.....	153
131. If REMCo does not receive valid metering data	153
132. If permanent removal confirmation notice is valid and valid metering data has been received.....	154
Division 3.6.3 – Deregistering MIRNs	154
133. Effect of permanent removal	154
Chapter 4 – Metering	155
Part 4.1 – Metering Equipment	155
134. Network operator must provide meters	155
135. Basic meters	155
136. Units for basic meters	155
137. Interval meters.....	155
138. Network operator to identify sites which consumed more than 10 TJ/a	156
139. REMCo to determine whether interval meter must be fitted at a basic-metered site	156
140. REMCo to determine whether a delivery point may be converted to a basic-metered delivery point as a result of a reduction in gas usage	157
141. Metering upgrades.....	158
Part 4.2 – Meter reading requirements.....	159
Division 4.2.1 – Interval meters.....	159
142. Interval meters to be read daily.....	159
Division 4.2.2 – Basic meters – scheduled meter readings.....	159

143. Basic meters to be read in accordance with meter reading schedule.....	159
144. Network operator to establish meter reading schedules	160
145. Amendments to meter reading schedule.....	161
146. There is no rule 146	161
Division 4.2.3 – Basic meters – special meter readings.....	161
147. Special meter readings (basic meters only).....	161
Division 4.2.4 – Basic meters – deemed meter readings	162
148. Deemed meter reading (basic meters only)	162
Division 4.2.5 – Basic meters – annual meter reading requirement	163
149. Basic meters to have at least one meter reading that generates an actual value per year	163
Division 4.2.6 – Meter reading by entity other than network operator.....	164
150. Meter reading activities by another entity	164
Part 4.3 – Gate point metering data	164
151. Pipeline operators to provide physical gate point metering data.....	164
152. Network operator to provide gate point metering data to REMCo for each gate point	165
Part 4.4 – Metering Data	167
Division 4.4.1 – Verification guidelines for metering data.....	167
153. Verification of meter reading data	167
Division 4.4.2 – Calculation of energy value.....	167
154. Energy value	167
155. Actual values.....	167
156. Estimated values.....	168
157. Substituted values.....	169
Division 4.4.3 – Timing for provision of metering data.....	170
158. Time for provision of metering data to current users and REMCo – basic and interval meters.....	170
159. Changes to MIRN standing data and meter standing data relevant to calculations..	171
Division 4.4.4 – Content of metering data	171
160. Metering data for current users – basic and interval meters.....	171
161. Metering data for new connections – basic meters	172
162. Metering data for REMCo – basic and interval meters	173
Division 4.4.5 – REMCo validation of metering data	173
163. Requirements for valid provision of metering data to REMCo.....	173
164. Replacement of metering data in REMCo registry according to energy value types.	175
165. If metering data is not valid	175
166. If metering data is valid	175
Division 4.4.6 – Historical metering data	176
166A. Explicit informed consent required.....	176
167. Provision of historical metering data to user on request	176
168. Archived historical metering data and historical meter reading data	177
Part 4.5 – Heating value data	178
169. Heating value data calculations.....	178
170. Heating value data to be retained	178
171. Publication of heating value data.....	178
Chapter 5 - Allocation, Reconciliation and Swing	179
Part 5.1 – Introduction	179
171A. Exemption for farm tap sub-networks and single pipeline sub-networks	179
172. There is no rule 172	180
173. The shipper register.....	180
174. Only one notional gate point per pipeline for each sub-network	185
175. Gate Point control systems	185

176. Type of pipeline control system	186
177. There is no rule 177	189
Part 5.2 – User obligations	189
178. User to procure injections which match user’s likely swing service repayment quantities and user’s required withdrawals.....	189
179. There is no rule 179.	190
180. Rules may require negative injection	190
181. User to minimise its contribution to swing service	190
182. Users collectively to keep sub-network pressurised	190
183. There is no rule 183	191
184. Renominations and changes in shipper’s right to inject gas.....	191
184A. There is no rule 184A.....	192
185. There is no rule 185	192
186. User to procure shipper’s nominations	192
Part 5.3 – Allocation instruction.....	192
187. “User’s gas injections” defined.....	192
188. User’s allocation instruction	192
189. Revised allocation instructions.....	193
190. There is no rule 190	194
191. Validity of allocation instruction	194
192. If allocation instruction is invalid.....	195
193. User warranties	196
193A. Fallback user-shipper agreement.....	196
Part 5.4 – Before the start of the gas day.....	197
Division 5.4.1 – Before the start of the gas day	197
194. Shipper’s nominations apply only to extent accepted.....	197
195. User to procure standing nomination	198
196. User’s amount of a shipper’s nomination	198
197. User’s pipeline nomination amount.....	198
198. User’s total nomination amount	198
199. REMCo publishes profiled daily nominations	198
200. REMCo determines profiles.....	199
Division 5.4.2 – There is no Division 5.4.2	200
201. There is no rule 201	200
202. There is no rule 202	200
203. There is no rule 203	200
204. There is no rule 204	200
205. There is no rule 205	200
206. There is no rule 206	200
207. There is no rule 207	200
208. There is no rule 208	200
209. There is no rule 209	200
Part 5.5 – During the gas day.....	200
Division 5.5.1 – During the gas day.....	200
210. Pipeline operators to provide hourly data.....	200
211. REMCo’s intra-day reporting.....	200
212. REMCo updates profiled sub-network nominations	201
Division 5.5.2 – There is no Division 5.5.2	201
213. There is no rule 213	202
214. There is no rule 214	202
215. There is no rule 215	202
216. There is no rule 216	202
217. There is no rule 217	202
Division 5.5.3 – During the gas day.....	202
217A. Pressure control pipeline to provide instantaneous flow signals.....	202

Part 5.6 – Allocation	203
218. The period for calculations	203
219. Part 5.6 and Part 5.7 calculations do not affect swing charges or payments.....	205
220. Pipeline injections	205
221. Total corrected injections.....	205
222. User’s interval-metered withdrawals.....	206
223. Net system load.....	206
224. Raw estimate of basic-metered delivery points withdrawals.....	208
225. Normalisation factor for estimate of basic-metered delivery points withdrawals.....	209
226. Estimated basic-metered withdrawal for each basic-metered delivery point.....	210
227. User’s estimated basic-metered withdrawals.....	210
228. User’s estimated total withdrawals	211
229. Estimate of unaccounted for gas	212
230. REMCo calculates actual UAFG.....	212
Part 5.7 – Reconciliation	213
231. There is no rule 231	213
232. Calculate distributed actual basic-metered withdrawal	213
233. Calculate user’s summed basic-meter reconciliation amount	215
234. Calculate user’s delta summed basic-meter reconciliation amount	216
235. Calculate user’s total basic-meter reconciliation amount.....	216
236. Calculate user’s total interval-meter reconciliation amount	217
237. Calculate user’s total basic-meter withdrawal reconciliation amount for transfers and pipeline gate point reconciliation	217
238. Calculate total delta pipeline injection	218
239. Miscellaneous reconciliation amount	220
240. Calculate user’s daily unaccounted for gas reconciliation amount.....	220
241. User’s unaccounted for gas reconciliation amount	222
242. Total reconciliation amount for a user	222
243. REMCo calculates adjustment amounts	223
244. REMCo notifies reconciliation and adjustment amounts	224
245. Timing of adjustment amounts and injection of reconciliation amounts	226
Part 5.8 – Deemed injections	226
246. Calculate shipper’s deemed injections.....	226
247. There is no rule 247	227
248. Calculate user’s deemed withdrawals for a pipeline	227
Part 5.9 – Delivery point apportionment and hourly gate point apportionment	228
Division 5.9.1 – Delivery point apportionment	228
249. Actual allocation proportion.....	228
250. Allocation proportions apply at delivery points.....	229
Division 5.9.2 – Hourly gate point apportionment	229
251. User’s hourly interval-metered withdrawals	229
252. Hourly gate point apportionments	230
Part 5.10 – Calculating swing service	233
253. First and second gas delivered.....	233
254. There is no rule 254.	233
255. Pipeline operator to inform of special circumstances	233
256. Calculate swing service on pipeline.....	234
257. There is no rule 257	234
258. There is no rule 258	234
259. Calculate swing base amount	234
260. Determine swing errors	235
261. Calculate each user’s user-specific swing error	235
262. Calculate each user’s total (pre-procurement) swing service	236
263. Calculate each user’s user-specific amount of swing service (if any).....	236
264. Calculate the total of all users’ user-specific amounts of swing service.....	237

265. Calculate total non-user-specific pre-procurement amount of swing service.....	237
266. Calculate each user’s non-user-specific pre-procurement amount of swing service.....	238
Part 5.11 – Off-market swing service procurement	238
267. Off-market swing service procurement instruction	238
268. Swing service provider gives REMCo off-market swing service procurement confirmation	240
269. REMCo validates users’ procurement requests and provides status report	241
270. REMCo to calculate off-market swing service procurement – applied requests.....	242
271. REMCo to calculate surplus swing service	242
272. Adjust non-user-specific amounts for outcomes of off-market swing service procurement.....	243
273. Calculate users’ total adjusted non-user-specific amounts	243
274. Adjust user-specific amounts for outcomes of off-market swing service procurement	244
275. Calculate users’ total adjusted user-specific amounts	244
276. Calculate total swing service to be procured through <i>bid-stack</i>	244
Part 5.12 – Allocating swing service in bid stack.....	245
277. Subscription for information	245
278. Users appoint REMCo as agent for entering into SSPUDs etc.....	246
279. Swing service providers.....	246
280. Swing service provider of last resort.....	246
281. Swing service bids.....	247
282. Requirements for valid bid	248
283. If bid is not valid	248
284. If bid is valid REMCo accepts it into bid stack	248
285. REMCo bid stacks.....	249
286. REMCo to publish bid stack	250
287. Determine marginal clearing price for total amount of swing service to be procured through applicable bid-stack.....	250
288. Determine marginal clearing price for adjusted non-user-specific amounts of swing service.....	251
288A. TSS(BS) bids.....	253
289. Calculate total swing service cost (all users)	253
290. Calculate total non-user-specific swing service cost (all users)	253
291. Calculate total user-specific swing service cost (all users)	254
292. For each user, calculate its user-specific swing service cost	254
293. For each user, calculate its non-user-specific swing service cost.....	255
294. For each user, calculate its total swing service cost	255
295. Allocation of swing service to swing service providers	256
296. Swing service contract note	257
296A. User must pay swing service provider	258
297. There is no rule 297	258
298. Timing of repayment of swing service repayment amounts	258
299. Calculation of swing service repayment quantities.....	258
300. Notification of swing service data	259
Part 5.12A – Swing service causation compensation.....	261
300A. Swing service causation compensation	261
Part 5.12B – There is no Part 5.12B	264
300B. There is no rule 300B	264
300C. There is no rule 300C.....	264
300D. There is no rule 300D	264
300E There is no rule 300E	264
300F There is no rule 300F	264
300G There is no rule 300G	264

Part 5.13 – Data failure	264
301. Data failure	264
301A. Manifest data errors and recalculation of gas day results	265
301B. There is no rule 301B	268
301C. There is no rule 301C	268
Part 5.14 – Miscellaneous provisions	268
302. Multi shipper allocation agreement	268
303. There is no rule 303	269
304. Recovery from REMCo Failure	269
305. There is no rule 305	270
306. Maintenance and accessibility of REMCo data	270
307. There is no rule 307	270
308. Review of Chapter 5	270
Chapter 6 – Compliance and Interpretation.....	272
Part 6.1 – The independent compliance panel.....	272
309. REMCo to create compliance panel	272
310. Composition of compliance panel	272
311. Compliance panel member’s conflict of interest	272
312. Tenure of compliance panel members	274
313. Vacation of compliance panel membership.....	274
314. Removal of a compliance panel member.....	274
315. Chair vacancies.....	275
316. Interim members of compliance panel	275
317. Quorum.....	275
318. Administrative assistance	275
319. Minutes	275
320. Remuneration of compliance panel members	276
321. Limitation of liability for compliance panel members.....	276
Part 6.2 – Functions and powers of compliance panel.....	277
322. Independence of compliance panel	277
323. Functions of the compliance panel	277
324. Powers of compliance panel	278
Part 6.3 – Matters referred to REMCo	278
325. Matters referred to REMCo	279
325A. Suspending the process	280
326. Withdrawal of referral	281
327. REMCo to give notice to participants.....	281
328. REMCo to determine procedures	282
328A. REMCo may investigate alleged breaches	282
329. Determinations which may be made	282
330. Notification of determinations.....	284
331. Appeal to the compliance panel	285
Part 6.4 – Referral of matters to compliance panel.....	285
332. Referral of matters to compliance panel	285
333. Requirements for referral	285
334. Compliance panel may reject appeal.....	286
335. Withdrawal of referral to compliance panel	286
336. Proceedings	287
337. Parties	287
338. Compliance panel to determine its own procedures	288
339. Where hearings may be held	288
340. Rules of evidence do not apply	288
341. Determinations.....	289
342. Compliance panel must preserve confidentiality.....	290

343. Determinations which may be made	292
344. Power to correct a determination	292
345. No limitation on remedies	293
346. Legal representation	293
347. Register of determinations	293
348. Validity of determination	294
Chapter 7 – Reporting and Audits	295
Part 7.1 – Explicit informed consent	295
349. Requirements for explicit informed consent.....	295
Part 7.2 – Audit.....	295
350. Audit of explicit informed consent	295
351. Audit of REMCo	295
352. Audit of network operator’s metering responsibilities	296
353. Auditor’s qualifications etc	296
354. Auditor’s conflict of interest.....	296
355. Terms of auditor’s retainer.....	298
356. Confidentiality	298
357. Participants, REMCo, pipeline operators and prescribed persons must cooperate with auditor	298
358. Audit report	299
359. Level of Audit	300
360. REMCo’s audit summary report.....	300
Part 7.3 – Other provisions regarding records	301
361. Records needed by REMCo to meet reporting obligations.....	301
Part 7.4 – There is no part 7.4	301
361A. There is no rule 361A.....	301
Chapter 8 – Administration	302
Part 8.1 – Fees, charges and cost recovery.....	302
362. Fees and charges under these rules.....	302
362A. Recovery of REMCo’s costs.....	302
Part 8.2 – Confidentiality	304
363. Confidentiality obligations.....	304
364. Exceptions to confidentiality requirements.....	305
365. Conditions on disclosure of confidential information.....	306
366. Confidentiality indemnity	306
Part 8.3 – Payments to REMCo	307
367. Payment.....	307
368. Financial penalties	307
369. There is no rule 369.	307
370. Invoices etc	307
371. GST	308
372. Disputed invoices	309
Part 8.4 – Small use customer and small use customer indicator determination	310
373. REMCo to determine whether a consumer is a small use customer	310
373B There is no rule 373B.....	311
Part 8.5 – Limitation of liability	311
374. No liability for as-retrieved data.....	311
375. No liability for acting in reliance on data provided by others	311
376. Liability for direct damage only	312
376A. Liability for indirect damage in certain circumstances only	312

376B. Fraud	312
376C. Extended scope of this part.....	312
376D. No third party benefit	313
377. REMCo's limitation of liability.....	313
377A. Indemnifying REMCo.....	313
Part 8.6 – Exiting the market.....	314
377B. Exiting the market.....	314
Chapter 9 – Rule change process	316
Part 9.1 – Introduction	316
378. Rule change request	316
378A. Proponent may withdraw a rule change request.....	316
378B. Rule change outline	317
379. Impact and implementation report	317
380. Recommendation report	317
381. Timing of rule change	318
382. There is no rule 382	318
Part 9.2 – Rule change	318
383. REMCo must have established rule change committee	318
384. Composition of rule change committee.....	318
385. Tenure of rule change committee members	319
386. Objectives of rule change committee	320
387. Quorum.....	320
388. Meetings.....	320
389. Limitation of Liability	321
390. Indemnity	321
391. REMCo must accept or reject rule change request.....	322
392. Appeal to REMCo.....	322
393. If rule change request is accepted.....	323
394. Initial assessment by rule change committee	323
395. Appeal to REMCo.....	324
396. If the rule change committee accepts the rule change request	325
396A. Non-Substantial rule change	326
397. Low impact rule change.....	326
398. High impact rule change.....	326
399. Consideration of recommended rule change by REMCo	328
399A. REMCo endorses low impact rule change	328
400. REMCo endorses high impact rule change.....	330
400A. Submission for approval	333
401. Approval	334
402. Amendment of documents relating to the rules.....	334
Chapter 10 – General provisions	335
403. Other laws and instruments	335
404. Continuing performance	335
405. Waiver	335
406. Remedies.....	336
407. Severability.....	336
Appendix 1 – Coding of gas zones and gate points	337
– Western Australia.....	337
Coding of gas zones	337
Coding of gate points	338

– There is no Sub-appendix 1.2.....	340
Appendix 2 – Estimation and Verification Methodology	341
– Western Australia.....	341
Verification methodology for Basic Meters.....	341
Verification methodology for Interval Meters	342
Estimation of Data for Basic Meters	344
Estimation of Data for Interval Meters.....	347
Anticipated Annual Consumption	349
– There is no Sub-appendix 2.2.....	350
– REMCo’s Estimation Methodology for Gate Point Data, Net System Load and Interval Meters	351
Appendix 3 – Calculation of the MIRN checksum.....	353
Calculating the MIRN checksum.....	353
Worked example	353
Samples	355
Appendix 4 – Auditor’s deed of undertaking	357
Appendix 5 – Calculations, Rounding and Units	365
Rounding	365
Calculations	365
Units	366
Appendix 6 – Requirements for explicit informed consent	367
Requirements for explicit informed consent	367
Small use customer’s consent may be given orally	367
Records of explicit informed consent	367
Appendix 7 – Swing Service Provision Umbrella Deed (SSPUD).....	368
PARTIES	368
BACKGROUND	368
1. INTERPRETATION	369
1.1 Definitions.....	369
1.2 Interpretational Rules.....	374
2. APPLICATION	375
2.1 There is no clause 2.1.	375
2.2 There is no clause 2.2	375
2.3 This deed covers all sub-networks	375
2.4 Users to provide schedule	375
3. THE RULES, THIS DEED AND A SWING SERVICE CONTRACT.....	376
3.1 Rules govern process	376
3.2 References to this deed include a swing service contract	376
3.3 Changes to the rules	376
3.4 Changes to this deed	376

4.	DURATION	377
5.	THE USERS.....	377
5.1	Several liability	377
5.2	Decisions to be unanimous.....	378
5.3	Admission of new entrants	378
5.4	Exit provisions	379
6.	REMCo	379
6.1	SSP must deal only with REMCo	379
6.2	Market tasks.....	379
6.3	REMCo acts as independent expert in issuing contract note.....	380
6.4	Limited agency.....	380
6.5	Limitations on REMCo's agency	380
6.6	REMCo's Liability	381
6.7	No partnership etc.	381
6.8	No remuneration	381
6.9	Confidentiality.....	381
7.	THE SWING SERVICE CONTRACT	382
7.1	Contract note creates contract.....	382
7.2	Contract note is conclusive proof.....	382
8.	INVOICING AND PAYMENT	382
8.1	Invoicing frequency	382
8.2	SSP to invoice user	382
8.3	Payment	383
8.4	Default in payment	383
8.5	Disputed invoices	383
9.	GST	383
10.	FORCE MAJEURE	385
11.	REPRESENTATIONS.....	386
11.1	Representations	386
11.2	SSP warrants that it has pipeline entitlements	387
11.3	Application	387
11.4	If breach of SSP's warranty causes additional swing service.....	387
12.	TERMINATION	388
12.1	SSP Default Termination	388
12.2	SSP suspension.....	388
12.3	Termination Effect	388
13.	LIABILITY	389
14.	DISPUTE RESOLUTION	389
14.1	Disputes	389
14.2	Dispute Negotiation	389
14.3	Continued Performance	390
15.	COSTS.....	390
16.	DUTIES	391
17.	ASSIGNMENT	391
17.1	SSP Assignment	391

18.	NOTICES.....	391
19.	GOVERNING LAW AND JURISDICTION.....	391
20.	GENERAL PROVISIONS.....	392
20.1	Contractual Relationship	392
20.2	Amendments	392
20.3	Third Parties	392
20.4	Pre-Contractual Negotiation.....	392
20.5	Further Assurance	393
20.6	Continuing Performance.....	393
20.7	Waivers	393
20.8	Remedies.....	393
20.9	Severability	393
20.10	Counterparts	394

Appendix 8 – Terms and conditions for swing service provider of last resort..... 395

-	Insert new clauses into SSPUD.....	395
-	Amend clauses of SSPUD	395
(1)	Pipeline capacity constraints – different force majeure clause	395
(2)	Pipeline capacity constraints – different warranty	396

Appendix 9 – Fallback User-Shipper Agreement 397

PARTIES	397	
BACKGROUND	397	
1. INTERPRETATION	398	
1.1	Definitions.....	398
1.2	Interpretational Rules.....	401
2. THIS AGREEMENT APPLIES IN RESPECT OF ONE SUB-NETWORK.....	402	
3. THIS AGREEMENT SUBORDINATE TO OTHER CONTRACTS	403	
4. THE RULES, THIS AGREEMENT AND A DEEMED CONTRACT.....	403	
4.1	Rules govern process	403
4.2	References to this agreement include a deemed contract.....	403
4.3	Changes to the rules	403
4.4	Changes to this agreement	404
5. DURATION	404	
6. REMCo	404	
6.1	REMCo acts as independent expert in issuing agreement note	404
6.2	Limited agency.....	404
6.3	Limitations on REMCo’s agency	405
6.4	REMCo’s Liability	405
6.5	No partnership etc.	405
6.6	No remuneration	406
6.7	Confidentiality.....	406
7. THE DEEMED CONTRACT	406	
7.1	Rule 192(2) notice creates deemed contract	406
7.2	Duration of deemed contract	406
7.3	Rule 192(2) notice is conclusive proof	406

8.	THE CONTRACTED CHARGES.....	407
9.	INVOICING AND PAYMENT	408
9.1	Invoicing frequency	408
9.2	Shipper to invoice user	408
9.3	Payment	408
9.4	Default in payment	408
9.5	Disputed invoices	409
10.	GST	409
11.	FORCE MAJEURE	410
12.	REPRESENTATIONS.....	411
12.1	Representations	411
12.2	Application	412
13.	TERMINATION	412
13.1	No Default Termination.....	412
13.2	Termination Effect	412
14.	LIABILITY	413
15.	DISPUTE RESOLUTION	413
15.1	Disputes	413
15.2	Dispute Negotiation	413
15.3	Continued Performance	414
16.	COSTS.....	414
17.	DUTIES	415
18.	ASSIGNMENT	415
18.1	Shipper Assignment	415
19.	NOTICES.....	415
20.	GOVERNING LAW AND JURISDICTION.....	415
21.	GENERAL PROVISIONS.....	416
21.1	Contractual Relationship	416
21.2	Amendments	416
21.3	Third Parties	416
21.4	Pre-Contractual Negotiation.....	416
21.5	Further Assurance	417
21.6	Continuing Performance.....	417
21.7	Waivers	417
21.8	Remedies	417
21.9	Severability	418
Appendix 10 – Swing Service Causation Compensation Terms		419
1.	INTERPRETATION	419
1.1	Definitions.....	419
1.2	Interpretational Rules.....	422
2.	REMCo	423
2.1	REMCo acts as independent expert in issuing agreement note	423
2.2	REMCo’s Liability	423
2.3	No partnership etc.	424
2.4	No remuneration	424

3.	INVOICING AND PAYMENT	424
3.1	Invoicing frequency	424
3.2	Content of invoice.....	424
3.3	Payment	424
3.4	Default in payment	425
3.5	Disputed invoices	425
4.	GST	425
5.	DISPUTE RESOLUTION	426
5.1	Disputes	426
5.2	Dispute Negotiation	427
5.3	Continued Performance	428
6.	GOVERNING LAW AND JURISDICTION.....	428
Appendix 11 – There is no Appendix 11		429
Appendix 12 – There is no Appendix 12.....		430



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.

REMCo was established by *REMCo members* 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 purpose of these rules is to govern the interactions between *participants, pipeline operators, prescribed persons* and *REMCo* in the Western Australian gas retail markets.

STATUS

Membership of REMCo

Where a gas network has more than one *user* and/or *network operator*, then each *network operator* and *user* (except for *self-contracting users*) participating in the gas retail market on that network must be a member of a retail market scheme.

Each retail market scheme must have a formal entity to administer the scheme. *REMCo* was established by its members as a company limited by guarantee to be the formal entity for the *REMCo* retail market scheme.

The *REMCo Constitution* operates as a contract between *REMCo members*, and requires the *REMCo members* to comply with these rules. As a result, these rules are a contractual term of the *REMCo Constitution*, so a *REMCo member*, or *REMCo* itself, may bring an action to enforce the terms of the *REMCo Constitution* (including a provision of these rules) against the other *REMCo members* or against *REMCo* itself.

Regulatory status

Under section 11ZOC of the *Energy Coordination Act 1994 (WA)*, where there is more than one gas distribution operator and/or retail gas operator on the 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.

In addition, gas transmission operators and persons prescribed under 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.

The Western Australian Minister for Energy approved the *REMC*o scheme under section 44 of the *Energy Legislation Amendment Act 2003* (WA). The *REMC*o scheme is defined as these Rules, the *REMC*o Constitution, the *REMC*o Specification Pack, the *FRC Hub Conditions* and the Transitional Agreement (the Transitional Agreement is no longer in effect).

Amendments to the *REMC*o scheme must be submitted to the *Economic Regulation Authority* for approval under section 11ZOJ of the *Energy Coordination Act 1994* (WA).

OTHER RELEVANT DOCUMENTS

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

- the following documents that relate to the governance of *REMC*o; the operation of the Gas Retail Market System that supports these rules; and the manner in which *participants*, *pipeline operators*, *prescribed persons* and *REMC*o interact in the gas markets:
 - the *REMC*o Constitution;
 - the *REMC*o Specification Pack;
 - the User Guidelines for the *REMC*o Specification Pack; and
 - the *FRC Hub [Operational Terms and Conditions](#)*; and
- all applicable Western Australian *laws*. Whether or not a person is required to comply with a particular *law* will depend on that person’s constitution, business and activities. Each person should obtain their own advice in relation to compliance with such *laws*.

Chapter 1 – Interpretation and administration of the rules

Part 1.1 – Commencement, definitions and interpretation

1. Commencement

These rules commenced in Western Australia on the *go-live date*.

2. Definitions

In these rules, unless the contrary intention appears:

“**accepted part**” has the meaning given to it in rule 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 *REMCo registry* and *network operators’ databases* under these rules).

“**active GBO identification**” means the status of a person’s *GBO identification* in the *REMCo registry* is neither “suspended” nor “deregistered”.

“**active in the market**” has the meaning given to it under rule 377B(1).

“**actual allocation proportion**” has the meaning given to it under rule 249.

“**actual UAFG**” has the meaning given to it under rule 230(1).

“**actual value**” means, subject to rule 157(2), a value calculated under rule 155, and to avoid doubt includes a *deemed actual value*.

{Note: Rule 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 *REMCo* upon request from a *member* which is additional to an activity that *REMCo* is otherwise required to perform under the *rules*.

"additional service charge" means a charge determined by *REMCo* which recovers any costs incurred by *REMCo* where the total costs were in excess of \$5,000 arising from the provision of an *additional service* to a *member* where, in *REMCo's* opinion, that *additional service* will provide a benefit only to that *member* 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 *member*; or
- (ii) generally, a retail gas market.

{Note: in the RMR definition of a "prescribed person" is any shipper, swing service provider or self-contracting user}.

"addressee" has the meaning given to it in rule 12A(1).

"adjusted non-user-specific amount" has the meaning given to it under rule 272.

"adjusted user-specific amount" has the meaning given to it in rule 274.

"affected gas day" means the *gas day* on which *REMCo* sends a *notice* under rule 301A(3)(a)

"allocation instruction" means a *notice* under rule 188 from a *user* to *REMCo* 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 rule 80.

"alternative amendment" means an amendment to a *recommended rule change* under rule 399A(7), rule 400(4)(b) or rule 400A(1)(b).

"annual adjustment date" has the meaning given to it under rule 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 section 0 of Appendix 2.

“ANUSA bid” has the meaning given to it under rule 288.

“applied request” has the meaning given to it in rule 270.

“appointor” has the meaning given to it under rule 359(2).

“approving body” means the person to whom an *endorsed rule change* must be submitted for approval under the *Energy Coordination Act 1994 (WA)*.

{Note: At the time version 6.0 of the rules commenced, the person to whom an *endorsed rule change* must be submitted for approval was 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 rule 376.

“auditor” means an auditor appointed under Part 7.2.

“AUSA bid” has the meaning given to it under rules 287 and 288.

“automated response message” means an email (**“reply email”**) sent automatically, subject to rule 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*.

“bid” means a bid by a *swing service provider* to *REMCo* for the provision of *swing service*, and is valid if it meets the criteria set out in rule 282.

“bid book” is lodged with *REMCo* under rule 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 rule 285.

“bulk REMCo standing data” has the meaning given to it in rule 23(1).

“bulk REMCo standing data request” has the meaning given to it in rule 23(2).

“business day” means for each *jurisdiction* and for *REMCo* operating in each *jurisdiction*, the *business hours* of a day that is not a Saturday, Sunday or a public holiday in the relevant *jurisdiction*.

“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.

“close of business” means 1700 hours in the relevant *jurisdiction*.

“commissioned”, in relation to a *MIRN*, means that:

- (a) the *delivery point* has been commissioned by the *network operator* under rule 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

- (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* (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 rule 300.

"compensating person" has the meaning given to it under rule 300A(1).

"complete MORN listing" A listing created and administered by a *network operator* that comprises the *MORN*, *discovery address* and *meter number* of every *MORN* that is recorded in the *MORN database* of that *network operator*.

"compliance panel" means the panel created under rule 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 *REMC*o under rule 296 allocating an amount of *swing service* between a *swing service provider* and a *user*.

“corrected recalculated ratio” means the ratio calculated under rule 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 *REMC*o registry.

“customer” means a *person* who takes or intends to take gas from a *user* at a *delivery point*.

“daily unaccounted for gas reconciliation amount”, for a *sub-network*, is a quantity of gas and is calculated under rule 240(3).

“data change notice” means a *notice* under rule 27(3) by the *network operator* to *REMC*o 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 *REMC*o *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” is defined in rule 148.

“delisting request” means a request under rule 173(2)(b) by a *shipper* or a *swing service provider* to *REMC*o 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 identifier”, for the purposes of the *REMCo Constitution*, has the same meaning as *MIRN* in these rules.

“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 **“ Δ BWRA”**, for a *user*, is a quantity of gas and is calculated under rule 237.

“delta pipeline injection” or **“ Δ PI”**, for a *gate point*, is a quantity of gas and is calculated under rule 238(3).

“delta summed basic-meter reconciliation amount” or **“ Δ SBRA”**, for a *user*, is a quantity of gas and is calculated under rule 234.

“delta unaccounted for gas”, for a sub-network, is a quantity of gas and is calculated under rule 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 rule 133(2). Except if a valid *error correction notice* has been accepted by *REMCo* under rule 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 rule 112 from a *network operator* to *REMC* advising *REMC* that a *delivery point* has been *disconnected*.

“disconnection notice” means a *notice* under rule 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 rule 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 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: "Adelaide", "Mosman Park" or "Kipparing".}
- (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 rules.

"distributed actual basic-metered withdrawal" or **"DABW"**, for a *basic-metered delivery point*, is determined under rule 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 rule 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 *REMCo 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 a allocation made by *REMCo* under rule 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.

“Economic Regulation Authority” has the same meaning as “Authority” has under the *Energy Coordination Act 1994 (WA)*.

{Note: At the time these rules 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 rule 173 and associated definitions, has the meaning given to it by that rule.

“electronic form” means a structured electronic file that is capable of being downloaded.

{Note: These rules 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.}

“endorsed rule change” means a high impact or low impact *recommended rule change* endorsed by *REMCo* under rule 399(1)(a).

“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 rule 32(6) to *REMCo* regarding a correction to the *REMCo standing data* for a *delivery point* as a result of an incorrect *delivery point transaction*.

“error correction objection” means a *notice* under rule 36(2) from a *participant* to *REMCo* objecting to an *error correction*

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

“error correction objection withdrawal notice” means a *notice* under rule 39(2) from a *participant* to REMCo 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 rule 43(3) from a *current user* to REMCo 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” for a *basic-metered delivery point* is calculated under rule 226.

“estimated value” means a value calculated under rule 156, and (except in rule 157), does not include an *estimated value* which has been designated under rule 157 to be a *substituted value*.

“EUAFG” means estimate of unaccounted for gas under rule 229.

“exit the market” has the meaning given to it under rule 377B(1).

“explicit informed consent” means consent given by a *customer* under rule 349.

~~**“farm tap sub-network”** means a *delivery point* which is connected to only one *pipeline* and is not connected by a *GDS* or part of a *GDS* to any other *delivery point*, which a *network operator* identifies under rule 15 as a *sub-network* for contractual and operational purposes and which is listed in Appendix 1.~~

“final check” has the meaning given to it under rule 269.

“first check” has the meaning given to it in rule 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 rule 217A.

“force majeure event” in relation to any person, means any acts 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 REMCo for the transmission of aseXML messages under these rules.

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

“FRC Hub certification process” means the testing process set out in the Connectivity Testing and Technical Certification document within the *REMCo 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 REMCo certifying that the person named in the certificate is entitled to send and receive *notices* under these rules via the *FRC Hub*.

"FRC Hub Operational Terms and Conditions" means the terms and conditions ~~that apply between~~ published by the Australian Energy Market Operator under which REMCo and any business that sends, each user and network operator seek connection to and are obliged to operate under when connecting to and issuing or receives ~~receiving~~ transactions via ~~on~~ the *FRC Hub*, ~~as amended from time to time under these rules.~~

"FSS" means the swing service fee calculated under rule 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 rule 3(3).

"gas emergency" means either an emergency as defined in Schedule 3 – Gas Supply System Emergencies – of the Energy Coordination Act 1994, or that an operator has taken action under clause 2 of Schedule 3 of the Energy Coordination Act 1994.

"gas installation" has the same meaning as it has under the *Gas Standards Act 197*.

{Note: At the time these rules 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 zone" means a part of a *GDS* which a *network operator* identifies under rule 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 designated as a gate point under rule 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 rule 243(2).

“gate point metering data” has the meaning give to it under rule 152(1)(a).

“GBO identification” means the unique gas business operator identifier issued by *REMC*o under rule 22 to *REMC*o and to each person required to comply with these rules.

“GDS” means the gas distribution system being those pipelines owned and operated by a *network operator*.

“go-live date” means the date on which Part 3, Division 2 of the *Energy Legislation Amendment Act 2003* came into operation. The *go live date* is 14 May 2004.

{The go-live date is 14 May 2004, as Part 3, Divisions 2 of the *Energy Legislation Amendment Act 2003* was proclaimed on that on 14 May 2004 – see the Western Australian Government Gazette No. 2004/28, dated 13 May 2004.}

“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 rules 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; or
- (b) the A New Tax System (Goods and Services Tax Imposition—Customs) Act 1999; or
- (c) the A New Tax System (Goods and Services Tax Imposition—Excise) Act 1999.”}

“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 rule 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 rules 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 rule 169.

“historical gas day i” has the meaning given to it under rule 218(3).

“historical metering data” means the *metering data* for every *delivery point* in a *network operator’s GDS* retained in accordance with rule 168.

“historical meter reading data”, in relation to a *delivery point*, means the *meter reading data* for the *delivery point* retained under rule 168.

“historical period” has the meaning given to it under rule 218(3).

“historical REMCo standing data”, in relation to a *delivery point*, means the *REMCo standing data* for the *delivery point* retained by *REMCo* under rule 54.

“historical REMCo standing data request” means a *notice* under rule 56(4) from a *user* or a *network operator* to *REMCo* requesting *historical REMCo standing data* for a *delivery point* specified in the request.

“historical UAFG day” has the meaning given to it in rule 230.

“hourly basic-meter withdrawals” has the meaning given to it in rule 252.

“hourly interval-metered withdrawals” or **“HIW”** has the meaning given to it in rule 251.

“hourly net system load” has the meaning given to it in rule 252.

“hourly sub-network profiled forecast”, in rule 215 (3) (c) means the component for the hour of the *sub-network profiled forecast*.

“in-progress rule change” means:

- (a) a *proposed rule change* or *recommended rule change* that has not been rejected by the *rule change committee* under rule 394(2) or rejected by *REMCo* under rule 399(1)(b); or
- (b) an *endorsed rule change* that has not been rejected by the *approving body* following its submission to that body under rule 400A(3)(b).

“immediately”, in relation to a *notice*, is defined in rule 11(1).

“impact and implementation report” means a report under rule 379 from *REMCo* to the *rule change committee* on a *proposed rule 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 rule 366(1).

“indemnifying party” has the meaning given to it under rule 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 rule 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 rules which is used to perform the person’s obligations under these rules.

“injecting” means the process of delivering gas out of a *pipeline*, through a *gate point* and into a *sub-network*.

{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 rule 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*, 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.

“jurisdiction” means Western Australia .

“last date of modification”, for a *delivery point*, means the date the last update to any item of *REMCo standing data* became effective in the *REMCo registry*.

“last valid day” has the meaning given to it in rule 223.

“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 rules; 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 *REMCo* 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 rule 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 *REMCo* under rule 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 *REMCo member*, 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 *REMCo registry* as the *current user* in Western Australia as compared to the total number of *commissioned* and *decommissioned delivery points* recorded in the *REMCo registry* for Western Australia on the last day of each month.

“market share charge” means a variable fee set by *REMCo*, having regard to the principles set out in rule 362A(1) and being based upon *market share*, imposed upon each *user*, who is a *REMCo member*.

"MCP(TSS(BS))" means the *marginal clearing price* for the total amount of *swing service* to be procured through the applicable *bid stack*.

"meter" means 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 the unique alphanumeric identifier assigned to a meter by the *network operator* or *meter manufacturer* within each *jurisdiction*.

"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 rule 144(1), as amended under rule 145.

"meter standing data", in relation to a *delivery point*, means the information set out in rule 60(1)(a) to rule 60(1)(j) for the *delivery point*.

"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 rule 160, to an *incoming user*

under rule 161 and to *REMC*o under rule 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 rule 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 rule 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 rules 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 rule 239.

“monthly interval-meter load percentage” or **“MILP”** has the meaning given to it in rule 184A.

“move in” is defined in rule 78.

“MSD database” means a database *maintained* by each *network operator* under rule 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 rule 302.

“multi-shipper allocation report” has the meaning given to it in rule 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 Rules, “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 rules set out under rule 350; or
- (b) *REMC’s* non-compliance with the rules set out under rule 351(1); or
- (c) a *network operator’s* non-compliance with the rules set out under rule 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 *REMCo 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 rule 66 from a *network operator* to *REMCo* advising *REMCo* that a *delivery point* has been *commissioned*.

“nomination”, has the meaning given to that term in rule 194.

“nomination estimation methodology” has the meaning given to that term in Sub-Appendix 2.3 of Appendix 2.

~~**“non-temperature sensitive base load”** means the average daily energy consumption that is unaffected by temperature for a basic-metered delivery point as advised by the network operator from time to time under rule 1.~~

“normalisation factor” for a *basic-metered delivery point* is calculated under rule 225.

“notice” means a *notice* given under these rules 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 *REMCo* or a *network operator* (as applicable), but has not been *cancelled* or completed.

“original net system load” has the meaning given to it in rule 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 of a *user* and a *network operator*.

“party” has the meaning given to that term in rule 337(1).

“pending” means:

- (a) in relation to an *open requested transfer* — that *REMC* has permitted the *requested transfer* under rule 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 *REMC* has permitted an *error correction notice* in respect of an incorrect *transfer* under rule 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 rule 128 from a *network operator* to *REMC* advising *REMC* that a *delivery point* has been *permanently removed*.

“permanent removal request” means a *notice* under rule 124(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 under rule 151(1).

“pipeline” means a pipeline for the transmission of gas to a *network*.

“pipeline corrected injections” has the meaning given to it under rule 220(2).

“pipeline injections” has the meaning given to it under rule 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*.

{Note: Under the *Energy Coordination (Retail Market Scheme) Regulations 2004*, which were gazetted in Western Australia on 28 May 2004, the persons prescribed under section 11ZOD(1)(b) of the *Energy Coordination Act 1994* 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 °C.

“previous user” means a *user*, who was recorded in the *REMC*o registry as the *current user*, immediately prior to the present *current user*.

“prior day” has the meaning given to it under rule 218(4).

“prior day data” has the meaning given to it under rule 218(4)(a).

“proceeding” means the process followed by the *compliance panel* in making a determination in relation to a *referral*.

“process time” means the time and date a *notice* lodged with *REMC*o was processed by *REMC*o.

“procurement confirmation” has the meaning given to it in rule 268.

“procurement instruction” has the meaning given to it in rule 267(1).

“procurement request” has the meaning given to it under rule 267(3).

“profile” means a profile provided by *REMC*o under rule 176(1)(a)(i) or determined by *REMC*o under rule 199(b).

“profiled pipeline nominations” has the meaning given in rule 199(a).

“profiled sub-network nominations” has the meaning given in rule 199(b).

“promptly”, in relation to a *notice*, is defined in rule 11(2).

“proponent” means a person who lodges a *rule change request* under rule 378(1).

“proposed rule change” means a proposed amendment to the rules specified in a *rule change request*.

“readiness certificate” means the certificate issued by *REMC*o upon a person required to comply with these rules satisfaction of the *readiness criteria*.

“readiness criteria” means the criteria set out in the *REMC*o *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 rule 176(4)(a).

“recipient users” has the meaning given to it under rule 300A.

“recipient” means any or all of *REMC*o and each *participant, pipeline operator and prescribed person*.

“recommendation report” means a report under rule 380 from the *rule change committee* to *REMC*o.

“recommended rule change” means an amendment to the rules that is recommended by the *rule change committee* under rule 396A, rule 397 or rule 398(6).

“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 rule 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 rule 120 from a *network operator* to *REMC*o advising *REMC*o that a *delivery point* has been *reconnected*.

“referral” means a matter referred to the *compliance panel* under rule rule 329(1)(a)(ii) or rule 329(1)(b)(iii) or rule 331(2).

“registration fee” means, subject to rule 362A, a fixed charge not exceeding \$10,000, imposed upon each *REMC*o *member* for becoming a member of *REMC*o.

“related body corporate” has the same meaning as it has under section 50 of the *Corporations Act* 2001 (Cth).

{Note: At the time these rules 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*.

“REMCo” means the Retail Energy Market Company Limited (ACN 103 318 556).

“REMCo Constitution” means the constitution governing *REMCo*.

“REMCo information system” means *REMCo’s* equipment, hardware and software (including the *REMCo registry*) of *REMCo* used to perform its obligations under these rules.

“REMCo member” means a person for the time admitted to membership of *REMCo* under the *REMCo Constitution*.

“REMCo registry” means the database *maintained* by *REMCo* under rule 19(1), containing at least the *REMCo standing data* and the information referred to in rule 22(4).

{Note: The information referred to in rule 22(1) relates to *GBO identifications*.}

“REMCo Specification Pack” means the suite of documents, as approved by *REMCo*, to support the operation of these rules.

“REMCo standing data”, in relation to a *delivery point*, means the information set out in rule 20(1) for the *delivery point*.

“removal request” means a *notice* by a *pipeline operator* to *REMCo* requesting *REMCo* to remove the *swing service provider* or *shipper* from the *shipper register*.

“renomination” has the meaning given to that term in rule 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 *REMCo* under rule 192(2) for the *gas day*.

“revised estimate of unaccounted for gas” is calculated under rule 223(2)(b).

“revised net system load” has the meaning given to it in rule 232(2).

“revised user’s unaccounted for gas” means the amount calculated under rule 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 *REMCo* under rule 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

(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).

“ROLR 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 rule 104 from the *ROLR event user* to the *ROLR*.

“rule 192(2) notice” has the meaning given to it in rule 192(2).

“rule change committee” means the committee established under rule 383.

“rule change outline” means a report under rule 378B.

“rule change request” means a *notice* under rule 378(2) from a *participant, pipeline operator, prescribed person* or *interested person* to *REMC* requesting amendment to a rule specified in the request.

“rule change withdrawal request” means a notice under rule 378A(2) requesting the withdrawal of a *rule change request* from the rule change process in Chapter 9.

“SBRA” has the meaning given to it in Rule 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*.

“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 rule 362A, the fixed charge not exceeding \$15,000 per annum, for the ongoing operating costs of *REMC* imposed upon each *REMC member*.

“service order reference” means the unique identifier used to identify a *user’s* service order as either:

- (a) specified by a *user* under rule 105(3)(b)(i), 117(3)(b) or 125(4)(b); or
- (b) assigned by *REMC*o under rule 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 rule 249.

“shipper register” means the register of *shippers* and *swing service providers* established under rule 173.

“shipper’s deemed injection” is calculated under rule 246.

“small use customer”, has the meaning given to it under section 3 of the *Energy Coordination Act 1994*.

{Note: At the time these rules 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.

“SSP” means a *swing service provider*.

“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" means the *Swing Service Provider of Last Resort Umbrella Deed* between REMCo and a SSPOLR for a *sub-network* on the terms and conditions set out in Appendix 8 or agreed between REMCo and a SSPOLR for a *sub-network*.

"SSPUD" means the *Swing Service Provision Umbrella Deed* between REMCo and an SSP on the terms and conditions set out in Appendix 7.

"standing nomination" has the meaning given to it in rule 195.

"standing SSPOLR bid" means the *bid* deemed by rule 285(2) to have been lodged by a SSPOLR.

"start of business" means 0800 hours in the relevant *jurisdiction*.

"State" means the State of Western Australia.

"status report" has the meaning given to it in rule 269(2).

"street/suburb combination" means a combination of a:

(a) street name; and

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

(b) street type code; and

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

(c) street suffix; and

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

(d) the suburb, place or locality in which the street is located; and

{For example: "Adelaide", "Mosman Park" or "Kippa-ring".}

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

{For example: "WA".}

(f) ~~post code~~;

(g) *sub-network*; and

{For example: "Metro North" or "Metro South".}

(h) *gas zone code*.

{For example: "1106" or "1107".}

“street/suburb table” means a table of *street/suburb combinations* extracted from a *MIRN database* under rule 59.

“sub-network” means:

- (a) a part of a *GDS* which a *network operator* identifies under rule 15 as a sub-network for contractual and operational purposes and which is listed in Appendix 1; or

~~(a) a farm tap sub-network.~~

“subscriber” means a person designated as such under rule 277.

“substituted value” means a value designated as such under rule 157.

“summed basic-meter reconciliation amount”, for a *user*, is a quantity of gas and is calculated under rule 233.

“surplus” has the meaning given to it under rule 271.

“swing base amount” has the meaning given to it in rule 259.

“swing error” or **“SE”** has the meaning given to it under rule 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 rule 295(2).

“swing service causation compensation payment” has the meaning given to it in rule 300.

“swing service contract” means a contract between a *swing service provider* and a *user* which arises under a *SSPUD* when *REMCo* issues a *contract note* under rule 296.

“swing service fee” or **“FSS”** has the meaning given to it in rule 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 deed” or **“SSPOLRUD”** has the meaning given to it under rule 280(1).

“swing service provision umbrella deed” or **“SSPUD”** has the meaning given to it under rule 279.

“swing service repayment quantity” or **“SRQ”** has the meaning given to it under rule 299.

“system down time” has the meaning given to it in rule 304.

“TANUSA” means the total of all *users’ adjusted non-user-specific amounts* for the *pipeline* for the *gas day* under rule 273.

“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).

~~**“temperature sensitivity heating rate”** means the rate at which the energy consumption for a *delivery point* varies with change in the *heating degree day* value as advised by the *network operator* from time to time under rule 1.~~

“total basic-meter reconciliation amount” or **“TBRA”**, for a *user*, is a quantity of gas and is calculated under rule 235.

“total basic-meter withdrawal reconciliation amount” or **“TBWRA”**, for a *user*, is a quantity of gas and is calculated under rule 237.

“total corrected injections” for a *sub-network* is calculated under rule 221.

“total delta basic-meter reconciliation amount”, for a *user*, is a quantity of gas and is calculated under rule 240(1).

“total delta pipeline injection” or **“T Δ PI”**, for a *gate point*, is a quantity of gas and is calculated under rule 238(4).

“total interval-meter reconciliation amount” or **“TIRA”**, for a *user*, is a quantity of gas and is calculated under rule 236.

“total non-user-specific swing service cost” has the meaning given to it under rule 290.

“total (pre-procurement) swing service” has the meaning given to it under rule 262.

“total reconciliation amount”, for a *user*, is a quantity of gas and is calculated under rule 242.

“total swing service cost” is calculated under rule 289.

“total user-specific swing service cost” is calculated under rule 291.

“transaction” means the process initiated by the lodgement of a *notice* with *REMC*o under these rules, which if completed, will result in an amendment to the *REMC*o *standing data*.

“transfer” means the transfer under these rules of the responsibility for gas delivery to a *delivery point* from the *current user* to an *incoming user*.

{Note: For the purposes of these rules a *transfer* is effected by recording the *incoming user* as the *current user* in the *REMC*o *registry* — see rule 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 rule 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 rule 86(2) from a *network operator* or under rule 87(3) from a *ROLR* objecting to a *requested transfer*.

“transfer objection resolution period” means (as applicable):

- (a) if a *transfer objection* has been lodged under rule 86(1) or rule 87(2) — the period ending when the time allowed for lodging a *transfer objection withdrawal notice* under rule 91(1) expires; or
- (b) if a *transfer objection* has not been lodged under rule 86(1) or rule 87(2) — the period ending when the time allowed for lodging a *transfer objection* under rule 86(1) or rule 87(2) (as applicable) expires.

“transfer objection withdrawal notice” means a *notice* under rule 91(2) from a *participant* to *REMCo* withdrawing an *open transfer objection* for a *delivery point* specified in the *notice*.

“transfer request” means a *notice* under rule 81(1) from an *incoming user* to *REMCo* requesting *REMCo* 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 rule 95(4) from an *incoming user* to *REMCo* 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 rule 276.

“TSS(BS) bid” has the meaning given to it under rule 288A.

“uncovered sub-network” means a *sub-network* which is not:

- (a) a “covered pipeline” as defined in the *National Gas Access (Western Australia) Law*; or
- (b) subject to any other third party access regime under a *law* or under an instrument having effect under a *law*.

“**user**” means an entity that has a *haulage contract* for the transport of gas through a *sub-network* under these rules.

“**user’s amount**” has the meaning given to it in rule 196.

“**user-specific swing error**” has the meaning given to it in rule 261.

“**user’s basic-metered withdrawals**” has the meaning given to it under rule 230.

“**user’s deemed withdrawals**” or “**UDW**” for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under rule 248.

“**user’s estimated basic-metered withdrawals**” or “**UEBW**” is calculated under rule 227.

“**user’s estimated total withdrawals**” for a *user* for a *sub-network* for a *gas day* is calculated under rule 228.

“**user’s gas injections**” has the meaning as given to it in rule 187.

“**user’s interval-metered withdrawals**” or “**UIW**” is calculated under rule 222.

“**user’s pipeline nomination amount**” for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under rule 197.

“**user’s (pre-procurement) socialised swing service**” has the meaning given to it in rule 266.

“**user’s reconciliation adjustment amount**”, for a *user*, is a quantity of gas and is calculated under rule 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’s total nomination amount” for a *user* for a *pipeline* for a *sub-network* for a *gas day* is calculated under rule 198.

“user’s total (pre-procurement) swing service” has the meaning given to it in rule 262.

“user’s unaccounted for gas reconciliation amount” or **“UUAFGRA”**, for a *user*, is a quantity of gas and is calculated under rule 241.

“user’s unaccounted for gas reconciliation adjustment amount”, for a *user* for a *sub-network* for a *gas day*, is calculated under Rule 243(3).

“UUAFG” is defined in rule 229(2).

“validated procurement request” has the meaning given to it in rule 269.

“verification” means the process undertaken by a *network operator* in accordance with the verification guidelines contained in sections 0 and 0 of Appendix 2, to ensure the accuracy of the *metering data*.

3. Interpretation

(1) In these rules, 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 rules or any other instrument includes any variation or replacement of any of them; and

- (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 rules and the *REMCo 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 rules; 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 rule 2 or elsewhere, and in interpreting these rules, 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 rules 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 rules:
 - (i) is provided for information only and does not form part of these rules; and
 - (ii) is to be disregarded in interpreting these rules; and
 - (iii) might not reflect amendments to these rules.
- (2) In these rules:
- (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 *REMC*o 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 REMCo records a user's GBO identification as "deregistered" in the REMCo registry under rule 22(10).

- (3) In these rules, a reference to "**gas day D**" is a reference to whichever *gas day* is designated by the rule 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 rule 236, if Wednesday is designated *gas day D*, a reference to *gas day D-1* in rule 236 is a reference to Tuesday.}

4. Delegation

REMCo may delegate any one or more of the powers and functions conferred on it by these rules to one or more committees consisting of any number of either or both of *REMCo* directors and other persons, as *REMCo* thinks fit.

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 rules, one hundred cubic feet equals 2.832 cubic metres.
- (2) *REMCo* and each *participant, pipeline operator* and *prescribed person* must comply with Appendix 5 in respect of calculations, rounding and units under these rules.

6A. Time under these rules

- (1) *REMCo* must operate the *REMCo information system* and date and time stamp *transactions* under these rules, including the *process time*, on the basis of market standard time, which is Greenwich Mean Time plus 10 hours.
- (2) A reference in these rules:
- (a) as to "gas day":

- (i) a reference in these rules 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 rule 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 in the relevant *jurisdiction*; and
 - (c) to **"2400 hours"** on a day is to midnight at the end of the day in the relevant *jurisdiction*; and
 - (d) to a time (including *start of business* or *close of business*) under these rules, 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 rules

7. Obligation to act as a reasonable and prudent person

- (1) Subject to rule 7(2), each of *REMC*, 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 rules, 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 rules claims the benefit of rule 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 rules as soon as reasonably practicable.
- (3) Without limiting rule 7(2)(b), upon the event or circumstance that prevented the person from carrying out its obligations under these rules ceasing, the person who claimed the benefit under rule 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.

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 rules has no legal effect unless it is in writing and either sent in the format required under rule 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 rule 22(2), must prior to being issued a *GBO identification* under rule 22(2)(b) provide *REMC* with their nominated contact details for at least the type of address and contact details referred to in rule 8(1) (or such address and contact details as *REMC* may request from time to time), and keep *REMC* and all other persons with a

GBO identification under these rules, informed of any changes to these details as may occur from time to time.

- (3) *REMCo* may, by *notice* to each person who is required under rule 22(2) to have a *GBO identification*, nominate more than one electronic address for the purposes of electronic communications to *REMCo* under rule 8(1)(a).
- (4) A person who is required to have a *GBO identification* under rule 22(2) (other than *REMCo*) may, by notice to *REMCo*:
 - (a) for the purposes of electronic communications under rule 8(1)(a) from *REMCo* to the person – request *REMCo* to consent to the person nominating more than one electronic address, and *REMCo* must within 2 *business days* notify the person that it consents to such a request unless there are reasonable grounds for *REMCo* withholding consent; and
 - (b) for any other electronic communications under rule 8(1)(a) – nominate more than one electronic address.
- (5) A notice under rule 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) IF a *notice* under rule 8(3) or 8(4) is given by a person other than *REMCo*, *REMCo* must *notify* each person who is required under rule 22(2) to have a *GBO identification* of the contents of the *notice* within 2 *business days* of receiving the *notice*, and if rule 8(4)(a) applies, whether *REMCo* 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 rule 8(1), a person may give a *notice* other than in accordance with rule 8(1), but if so the person must, as soon as practicable, confirm the *notice* in writing and by a method prescribed by rules 8(1)(a) to 8(1)(d).

9. Format of notices

Notices given under these rules 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 *REMCo Specification Pack*.

10. There is no rule 10

11. Delivery times for notices

- (1) If a person ("**sender**") is required under these rules to give a *notice* "**immediately**" in:
 - (a) aseXML format — then subject to rule 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 *REMCo 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 rules to give a *notice* "**promptly**" in:
 - (a) aseXML format — then subject to rule 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 *REMCo 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 rules 11(1)(a) and 11(2)(a) do not apply during *permitted down time*.
- (4) During the 12 months after the *go-live date* ("**initial period**"), *REMCo* may from time to time in its discretion, after consulting with each *sender*, specify one or more longer time periods under rule 11(1) or 11(2), but no longer time period specified under this rule 11(4) applies after the end of the *initial period*.

12. Notices by facsimile, hand delivery or post

- (1) Any *notice* given in accordance with rules 8(1)(b) to 8(1)(d) will be deemed to have been received:
 - (a) subject to rule 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 rules 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 rules, 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 rules an *automated response message*:
 - (a) is not an email that requires receipt of a further *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. REMCo may lodge and accept notices on behalf of a self-contracting user

- (1) A *self-contracting user* may request *REMCo*, or *REMCo'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 rules on behalf of the *self-contracting user* in relation to the *transfer request* referred to in rule 13(1)(a).
- (2) Upon receiving a request under rule 13(1), *REMCo*, or *REMCo'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 *REMCo* determines.

Part 1.4 – These rules and other instruments

14. Other instruments

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

- (a) the *REMCo Specification Pack*, but not the portions of the *REMCo 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 rule change procedure under these rules do apply to any amendment made to the documents listed in rule 14(1)-(a), but not to the document listed in 14(1)(b) or to the portions of the *REMCo Specification Pack* that apply only in South Australia.
- (3) In the event of any inconsistency between the provisions of these rules and either of the documents listed in rule 14(1), the inconsistency is to be resolved by giving precedence to these rules and then each of the other documents shall be read in the order of precedence as listed in rule 14(1).
- (4) *REMCo* must publish the *REMCo Specification Pack*, as amended from time to time.

14A. REMCo 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 *REMCo Specification Pack* for the relevant type of communication, unless:
- (a) expressly stated in these rules; or
 - (b) permitted by *REMCo* with regard to a *self-contracting user*.
- (2) *REMCo* cannot provide a release to a *self-contracting user* under rule 14A(1)(b) from the requirements in the *REMCo Specification Pack* relating to the format of communications.
- (3) Where *REMCo* provides a release to a *self-contracting user* from an obligation specified in the *REMCo Specification Pack* under rule 14A(1)(b), *REMCo* must advise the *network operator* of its decision.
- (4) *REMCo* may reject any communication that does not comply with the requirements of rule 14A(1).

{Note: For clarity, REMCo 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* as at the *go-live date* 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~~ Appendix 1, or propose to change an existing uncovered sub-network, or covered sub-network as listed in Appendix 1, that is applicable to the *jurisdiction* in which the *network operator's GDS* resides, ~~and if it~~. If the network operator does so, it must *notify REMCo* of the proposed new *sub-network* or proposed changes to an existing uncovered sub-network, or covered sub-network at least 2040 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 rule 15(3), *REMCo* 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. Rule change procedure does not apply to amending and updating Appendices

- (1) An amendment to:
 - (a) Appendix 1; and
{Note: The procedure for amending Appendix 1 is set out in rule 15.}
 - (b) Appendix 2 (excluding 0); and

(c) Appendix 7; and

(d) Appendix 8; and

is not a rule change under Chapter 9 and Part 9.2 does not apply to the amendment.

- (2) For the avoidance of doubt, 0 is subject to Chapter 9.
- (3) Except as otherwise provided in these rules and subject to rule 16(4), a *network operator* may amend those sections of Appendix 2 that are applicable to the *jurisdiction* in which the *network operator's GDS* resides.
- (4) Before any amendment to Appendix 2 takes effect, the *network operator* must:
 - (a) consult each *user* and *REMCo* in relation to the amendment; and
 - (b) take into consideration any reasonable objection to, or request to alter, the proposed amendment, from *users* or *REMCo*; and
 - (c) provide *notice* to each *participant* and *REMCo* (in such format as the *network operator* and *REMCo* 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, *REMCo* 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 *REMCo* 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, *REMCo* 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 *REMCo* reasonably may determine) of the amended Appendix at least 20 *business days* prior to the updated Appendix taking effect.

{Note: *REMCo* and the *SSPs* or *SSPOLRs* must execute variations to the *SSPUD* or *SSPOLRUD* prior to *REMCo* 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– Review of rules

17. Review of the rules

Except as otherwise stated in these rules:

- (a) in March 2015, or as soon as practicable thereafter, and every fifth anniversary from that date, *REMCo* must consult with the *rule change committee* on whether a review of these rules is to be undertaken; and
- (b) *REMCo* may determine at its discretion at any other time that a review of these rules is to be undertaken; and
- (c) if a review of these *rules* is to be undertaken, *REMCo* must develop a process (“**rules review process**”) and *notify* all persons required to comply with these rules of the *rules review process*.

{Note: Rule 308 provides for an additional review process for Chapter 5.}

Chapter 2 – The databases

Part 2.1 – The REMCo registry

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

18. REMCo registry is deemed to be correct

- (1) If there is an inconsistency between an item of the *REMCo standing data* for a *delivery point* and an item in another database, then for the purposes of these rules and in the absence of manifest error the *REMCo standing data* is deemed to be correct.
- (2) Nothing in rule 18(1) limits *participants'* obligations to lodge a *data change notice* under rule 27 or an *error correction notice* under rule 32.
- (3) Nothing in rule 18(1) limits *participants'* ability to enter into agreements to address or correct errors or inaccuracies in the *REMCo standing data* for a *delivery point*, subject to *participants* ensuring they comply with their obligations under rule 26.

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

19. Maintenance and administration of the REMCo registry

- (1) *REMCo* must *maintain* and administer the *REMCo registry* under these rules.
- (2) The *REMCo registry* must include all *delivery points* in each *jurisdiction*.

20. REMCo standing data

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

Information	Source
(a) the <i>MIRN</i> ; and	<i>network operator</i>
(b) the <i>MIRN status</i> ; and	<i>network operator</i>

Information	Source
(c) the first date on which the <i>MIRN</i> became <i>commissioned</i> ; and {Note: If the <i>delivery point</i> was connected before the commencement of these <i>rules</i> , this date will differ from the date of first connection.}	<i>REMCo</i> , based on the date notified to it by the <i>network operator</i> under rule 65(2)(b)
(d) the <i>GBO Identification</i> of the <i>current user</i> ; and	In the case of a <i>new connection— network operator</i> . In all other cases — <i>REMCo</i> .
(e) the <i>GBO Identification</i> of the <i>ROLR</i> ; and	<i>REMCo</i> (drawing the information from the <i>ROLR scheme</i>)
(f) the <i>GBO Identification</i> of the <i>network operator</i> ; and	<i>network operator</i>
(g) whether the <i>delivery point</i> is equipped with an <i>interval meter</i> or a <i>basic meter</i> ; and	<i>network operator</i>
(h) the <i>gas zone</i> ; and	<i>network operator</i>
(i) whether or not the <i>customer</i> at the <i>delivery point</i> is a <i>small use customer</i> ; and	<i>REMCo</i>
(j) There is no (j)	
(k) There is no (k)	
(l) There is no (l)	
(m) the <i>last date of modification</i> ; and	<i>REMCo</i>
(n) the last person to initiate a modification to the <i>REMCo registry</i> for the <i>MIRN</i> .	<i>REMCo</i>

- (2) In rule 20(1), “**source**” means the person responsible for providing the information to *REMCo*, not necessarily the person who is the originating source of the information.

{Note: If a *jurisdiction* does not have a *ROLR scheme*, then the item of *REMCo standing data* in rule 20(1)(e) will be a dummy *GBO identification* for that *jurisdiction*.}

21. Current user remains financially responsible for a delivery point

A *user* remains recorded in the *REMCo 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) *REMCo* accepts an *error correction transaction* in respect of the *delivery point*.

{Note: This rule 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 rules (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 rules.
- (2) Prior to *REMCo* issuing a *GBO identification* under rule 22(2), *REMCo* must determine as a *reasonable and prudent operator* whether a person referred to under rule 21A(1) has satisfied the *FRC Hub certification criteria*.
- (3) Upon satisfaction of the *FRC Hub certification criteria* under rule 21A(2), *REMCo* must issue a *FRC Hub compliance certificate* to the person.
- (4) *REMCo* may immediately cancel a *FRC Hub compliance certificate* if, in *REMCo’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 *REMCo Specification Pack* in such a manner that the integrity of the *FRC Hub* is jeopardised.

- (5) The consequences of *REMC*o 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 rules; and
 - (b) the person is not entitled to personally send and receive *notices* under these rules via the *FRC Hub* at any time during the period its *FRC Hub compliance certificate* is cancelled; and
 - (c) subject to rules 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 rules.

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

- (6) *REMC*o must restore a cancelled *FRC Hub compliance certificate* upon demonstration by the person whose *FRC Hub compliance certificate* has been cancelled, to *REMC*o'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 rules as referred to in rule 21A(4).

21B. Readiness certification

- (1) Each person required, or who has agreed, to comply with some or all of these rules (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 rules.
- (2) Prior to *REMC*o issuing a *GBO identification* under rule 22(2), *REMC*o must determine as a *reasonable and prudent person* whether a person referred to under rule 21B(1) has satisfied the

readiness criteria, and if so, issue a *readiness certificate* to the person.

22. GBO identification

- (1) *REMC*o must have a unique *GBO identification* in each *jurisdiction*.
- (2) *REMC*o must upon issuing a *FRC Hub compliance certificate* under rule 21A(3) and a *readiness certificate* under rule 21B:
 - (a) *notify* each person required to have a *GBO identification* under rule 22(2), of *REMC*o's *GBO identification*; and
 - (b) determine and issue a *GBO identification* for the person for each capacity in which it operates under these rules; 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 rule 22(2)(b) as "active" in the *REMC*o registry; and
 - (d) within 1 *business day* of issuing a *GBO identification* under rule 22(2)(b), *notify* all other persons with a *GBO identification* under these rules of the *GBO identification* for the new person and provide them with the information set out in rules 22(4)(a) to 22(4)(c).
- (3) *REMC*o must ensure that each person required to have a *GBO identification* under these rules has a different *GBO identification* for each capacity in which it operates under these rules, but the same *GBO identification* if it operates in the same capacity in both *jurisdictions*, 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) *REMCo* must ensure that the *REMCo registry* holds at least the following *accurate* information in respect of each *GBO identification* issued by *REMCo* under rule 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 rule 8(2); and
 - (e) the effective date of any change to the information set out in rules 22(4)(a) to 22(4)(c).
- (5) Upon any detail changing under rule 22(4), *REMCo* 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 rules 22(4)(a) to 22(4)(e).
- (6) *REMCo* must record a person’s *GBO identification* as “suspended” in the *REMCo registry*:
 - (a) if the person is a *REMCo member* — upon the person’s membership ceasing under the *REMCo Constitution*; and
 - (b) if the person is a party to an agreement entered into under these rules 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 *REMCo* recording a person’s *GBO identification* as “suspended” in the *REMCo registry* are:
 - (a) the person must continue to comply with its obligations under these rules; and
 - (b) for a *user* — without limiting rule 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 rule 22(7)(a), the *swing service provider* is not entitled to exercise its rights under rule 281;
 - (d) for a *network operator* — without limiting rule 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 *REMCo 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 rule 22(6)(b), then when the agreement provides that the person's *GBO identification* should be marked as "active", *REMCo* must record the person's *GBO identification* as "active" in the *REMCo registry*.
- (10) *REMCo* must record a person's *GBO identification* as "deregistered" in the *REMCo registry*:
- (a) if the person is no longer required to comply with these rules — upon *REMCo* being notified that the person is no longer required to comply with these rules; and
 - (b) if the person is no longer required to be bound by these rules through an agreement with *REMCo* — upon that person ceasing to be bound by the agreement with *REMCo*; and
 - (c) if the person ceases to act in the capacity under these rules to which the *GBO identification* relates — upon that person ceasing to act in that capacity; and
 - (d) upon the person exiting the market under rule 377B.
- (11) The consequence of *REMCo* recording a person's *GBO identification* as "deregistered" in the *REMCo registry* is that the person is no longer required to comply with these rules and is not entitled to accrue any rights under these rules.

23. REMCo to provide bulk REMCo standing data

- (1) In this rule, "**bulk REMCo standing data**":

- (a) in relation to a *network operator* — means the *REMCo standing data* for every *delivery point* in the *network operator's GDS*; and
- (b) in relation to a *user* — means the *REMCo standing data* for every *delivery point* for which the *user* is the *current user*.

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

- (2) A *participant* may request *REMCo* to provide the *participant* with *bulk REMCo standing data* ("**bulk REMCo standing data request**").
- (3) A *bulk REMCo standing data request* is valid only if the *participant* requesting the *bulk REMCo standing data* has an *active GBO identification*.
- (4) Upon receipt of a *bulk REMCo standing data request* that is not valid, *REMCo* must *immediately notify* the *participant* that lodged the *bulk REMCo standing data request* that the *bulk REMCo standing data request* has been rejected and provide the reason why the *bulk REMCo standing data request* is not valid.
- (5) Subject to rule 23(6), *REMCo* must provide *bulk REMCo standing data*:
 - (a) to each *participant* on a quarterly basis; and
 - (b) subject to rule 23(7), to a *participant* upon receiving a valid *bulk REMCo standing data request*; and
 - (c) to the *ROLR* under rule 104(5) within the time required by that rule.
- (6) *REMCo* must:
 - (a) *notify* the *participant* of the time and date on which it will generate *bulk REMCo standing data*, which must be at least 5 *business days* after the date of notification under this rule 23(6)(a); and
 - (b) generate the *bulk REMCo standing data* at the time and on the date notified under rule 23(6)(a); and

- (c) provide the *bulk REMCo standing data* to the *participant* within 2 *business days* after the date of generation under rule 23(6)(b).
- (7) *REMCo* may, by having regard to the number of *bulk REMCo standing data requests* made by a *participant*, impose a limit on the number of *bulk REMCo standing data requests* a *participant* may lodge in any 30 day period for a fixed or indefinite period.

Part 2.2 – Changing the REMCo registry

Division 2.2.1 – Obligation to keep REMCo registry accurate

24. Purpose of this Part

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

25. REMCo must keep REMCo registry accurate

- (1) *REMCo* must not knowingly permit the *REMCo registry* to be materially *inaccurate*.
- (2) If *REMCo* becomes aware of a material *inaccuracy* in the *REMCo registry*, then:
 - (a) if it is the source for the item of the *REMCo standing data* under rule 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 *REMCo standing data* under rule 20(1) — it must notify the *network operator* as soon as practicable and provide details of the *inaccuracy*.

26. Participants must keep REMCo registry accurate

- (1) Without limiting rule 27 or rule 32, a *participant* must not knowingly permit the *REMCo registry* to be materially *inaccurate*.
- (2) A *network operator* may discharge its duty under rule 26(1) by, as soon as practicable:
 - (a) lodging a *data change notice* under rule 27(1)(a); or

- (b) *notifying REMCo* under rule 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 rule 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 rule 26(1) by, as soon as practicable notifying:
 - (a) the *previous user* under rule 32(1)(a) that it incorrectly lodged a *transfer request*; or
 - (b) the *network operator* under rule 32(1)(b).
- (4) A *previous user* may discharge its duty under rule 26(1) by, as soon as practicable lodging an *error correction notice* under rule 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 *REMCo* with *maintaining accurate REMCo standing data* in the *REMCo registry* and correcting incorrect *delivery point transactions* by providing all reasonable assistance to *REMCo* 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 *REMCo standing data* for the *delivery point* for which it is the source under rule 20(1), then it must as soon as practicable:
 - (a) lodge a *data change notice* for the *delivery point* with *REMCo*; or

- (b) *notify REMCo* that multiple *data change transactions* are required and should be dealt with as a *bulk transaction* under rule 31.
- (2) If *REMCo* determines that the multiple *data change transactions* referred to in rule 27(1)(b) should not be dealt with as a *bulk transaction*, then:
- (a) *REMCo* must *immediately notify* the *network operator* of this determination; and
 - (b) the *network operator* must lodge a *data change notice* under rule 27(1)(a) in respect of each *delivery point* affected by the *network operator's* proposed change to the *REMCo standing data*.
 - {Note: The next rule dealing with multiple *data change transactions* is rule 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 *REMCo standing data*; and
 - (d) the reason for the proposed amendment; and
 - (e) the earliest date that the proposed amendment to the *REMCo standing data* can be registered in the *REMCo registry*.

28. Requirements for valid data change notice

A *data change notice* is valid only if:

- (a) the *delivery point* exists in the *REMCo 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 *REMCo 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 *REMCo registry*; and
 - (f) the proposed amendment relates to item 20(1)(h) of the *REMCo registry*, that the proposed *gas zone* exists in the *REMCo registry*; and
 - (g) the date proposed under rule 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, *REMCo* 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 REMCo accepts data change transaction

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

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

31. Multiple data change transactions

- (1) Where *REMCo* determines that multiple *data change transactions* need to be handled as a bulk *transaction*, *REMCo* 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*, *REMCo* must update the *REMCo registry* accordingly, to take effect from the start of the *gas day* as determined by *REMCo* under rule 31(1) and provide the affected parties with at least the information contained in rule 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 *REMCo standing data* as the result of:
 - (a) lodging an incorrect *transfer request* with *REMCo*, then the *current user* must as soon as practicable *notify* the *previous user* of this fact. If the *current user* does not know the identity of the *previous user* then:
 - (i) the *current user* must as soon as practicable *notify* *REMCo* and request *REMCo* to *notify* it of the identity of the *previous user*. The *current user's* request must include the following details:
 - A. the *MIRN* for the relevant *delivery point*;
 - B. the *GBO identification* of the person lodging the notice;
 - C. the date the *transfer request* was completed (being the *transfer day* on which the *transfer* was purported to have occurred).
 - (ii) within one *business day* of receiving a *notice* under rule 32(1)(a)(i) *REMCo* must confirm that:

- D. the person lodging the notice is the *current user*;
 - E. the *delivery point* exists within the *REMCo Registry*; and
 - F. a *transfer* was completed on the day referred to in the *notice*; and
- (iii) if *REMCo* is able to confirm these matters, *notify* the *current user* of the identity of the *previous user*; or
- if *REMCo* is not able to confirm the matters in rule 32(1)(a)(ii), then within one *business day* of receiving a *notice* under rule 32(1)(a)(i) *REMCo* must notify the *current user*.
- (iv) As soon as practicable after receiving a *notice* under 32(1)(a)(ii), the *current user* must *notify* the *previous user* that it has become aware of an error or inaccuracy in an item of *REMCo standing data* as a result of lodging an incorrect *transfer request*;
- (b) the *network operator* having lodged an incorrect *delivery point transaction* with *REMCo* in respect of *new connection confirmation notice* or *permanent removal confirmation notice* — the *current user* must as soon as practicable *notify* the *network operator* of this fact.
- (2) If a *previous user* is notified under rule 32(1)(a) it may as soon as practicable lodge an *error correction notice* for the *delivery point* with *REMCo*.
- (3) If a *network operator* becomes aware of an error or inaccuracy in an item of the *REMCo standing data* as the result of:
- (a) being notified by the *current user* under rule 32(1)(b); or
 - (b) lodging an incorrect *delivery point transaction* with *REMCo* in respect of *new connection confirmation notice* or *permanent removal confirmation notice*,
- then subject to rule 32(4), it must as soon as practicable lodge an *error correction notice* for the *delivery point* with *REMCo*.

- (4) Before a *network operator* lodges an *error correction notice* as a result of rule 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 *REMCo 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:
 - G. the *participant* lodging the *notice* is the *previous user*; and
 - H. a *transfer* occurred on the *transfer day* specified in the *notice*; and
 - I. the *MIRN status* is *commissioned* or *decommissioned*; and
 - J. 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:

- K. the *participant* lodging the *notice* is the *network operator*; and
- L. the effective date of the change to the *MIRN status* recorded in the *REMC**o registry* occurred on the date specified in the *error correction notice*; and
- M. is the most recently completed *transaction* in respect of the *delivery point* as recorded in the *REMC**o 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, *REMC**o* 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 reinstate 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 rule 32(1), *REMC**o* 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 *REMC*o 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 *REMC*o 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 REMCo 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 rule appears at rule 50(a) where REMCo must update the *REMCo 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 rule 35(b)(ii)D or 35(b)(iii)C, a *participant* may lodge with REMCo 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 rule 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 rule 36(1); and
- (d) it is lodged within the time period allowed under rule 36(1).

37. If error correction objection is not valid

Upon receipt of an *error correction objection* which is not valid, *REMC*o 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*, *REMC*o 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 rule 38(b)(ii), a *participant* that lodged an *error correction objection* may lodge an *error correction objection withdrawal notice* with *REMC*o.

- (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 rule 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 rule 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, *REMC*o 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*, *REMC*o 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, *REMC*o does not receive a valid *error correction objection withdrawal notice* within the time period specified under rule 39(1), *REMC*o 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 rule 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 *REMC*o completes the *error correction notice* under rule 46, by lodging an *error correction withdrawal notice* to *REMC*o.
- (2) A provision of these rules permitting or requiring *REMC*o to *cancel* an *error correction transaction* does not limit the generality of rule 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, *REMC*o 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*, *REMCo* 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. REMCo to mark as pending and then complete error correction transaction in respect of an incorrect transfer

(1) If *REMCo*:

- (a) has accepted a valid *error correction notice* under rule 35(a) in respect of an incorrect *transfer*; and
- (b) has not been notified of a *correction withdrawal notice* under rule 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, *REMCo* 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 rule 46(1)(e), *REMCo* 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 rule 46(2), *REMC*o must update the *REMC*o registry under rule 50(a).}

47. When error correction transactions take effect

Unless these rules 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 rule 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 REMCo registry and provision of REMCo standing data

49. Updating REMCo registry after accepting a data change transaction

*REMC*o must upon accepting a *data change transaction* in relation to a *delivery point* under rule 30, amend the relevant item of *REMC*o standing data in the *REMC*o registry to take effect from the

start of the *gas day* specified under rule 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 rule 49 does not apply to multiple *data change transactions* that are dealt with as a bulk *transaction* under rule 31(2).}

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

REMCo 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 rule 35(a) — forthwith correct the relevant item of *REMCo standing data* in the *REMCo registry*, to take effect from the start of the *gas day* specified in rule 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 rule 46 — forthwith correct the relevant item of *REMCo standing data* in the *REMCo registry*, to take effect from the start of the *gas day* specified in rule 47(a).

51. Updating REMCo registry due to change in MIRN status

REMCo must:

- (a) upon accepting a valid *new connection confirmation notice* under rule 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 *REMCo registry* including the items of the *REMCo standing data* provided by the *network operator* and including for a *basic-metered delivery*

point, REMCo determining whether the customer is a small use customer under rule 373,

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

- (b) upon accepting a valid *disconnection confirmation notice* under rule 116(1)(a) — forthwith record the *MIRN status* in the *REMCo registry* as *decommissioned*, to take effect from the start of the *gas day* on which the *MIRN* became *decommissioned* as notified to *REMCo* by the *network operator*; and
- (c) upon accepting a valid *reconnection confirmation notice* under rule 124(1)(a) — forthwith record the *MIRN status* in the *REMCo registry* as *commissioned*, to take effect from the start of the *gas day* on which the *MIRN* became *commissioned* again as notified to *REMCo* by the *network operator*; and
- (d) upon accepting a valid *permanent removal confirmation notice* under rule 132(a) — forthwith *deregister* the *MIRN* in the *REMCo registry*, to take effect from the start of the *gas day* on which the *MIRN* became *deregistered* as notified to *REMCo* by the *network operator*.

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

REMCo must:

- (a) record the *incoming user* in the *REMCo 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 rule 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 rule 373 — within 1 *business day* record in the *REMCo 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 *REMCo*.

53. Provision of REMCo standing data

- (1) Upon updating the *REMCo registry* under rule 49, 50(a)(ii), 51(b), 51(c), 51(d) or 52(b), *REMCo* 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 *REMCo standing data*; and
 - (c) the reason for the update to the item of *REMCo standing data*; and
 - (d) the *last date of modification* of the *REMCo registry* for the *MIRN*; and
 - (e) the last person to initiate a modification to the *REMCo registry* for the *MIRN*.
- (2) Upon updating the *REMCo registry* under rule 50(b) or 52(a), *REMCo* 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 *REMCo standing data*; and
 - (iii) the reason for the update to the item of *REMCo standing data*; and
 - (iv) the *last date of modification* of the *REMCo registry* for the *MIRN*; and
 - (v) the last person to initiate a modification to the *REMCo registry* for the *MIRN*; and
 - (b) provide the *current user* with the *REMCo standing data* for the *delivery point* and the reason for the update to the item of *REMCo 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 *REMCo standing data*; and
 - (iv) the *last date of modification* of the *REMCo registry* for the *MIRN*.

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

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

- (3) Upon updating the *REMCo registry* under rule 51(a), *REMCo* 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 *REMCo standing data*; and
 - (iii) the reason for the update to the item of *REMCo standing data*; and
 - (iv) the *last date of modification* of the *REMCo registry* for the *MIRN*; and
 - (v) the last person to initiate a modification to the *REMCo registry* for the *MIRN*; and

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

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

54. REMCo registry to provide audit trail

- (1) *REMCo* must ensure that the *REMCo registry* retains a full change history, such that it can be recreated for a *delivery point* as at the beginning of the *gas day* in the relevant *jurisdiction*, for any date in the preceding 7 years or (if the *REMCo standing data* in the *REMCo registry* covers less than 7 years) for as many years as there is *REMCo standing data* in the *REMCo registry* for the *delivery point*.
- (2) The change history *maintained* under rule 54(1) must for any change to the *REMCo standing data* for a *delivery point* made in the preceding 7 years, or for as many years as there is *REMCo 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 REMCo registry

REMCo must *maintain* or archive the previous *REMCo standing data* for each *delivery point* identified in the *REMCo 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 *REMCo* within 5 *business days*.

55A. Explicit informed consent required

- (1) Before lodging a request with *REMCo* for *historical REMCo 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 REMCo standing data*.}

- (2) If at any time before *REMCo* has provided information to a *user* under rule 57(2), a *customer's explicit informed consent* under rule 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 *REMCo* has provided information to a *user* under rule 57(2), a *customer's explicit informed consent* under rule 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 REMCo standing data

- (1) Subject to rule 56(2), a *user* or a *network operator* may lodge an *historical REMCo standing data request* with *REMCo* in respect of a *delivery point*.
- (2) By lodging an *historical REMCo standing data request* with *REMCo* under rule 56(1), the *user* represents and warrants to *REMCo* that either:
 - (a) the *historical REMCo 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 rule 55A(1).

{Note: Under rule 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 rule 56(2) anew on each day that an *historical REMCo standing data request* is *open*.
- (4) An *historical REMCo 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 REMCo standing data* requested.
- (5) *REMCo* may, by having regard to the number of *historical REMCo standing data requests* it receives, impose a daily limit on the number of *historical REMCo standing data requests* that a *participant* may lodge under rule 56(1) for a fixed or indefinite period.

57. REMCo to provide historical REMCo standing data

- (1) Upon receipt of an *historical REMCo standing data request* under rule 56(1), *REMCo* must:
- (a) confirm that the *participant* has an *active GBO identification*; and
 - (b) if the *historical REMCo standing data request* was made by a *network operator*, confirm that the *network operator* is recorded in the *REMCo registry* as the *network operator* for that *delivery point*.
- (2) Upon confirming the matters in rule 57(1) and provided that the *participant* has not withdrawn the request under rule 57(4), *REMCo* must provide the *historical REMCo standing data* (as requested) to the *participant* that lodged the *historical REMCo standing data request*:
- (a) within 1 *business day*, if the *historical REMCo standing data* requested is less than 2 years old; or
 - (b) within 5 *business days*, if the *historical REMCo standing data* requested is between 2 and 7 years old.
- (3) If *REMCo* was unable to confirm any or all of the matters in rule 57(1), *REMCo* must within 1 *business day* of receiving the *historical REMCo standing data request*:
- (a) reject the *historical REMCo standing data request*; and

- (b) *notify* the *participant* that lodged the *historical REMCo standing data request* that the *historical REMCo standing data request* has been rejected and provide the reason why the *historical REMCo standing data request* has been rejected.
- (4) A *participant* may at any time before receiving the requested *historical REMCo standing data* under rule 57(2), withdraw the request made under rule 56(1) by *notifying REMCo*.

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, eg. 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 rule 60(1)(i) for a *delivery point* not being *accurate*.

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

- (1) Neither a *user* nor *REMCo* 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 *REMCo* may discharge their respective duties under rule 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 rule 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 *REMCo* (as applicable) of its determination and its reasons.

62. Updating MIRN database and MSD database

- (1) A *network operator* must, in accordance with this rule 62, ensure that the information stored in its *MIRN database* and its *MSD database* is *accurate*.
- (2) Rule 62(1) does not require a *network operator* to undertake any investigation in respect of the items referred to in rules 60(1)(i) and 60(1)(j), but this rule 62(2) does not limit the *network operator's* obligations under rule 61(3) if it is notified under rule 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 rule 105(1)(c) or a *reconnection* under rule 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 rule 27(1), the *network operator* will if necessary also raise a *data change notice* with *REMC*, 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 rule 63(2), *REMC*o 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 rule 22(2)(c).
- (2) *REMC*o 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 *REMC*o under rule 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 rule 161 as if the *user* were an *incoming user*; and
 - (b) *promptly lodge* a *new connection confirmation notice* with *REMC*o.

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 *REMC*o *standing data* for which the *network operator* is the source under rule 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 *REMC*o *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 *REMCo 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 *REMCo registry*; ~~and~~
- (g) the *notice* sets out information for the purposes of rules 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, *REMCo* 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 rule 65(2)(b), *REMCo* 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 rule 69, *REMC*o must update the *REMC*o registry under rule 51(a) and provide the *user* and the *network operator* with the *REMC*o standing data for the *delivery point* under rule 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 rule 71(1).
- (2) Each *user* must ensure that each invoice it renders to a *customer* at a *delivery point* to which the *user* delivers gas includes the *MIRN* and *MIRN checksum* for the *delivery point*.

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 rule 76 and the subsequent report that the *network operator* is required to provide *REMC*o under rule 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 rule 72(1).

{Note: Under rule 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 rule 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 rule 75, a *customer's explicit informed consent* under rule 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 rule 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 rule 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. REMCo to review MIRN discovery requests and explicit informed consents

- (1) There is no rule 73(1).
- (2) Each *network operator* must, at least once a month, provide *REMCo* with a report of all *MIRN discovery requests* it received in the period since its last report under this rule 73(1).
- (3) The report under rule 73(1) is to be in a format agreed between *REMCo* and the *network operator* and must provide at least the following information for each *MIRN discovery request* received during the month:
 - (a) the *MIRN*; and
 - (b) the identity of the *user* lodging the request; and
 - (c) the *discovery address*.
- (4) *REMCo* may from time to time inspect each *user's* records of *explicit informed consent* given under rule 72(1), to conduct a *negative assurance audit* of the *user's* compliance with rules 72(1) and 72(4).

74. The MIRN discovery request

- (1) Subject to rule 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 rule 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: "Adelaide", "Mosman Park" or "Kipparing".}
 - (f) *State/Territory*; and

{For example: "WA" .}
 - (g) post code.

74A There is no rule 74A

75. Network operator to respond to MIRN discovery request

- (1) If a *MIRN discovery request* specifies a *MIRN*, then subject to rule 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 rule 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 rule 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 rule 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 rule 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 rule 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 rule 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, rule 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 rule 74(2) at any time.}

- (3) If it is not possible for a *network operator* to resolve a *user's query* under rule 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*.}

Division 3.3.1 – Introduction

{Note: In parallel to the *transfer* process under these rules, 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 *REMCo registry* as the *current user*, then *REMCo* and the affected *users* must cooperate to correct this error by either:
- (a) a *user* lodging an *error correction notice* under rule 32(2); or
 - (b) a *user* lodging a new *transfer request* in respect of the *delivery point* and entering into an agreement under rule 77(2), but to avoid doubt the correcting *transfer* must have only prospective effect.

- (2) Subject to *participants'* obligations under rule 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 rule 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 rule collectively "**transfer errors**").

{Note: The purpose of rule 77(2) is to permit "off-market" correcting transactions. For example, if the *transfer day* is in error.}

- (3) *REMC*o and all involved *participants* to an agreement under rule 77(2) must provide such information in accordance with these rules 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.

79. Explicit informed consent

- (1) Before lodging a *transfer request* with *REMC*o, 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 rule 72, and may include consent for the purposes of rule 82(a).}

- (2) By lodging a *transfer request* with *REMC*o, the *incoming user* represents and warrants to *REMC*o that the *incoming user* has complied with rule 79(1).

{Note: Under rule 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 rule 78.}](#)

- (3) The *incoming user* makes the warranty in rule 79(2) anew on each day that a *requested transfer* is open.

- (4) If, at any time before the *transfer* takes effect under rule 103(1)(c) or rule 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 rule 95 within 2 business days.
- (5) This rule 79 does not apply where the *incoming user* is a *self-contracting user*.

80. Incoming user may lodge a transfer request

- (1) Subject to rule 79 and rule 80(2), an *incoming user* may lodge a *transfer request* with *REMC*o 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 *REMC*o, the *self-contracting user* represents and warrants to *REMC*o that the *self-contracting user* is the *customer* for the *delivery point* to which the *transfer request* relates.

{Note: Under rule 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 rule 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 rule 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 rule 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 *REMC*o that the *transfer request* relates to a *move in*.
- {Note: Under rule 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 rule 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 rule 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 rule 95.
- (5) The *network operator* must:
- (a) use the unique identifier assigned by *REMC*o to each *transfer request* as the *service order reference* for the purposes of rules 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 rule 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 rule 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 rule 99(1).

83. Requirements for valid transfer request

A *transfer request* is valid only if:

- (a) the *delivery point* exists within the *REMC*o 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: *REMC*o determines under rule 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, *REMC*o 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*, *REMC*o 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 *REMC*o 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 *REMCo* 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 *REMCo* 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 *REMCo* will not *notify the current user* of the identity of an *incoming user*, however *REMCo* 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) *REMCo* 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 *REMCo* receives in writing from the *current user* in relation to the *transfer request*.
- (4) For the purposes of rule 85(3), *REMCo* must provide the *incoming user* with the information *REMCo* receives, in the same format as *REMCo* received the information from the *current user*, provided that it is a format contemplated by these rules.

{Note: For example, if *REMCo* receives the information in aseXML format then *REMCo* must forward the information in aseXML format to the *incoming user*, and if *REMCo* receives the information in an email, then *REMCo* 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 rule 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 rule 85(1)(c)(v), if the *requested transfer* is not a *move in*, a *network operator* may lodge a *transfer objection* with *REMC*o 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 rule 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 rule 87(1).
- (2) Before *close of business* at the expiry of 2 *full business days* after the *process time* notified under rule 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 *REMC*o.
- (3) A *transfer objection* under rule 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 rule 87(2), the *ROLR* represents and warrants to *REMC*o that the *transferring customer* has not paid the *ROLR fee*.

{Note: Under rule 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 rule 87(4) anew on each day that the *transfer objection* under rule 87(2) is *open*.
- (6) Subject to rule 88, *REMC*o may accept and act upon a *transfer objection* under rule 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 rules 87(2)(a), 87(2)(b) and 87(2)(c) are all met;
- and
- (c) it is lodged within the time period allowed under rule 86(1) or rule 87(2) (as applicable); and
- (d) either (as applicable):
- (i) the *network operator* is objecting on the ground specified in rule 86(1); or
 - (ii) the *ROLR* is objecting on the ground specified in rule 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, *REMC*o 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*, *REMC*o 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 rule 90(b)(ii), a *participant* that lodged a *transfer objection* may lodge a *transfer objection withdrawal notice* with *REMC*o.
- (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 rule 91(1).

92. If transfer objection withdrawal is not valid

Upon receipt of a *transfer objection withdrawal notice* which is not valid, *REMC*o 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*, *REMC*o 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 *REMC*o:

- (a) receives a valid *transfer objection*; and
- (b) does not receive a valid *transfer objection withdrawal notice* within the time period specified under rule 91(1),

then *REMC*o 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 *REMC*o issues a *transfer confirmation* under rule 103(1)(d)(i) by lodging a *transfer withdrawal notice* with *REMC*o.
- (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 *REMC*o.
- (3) A provision of these rules permitting or requiring the *incoming user* to withdraw, or *REMC*o to *cancel*, a *transfer request* does not limit the generality of rules 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, *REMCo* 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*, *REMCo* 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 – REMCo marks move in as pending

98. Marking a move in as pending

If:

- (a) *REMCo* receives a valid *transfer request*; and
- (b) the *requested transfer* is a *move in*,

then *REMCo* 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 rule 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 rule 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 *REMC* gives *notice* under rule 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 rule 99(1)(d) or 99(1)(e);

and the *network operator* fails to obtain a *meter reading* under at least one of rules 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 rule 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* rule 99(1).
- (4) If *REMCo* does not receive *metering data* under rule 158 that contains an *actual value* or a *substituted value* within 7 *business days* of the *earliest transfer day*, then *REMCo* 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 – REMCo marks other transfer as pending

100. Marking a transfer other than a move in as pending

- (1) This rule 100 applies if:
 - (a) *REMCo* receives a valid *transfer request*; and
 - (b) the *requested transfer* is not a *move in*.
- (2) If *REMCo*:
 - (a) does not receive a valid *transfer objection*; or
 - (b) receives a valid *transfer objection* and also a valid *transfer objection withdrawal notice*,

then *REMC*o 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 *REMC*o receives *metering data* under rule 158 that contains an *estimated value*, *REMC*o must within 24 hours *notify* the *incoming user* and *current user* that the *requested transfer* cannot take place until *REMC*o receives an *actual value* for the *delivery point*.

{Note: The *network operator* may provide *REMC*o 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, *REMC*o will have already *cancelled* the *requested transfer*.}

{Note: Rule 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 *REMC*o 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* *REMC*o 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*; and
- (b) the *transfer day*.

103. The transfer

(1) If:

- (a) a *transfer* is *pending* for a *basic-metered delivery point*; and
- (b) *REMCo* receives *metering data* under rule 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 rule 103(1)(b), *REMCo* must update the *REMCo registry* under rule 52(a).}

- (d) *REMCo* must give a *transfer confirmation* to the *incoming user*, the *network operator* and the *current user* by the following time:
 - (i) if *REMCo* receives *metering data* under rule 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 rule 103(1)(b).

{Note: In parallel to the *transfer* process under these rules, 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) *REMCo* 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 rule 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* *REMCo* received for the *delivery point* under rule 158, as referred to in rule 103(1)(b).
- (4) There is no rule 103(4)

Part 3.4 – Retailer of Last Resort Scheme

104. Retailer of last resort scheme

- (1) There is no rule 104(1)
- (2) *REMCo* and *participants* must comply with the *ROLR scheme*.
- (3) There is no rule 104(3).
- (4) If *REMCo* receives notice from the *ROLR administrator* that the *ROLR administrator* has invoked the *ROLR scheme*, *REMCo* must:
 - (a) immediately *notify* each *participant* that:
 - (i) the *ROLR scheme* has been invoked; and
 - (ii) *REMCo's information system* will be closed under this rule 104; and
 - (iii) *REMCo* 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, *REMCo's information system*, (which for the purposes of these rules constitutes *permitted down time*); and
 - (c) during the *permitted down time* under rule 104(4)(b) and subject to rule 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 *REMCo 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: *REMC*o will cancel all open requested transfers and *error correction notices* via the use of normal aseXML transactions, as applicable under rules 97 and 42 respectively, prior to *REMC*o 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 *REMC*o Business Specification document. }

and

- (d) use reasonable endeavours to end the *permitted down time* under rule 104(4)(b), and re-open the *REMC*o *information system* as soon as practicable.
- (5) As soon as practicable after re-opening the *REMC*o *information system*, and in any event within 1 *business day* of the *ROLR transfer day*, *REMC*o 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 rule 104(4)(c)(i); and
 - (d) provide the *ROLR*, in accordance with rule 23(5), with the *bulk REMCo standing data* for the *delivery points* that were transferred to the *ROLR* under rule 104(4)(c)(i).
- (6) Within 5 business days after receiving *notice* under rule 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 *REMC*o with the *estimated value* calculated by the *network operator* for the *ROLR transfer day*.
- (7) For the purpose of rule 104(6), rules 79, 86(1) and 103(1) do not apply, and *REMC*o 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 rule 104(6)(c), *REMC*o 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 rule 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 rules; and
 - (b) must (subject to *law*) *disconnect* a *delivery point* if required to under rule 107; and
 - (c) must (subject to *law*), in response to a deemed request under rule 82(b), if a *requested transfer* has been cancelled by *REMC*o after the *network operator* *reconnected* a *delivery point* under rule 117(1)(c), *disconnect* the *reconnected delivery point* within 2 *business days* after the *network operator* receives notification from *REMC*o under either rule 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 rule 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 rule 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 rule 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 rule 105(1) or 107(2), the *network operator* must:
 - (a) calculate the *actual value* for the *delivery point* using the information obtained under rule 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 rule 158, for the *meter reading* undertaken in accordance with rule 107(2); and
 - (d) lodge a *disconnection confirmation notice* with *REMCo*; and
 - (e) provide *REMCo* with the *metering data* under rule 158, for the *meter reading* undertaken in accordance with rule 107(2).

{Note: Refer to Division 3.5.3 for the rules 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 rule 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 rule 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 rule 111

Division 3.5.3– Disconnection confirmation notice to REMCo

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 *REMCo 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*; and
- (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, *REMCo* 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 REMCo does not receive valid metering data

- (1) If *REMCo* does not receive valid *metering data* in accordance with rule 107(3)(e) (as applicable) within 2 *business days* of receiving a valid *disconnection confirmation notice* lodged under either rule 107(3)(d) in respect of the same *delivery point*, *REMCo* must *notify* the *network operator* of this fact.
- (2) If *REMCo* does not receive valid *metering data* referred to in rule 115(1) within 7 *business days* of the date the valid *disconnection confirmation notice* is received by *REMCo*, then *REMCo* 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 rule 116(2), upon receipt of both a valid *disconnection confirmation notice* lodged under rule 107(3)(d) and valid *metering data* in accordance with rule 107(3)(e) (as applicable), *REMCo* 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 rule 116(1) and receiving valid *metering data* in accordance with rule 107(3)(e) (as applicable), *REMCo* must update the *REMCo registry* under rule 51(b) by changing the *MIRN status* to *decommissioned* and provide the *user* and *network operator* with the *REMCo standing data* for the *delivery point* under rule 53.}

- (2) Before accepting a valid *disconnection confirmation notice* under rule 116(1), if:
- (a) in respect of the same *delivery point* there is an open *reconnection confirmation notice* when *REMCo* receives a valid *disconnection confirmation notice* and valid *metering data* as referred to under rule 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 rule 107(3)(e) (as applicable), *REMCo* 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 *REMCo* *cancelling* both the *open reconnection confirmation notice* and the *disconnection confirmation notice*, *REMCo* is not required to update the *REMCo registry* under rule 51(b) because *REMCo* has not accepted the *disconnection confirmation notice*. Therefore no change will be made in the *REMCo registry* to the *MIRN status* of the *delivery point*. Refer also to corresponding rule 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 rules; and

- (b) must (subject to *law*) *reconnect* a *delivery point* if required to under rule 119; and
 - (c) must (subject to *law*), in response to a deemed request under rule 82(a), if a *transfer* has been marked as *pending* by *REMC*o under rule 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 rule 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 rule 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 rule 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 rule 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 rule 117(1) or 119(2), the *network operator* must:
 - (a) calculate the *actual value* for the *delivery point* using the information obtained under rule 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 rule 158 for the *meter reading* undertaken in accordance with rule 119(2).
 - (d) lodge a *reconnection confirmation notice* with *REMC*_o; and
 - (e) provide *REMC*_o with the *metering data* under rule 158 for the *meter reading* undertaken in accordance with rule 119(2).

Division 3.5.5 – Reconnection confirmation notice to REMCo

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 *REMCo 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, *REMCo* 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 REMCo does not receive valid metering data

- (1) If *REMCo* does not receive valid *metering data* in accordance with rule 119(3)(e) within 2 *business days* of receiving a valid *reconnection confirmation notice* lodged under rule 119(3)(d) in respect of the same *delivery point*, *REMCo* must *notify* the *network operator* of this fact.
- (2) If *REMCo* does not receive valid *metering data* referred to in rule 123(1) within 7 *business days* of the date the valid *reconnection confirmation notice* is received by *REMCo*, then *REMCo* 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 rule 124(2), upon receipt of both a valid *reconnection confirmation notice* lodged under rule 119(3)(d) and valid *metering data* in accordance with rule 119(3)(e), *REMCo* 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 rule 124 and receiving valid *metering data* in accordance with rule 119(3)(e), *REMCo* must update the *REMCo registry* under rule 51(c) by changing the *MIRN status* to *commissioned* and provide

the user and network operator with the REMCo standing data for the delivery point under rule 53.}

- (2) Before accepting a valid *reconnection confirmation notice* under rule 124(1), if:
- (a) in respect of the same *delivery point* there is an open *disconnection confirmation notice* when REMCo receives a valid *reconnection confirmation notice* and valid *metering data* as referred to under rule 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 rule 119(3)(e), REMCo 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 REMCo *cancelling* both the *open disconnection confirmation notice* and the *reconnection confirmation notice*, REMCo is not required to update the REMCo registry under rule 51(c) because REMCo has not accepted the *reconnection confirmation notice*. Therefore no change will be made in the REMCo registry to the *MIRN status* of the *delivery point*. Refer also to corresponding rule 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 rules; and

- (b) must (subject to *law*) *permanently remove a delivery point* if required to under this rule 125.
- (2) Subject to rule 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 rule 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 rule 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 rule 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 rule 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 rule 125(1) or rule 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 rule 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 *REMC*; and

- (e) provide *REMCo* and the *user* with the *metering data* under rule 158 from, as applicable:
 - (i) the *meter reading* undertaken under rule 127(1)(c);
or
 - (ii) if there was no meter installed at the *delivery point*, the *meter reading* undertaken under rule 107(2) when the meter was removed.

Division 3.6.2 – Permanent removal confirmation notice to REMCo

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 *REMCo 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, *REMCo* 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 REMCo does not receive valid metering data

- (1) If *REMCo* does not receive valid *metering data* in accordance with rule 127(2)(e) within 5 *business days* of receiving a valid *permanent removal confirmation notice* lodged under rule 127(2)(c) in respect of the same *delivery point*, *REMCo* must *notify* the *network operator* of this fact.
- (2) If *REMCo* does not receive valid *metering data* referred to in rule 131(1) within 10 *business days* of the date the valid *permanent removal confirmation notice* is received by *REMCo*, then *REMCo* 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 rule 127(2)(c) and valid *metering data* in accordance with rule 127(2)(e), *REMCo* 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 rule 132 and receiving valid *metering data* in accordance with rule 127(2)(e), *REMCo* must update the *REMCo registry* under rule 51(d) by changing the *MIRN status* to *deregistered* and provide the *user* and *network operator* with the *REMCo standing data* for the *delivery point* under rule 53.}

Division 3.6.3 – Deregistering MIRNs

133. Effect of permanent removal

- (1) Upon accepting a valid *permanent removal confirmation notice* under rule 132, *REMCo* 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: Rule 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 *REMCo* under rule 35(a) in respect of an incorrect *permanent removal confirmation notice*. If no valid *error correction notice* has been accepted by *REMCo*, 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 rule 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 rule 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 rule 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 *rules*; 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 rule 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 REMCo* 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. REMCo to determine whether interval meter must be fitted at a basic-metered site

- (1) There is no rule 139(1).
- (2) The object of this rule 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 rule 138 in respect of a *delivery point*, then within 2 months after the date of that *notice* *REMCo* must:
 - (a) consult with the *user* regarding its likely future gas demand at the *delivery point*; and
 - (b) make an **"above 10 TJ determination"**, if in *REMCo'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 *REMCo's* determination under rule 139(3)(b).
- (4) If *REMCo* makes an *above 10 TJ determination* under rule 139(3)(b), then the *user* must initiate the procedure for the

installation of an *interval meter* in accordance with these rules and its other obligations including its *haulage contract*.

- (5) The *user* must comply with rule 139(4) as quickly as reasonably practicable and in any event within 10 *business days*, unless the *user* appeals *REMCo's* determination to the *compliance panel* under rule 331, in which case Chapter 6 applies, and if the determination of the *compliance panel* leaves the *user* still obliged to comply with rule 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. REMCo 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 rule 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 *REMCo* to determine that it would be consistent with the object in rule 139(1) for the *user* to no longer have an *interval meter* at the *delivery point*, in which case *REMCo* must:
 - (a) consult with the *user* regarding its likely future gas demand; and
 - (b) make an **"above 10 TJ determination"**, if in *REMCo'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 *REMCo's* determination under rule 140(2)(b).
- (3) If *REMCo* makes a *below 10 TJ determination* under rule 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*.}

{Note: This rule allows those *customers* who were required under the "Interim Market Rules for 1 TJ and above Customers" dated 17 December

2001 Rules (copies available from the Office of Energy) to have an *interval meter* installed, but are consuming less than 10 TJ of gas in a 12 month period, to request their *user* to arrange for the removal of the *interval meter*.)

- (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 rule 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 rule 139(4) and does not request a *network operator* to install the *interval meter* under rule 141(1), then (subject to rule 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 rule 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 *REMCo registry* after a *meter* upgrade are dealt with in rule 62 and Division 2.2.2 respectively. Under rule 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 rule 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 rule 141(1) or commissioning an *interval meter* under rule 141(3) at a *delivery point*, a *network operator* must provide the *user* with the *meter standing data* and (subject to rule 141(6)) *MIRN standing data* for the *delivery point* before providing the *metering data* under rule 158.
- (5) There is no rule 141(5)
- (6) Nothing in this rule 141 permits a *user* to do anything it is not permitted by *law* or a contract other than these rules 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 rule 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) Within 36 months after the *go-live date* each *network operator* must, in consultation with *participants* and to the standard of a *reasonable and prudent person*, review its data management systems to determine if they require upgrading to render them capable of accepting *meter reading data* for part only of a *meter reading route* and provide the outcome of that review to *participants*.

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 rule 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 rule 148, the date specified for a *delivery point* under rule 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 rule 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 rule 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 rule 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 rule 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 rule 147(1) is made by:
 - (a) the *current user* – then the *network operator* must, in accordance with the timing in rule 158, provide the *user* with the *metering data* under rule 160; and
 - (b) any other *user* – then (subject to rules 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 rule 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 rule 147(3) (including rule 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 rule 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 REMCo.
- (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 rule 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 rule 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 rule 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 rule 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 rule 149(4).
- (6) If a *user* does not lodge a *disconnection notice* within the time specified under rule 149(5), the *network operator* may *disconnect* the *delivery point* under rule 107 as if the *network operator* had received a valid *disconnection notice* from the *user*.

- (7) Nothing in this rule 149 detracts from a *network operator's* obligations to undertake *meter readings* under rule 143 and as required by *law* or a contract other than these rules.
- (8) Nothing in this rule 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 *rules* assume that all activities relating to *meter reading*, and *meter reading data*, for *delivery points* are undertaken by the *network operator*. This rule 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 *REMCo*, 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 rules for submission under Chapter 9.
- (2) Nothing in this rule 150 permits a person to do anything it is not permitted by *law* or a contract other than these rules to do.

Part 4.3 – Gate point metering data

151. Pipeline operators to provide physical gate point metering data

- (1) Subject to rule 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 rule 151(1)(b) will be the daily flow weighted average *heating value*.}

- (c) volumetric inflow.
- (2) Before providing the data under rule 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 rule 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 rules 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 REMCo for each gate point

- (1) Subject to rule 152(5) the *network operator* must:
 - (a) subject to rule 152(4) aggregate the *physical gate point metering data* provided under rule 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 *REMCo* as soon as reasonably practicable after receiving the *physical gate point metering data* from the *pipeline operator* under rule 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 rule 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 rule 152(1)(a); and
 - (b) provide to *REMC* the amended *gate point metering data* determined under rule 152(2)(a).
- (3) If for any reason (including the operation of rule 151(4)) the *network operator* does not receive the *physical gate point metering data* within the time specified in rule 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 *REMC* within 3.5 hours after the end of the *gas day*.

{Note: If after complying with its obligation under rule 152(1) or rule 152(2) the *network operator* becomes aware of a manifest error in the data it has provided then the *network operator* may notify *REMC* under rule 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) Rule 152(1) does not apply in respect of the gate point metering data for:~~

~~(a) a farm tap sub-network; or~~

~~(6)(5) an uncovered sub-network. There is no rule 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 rules 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 rule 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 section 0 and 0 of 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 rule 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 rules 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 rule 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 *REMCo*; or
 - (iii) for an *interval meter*, *promptly* provide the *meter reading data* for the *delivery point* to the *user* and *REMCo*;

and

- (b) rules 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 REMCo – basic and interval meters

- (1) Subject to rules 158(2) and 159, a *network operator* must provide:
 - (a) to the *user* and *REMCo* (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 rule 143 or as a result of a *special meter reading* under rule 147); and
 - (b) there is no rule 158(1b).
 - (c) to *REMCo* 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 rule 158(1)(a), then:
 - (a) it must by the time specified in rule 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 rule 158(3) must be given as soon as the *network operator* makes the determination under rule 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 rule 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 rules 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 rule 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 rule 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 rule 160(1)(j); and
 - (j) *energy value*; and
 - (k) next *scheduled meter reading* date.
- (2) For each occasion on which these rules 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 rule 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 rule 148.}
- (d) *current index reading*; and
- (e) *pressure correction factor*; and
- (f) *next scheduled meter reading date*.

162. Metering data for REMCo – basic and interval meters

For each occasion on which these rules require a *network operator* to provide *REMCo* 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 – REMCo validation of metering data

163. Requirements for valid provision of metering data to REMCo

Provision of *metering data* to *REMCo* under rule 158 is valid only if:

- (a) the *delivery point* exists within the *REMCo 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 *REMC*o received *metering data*; or
 - (ii) if there was no previous *metering period*, the same date as the *MIRN* became *commissioned* as recorded in the *REMC*o registry under rule 51(a); or
 - (iii) the same date as the start date of the previous *metering period* for which *REMC*o 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 rule 164 applies; or
 - (iv) the same date as the start date of the previous *metering period* for which *REMC*o 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 rule 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 rule 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 REMCo registry according to energy value types

If *REMCo* receives *metering data* under rule 162 for a *delivery point* more than once for the same *metering period*, *REMCo* must replace the *metering data* in the *REMCo 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 rule 158 which is not valid, *REMCo* 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 *REMCo* to comply with its obligations under rule 158.}

166. If metering data is valid

Upon receipt of a *metering data* under rule 158 that is valid, *REMCo* 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 rule 167(4), a *customer's explicit informed consent* under rule 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 rule 167(4), a *customer's explicit informed consent* under rule 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 rule 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 rule 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 rule 166A(1).
 - {Note: Under rule 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 rule 167(2) anew on each day that the request under rule 167(1) is *open*.
 - (4) Upon receipt of a reasonable request under rule 167(1), and provided that the *user* has not withdrawn the request under rule 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 rule 167(4), withdraw the request made under 167(1) by *notifying* the *network operator*.
 - (6) For the purposes of rule 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 rule 167(1).
 - (7) The purpose of rule 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 rule 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) From the *go-live date*, 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 rule 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 rule 171(1) must remain accessible under rule 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 for farm tap sub-networks and single pipeline sub-networks

- (1) This Chapter 5 does not apply in respect of:
 - ~~(a) a farm tap sub-network; or~~
 - (a) there is no rule 171A(1)(a).
 - (b) an *uncovered sub-network*.
- (2) If a *network operator* of a *sub-network* identified in rule 171A(1) becomes aware that:
 - ~~(c) in the case of a farm tap sub-network — it is proposed to add one or more delivery points to the existing delivery point; and~~
 - (c) there is no rule 171A(2)(a).
 - (d) 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 *REMC* of the proposal and provide *REMC* with information in reasonable detail regarding the proposal ~~as soon as practicable~~ at least 40 business days prior to an uncovered sub-network becoming a covered pipeline as prescribed in rule 171A(2)(b), or prior to a covered sub-network becoming an uncovered sub-network as prescribed under rule 171A(2)(c).
- (3) For a *sub-network* that is connected to a single *pipeline*:
 - (e) Part 5.10, Part 5.11, Part 5.12 and Part 5.12A do not apply; and

- (f) in each of the following rules, if applicable, the provisions in relation to *swing service*, *swing service providers* and *swing service repayment quantities* are to be disregarded:
- (i) rule 221;
 - (ii) rule 228;
 - (iii) rule 246;
 - (iv) rule 248;
 - (v) rule 249;
 - (vi) rule 252;
 - (vii) rule 253; and
 - (viii) rule 302.

(4) Notwithstanding rule 171A(1)(b), REMCo may undertake the UAFG calculations under rule 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 rule 362A(7).

(5) In making the calculations under rule 171A(2), REMCo may also undertake any other calculations necessary to facilitate the calculation of UAFG for the *uncovered sub-networks*.

172. There is no rule 172

173. The shipper register

- (1) REMCo 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 REMCo;
 - (ii) a list of the *swing service providers* that have provided a valid *listing request* to REMCo,
- and

- (b) subject to this Chapter 5, the contents of which *REMC*o 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 *REMC*o 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 *REMC*o 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 rule 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 ~~the pipeline operator that the shipper has a gas transmission contract in the pipeline.~~
 - (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 contrat 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 rule 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 rule 267(3)(f)(ii), in a *procurement request* provided by the *user* to *REMC*o 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: ~~from the pipeline operator that the swing service provider either:~~
 - (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*, REMCo 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 REMCo 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 *REMC*o 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*, *REMC*o 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 *REMC*o requesting *REMC*o to remove the *shipper* from the *shipper register* for the *pipeline*.

(8) If a *swing service provider* does not have ~~either~~:

(a) a *transmission contract* in the *pipeline*; ~~or~~

(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 *REMC*o requesting *REMC*o 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 *REMC*o that the *shipper* or *swing service provider* named in the *removal request* does not have a *gas transmission contract* in the *pipeline*.

{Note: Under rule 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*, *REMC*o 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 *REMC*o 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 *REMC*o is liable to *REMC*o for, and must indemnify *REMC*o 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) *REMC*o acting in reliance on the *pipeline operator's* representation and warranty under rule 173(9);
 - (c) *REMC*o acting in reliance on the *removal request*; or
 - (d) *REMC*o removing a *shipper* or *swing service provider* from the *shipper register* in accordance with the *removal request*,
- including:
- (e) any liability of *REMC*o to any other person, or any claim, demand, action or proceeding brought against *REMC*o, 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 rule 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 control*;
 - (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 *REMC* 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 rule 175(1)(a), it must first consult with *participants* and *REMCo* to develop changes to these *rules* 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 rules 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 rule 175(4), request *REMCo* to notify it of the identity of all *shippers* operating in the *sub-network*. *REMCo* must comply with a request from a *pipeline operator* under this rule 175(5) within 3 *business days* of receiving the request.

176. Type of pipeline control system

- (1) If *REMCo* is notified under rule 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 *REMC*o receiving the *notice* under rule 175, *REMC*o must provide to the *pipeline operator* of the flow profile control *pipeline*:
 - (i) the set of *profiles* referred to in rule 200(1); and
 - (ii) the set of principles referred to in rule 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 *REMC*o determines new *profiles* or principles under rule 200, *REMC*o 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 rule 176(1)(a)(i) in accordance with the principles referred to in rule 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 rule 176(1)(b)(i); and
 - (iii) advise *REMC*o, 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 *REMC*o is notified under rule 175 that a *sub-network* will be operating with one pressure control *pipeline* and one flow ratio control *pipeline*:

- (a) for each *gas day*, *REMC*o must calculate the ratio for the flow ratio control *pipeline* for the *sub-network* in accordance with rule 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 *REMCo* under rule 176(2)(a) or revised under rule 176(4) from time to time.
- (3) If *REMCo* is required under rule 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 rule 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 rule 197(2) for each *user* for the *sub-network*.

- (4) If *REMCo* has notified a ratio for a *gas day* to the *pipeline operator* for the flow ratio control *pipeline* for a *sub-network* under rule 176(2)(a), and *REMCo* is notified of a revised *user's pipeline nomination amount* for the *sub-network* for the *gas day* under rule 184, as soon as practicable *REMCo* 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: Rule 176(4)(b) is intended to permit REMCo 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 rule 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 rule 176(4)(c), then:
- (a) it must *immediately notify REMCo* of the opinion; and
 - (b) *REMCo* may consult with the *pipeline operator* (both acting as *reasonable and prudent persons*) and may adjust the *corrected recalculated ratio*, and if *REMCo* 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 rule 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 rule 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 rule 179.

180. Rules may require negative injection

To avoid doubt, rule 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 rule 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 *REMC* 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 rule 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 rule 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 rule 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 rule 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 rule 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 REMCo* of the revised *user's* *pipeline nomination amount* for the relevant *pipeline* and *sub-network*, and
- (d) the *user* may give *REMCo* a *revised allocation instruction* under rule 189 for the *sub-network*.

184A. There is no rule 184A

185. There is no rule 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 rule 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 rule 198 minus the sum of the *user's swing service repayment quantities* for *repayment* on the *gas day* calculated under rule 299; or
- (b) after the end of the *gas day*, the *user's estimated total withdrawals* calculated under rule 228 minus the sum of the *user's swing service repayment quantities* for *repayment* on the *gas day* calculated under rule 299.

188. User's allocation instruction

- (1) A *user* must give *REMC* 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 rules 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 *REMC* a *revised allocation instruction* for a *gas day*.
- (2) Subject to rule 189(3), a *revised allocation instruction* given under rule 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 *REMC* a *revised allocation instruction* for a *gas day* after the start of the *gas day* which, subject to rules 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 rule 189 (3) is 10.

- (5) Where a *user* has provided a revised *user's pipeline nomination amount* for the *gas day* to REMCo under rule 184, a revised *allocation instruction* given by the *user* to REMCo 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 rule 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 REMCo is not subject to the limitation in rule 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 rules 178 and 182.

{Note: The objective of rule 189 (3) is to prevent gaming by a *user* by the *user* generating swing. The objective of rule 189(6) is to ensure that rule 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 rule 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) REMCo 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 rule 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 rule 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 rule 173(10); and
- (c) after it has determined the *user's estimated total withdrawals* for the *gas day* under rule 228(1).

192. If allocation instruction is invalid

- (1) If *REMCo* determines that a *user's allocation instruction* is not valid, *REMCo* 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 *REMCo* that is valid under this Part 5.3, then *REMCo* must use the appropriate alternative method under this rule 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* ("**rule 192(2) notice**") each *shipper* to which *REMCo* allocated some or all of the *user's gas injections* that *REMCo* was required under this rule 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, *REMCo* 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*, *REMCo* 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*, *REMCo* 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 *REMCo* 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 rules 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 rule 193A will fill the gap.}

- (3) If *REMCo* has been required to allocate a *user's gas injections* for a *gas day* for a *sub-network* using the method set out in rule 192(2)(d), then *REMCo* must *immediately notify* the *network operator* and the *jurisdiction's ROLR administrator* that *REMCo* was required under rule 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 *REMCo* 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 rule 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 rule 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 *REMCo* a *listing request* under rule 173(2)(a) in respect of a *user* and a *sub-network*, then:
 - (a) by giving *REMCo* 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 *REMCo* 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 rule 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 rule 193A(2) is to make a non-payment by the *user* a breach of these rules, 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 *REMCo Constitution*.}

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 rules 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 rule 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: Rule 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 rules, 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 rule 196; and
 - (b) the *user’s swing service repayment quantities* for the *gate point* for the *gas day* as notified by REMCo under rule 300(4) or rule 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* REMCo 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. REMCo publishes profiled daily nominations

For each *sub-network* for each *gas day*, at least 2 hours before the start of the *gas day*, REMCo 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 rule 197, distributed across a *profile* selected as follows:
 - (i) if *REMCo* has been notified of a *profile* for the operation of a flow profile control *pipeline* for the *sub-network* for the *gas day* under rule 176(1)(b)(iii) — *REMCo* must apply the *profile* notified to it to each *pipeline*; and
 - (ii) otherwise — *REMCo* must apply a *profile* which it selects in accordance with rule 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 rule 198, distributed across the *profile* used under rule 199(a).

200. REMCo determines profiles

- (1) *REMCo* may determine from time to time, as a *reasonable and prudent person*, the *profiles* for use in rule 199.
- (2) *REMCo* must, from time to time, publish guidelines which set out:
 - (a) the principles on which the *profiles* referred to in rule 200(1) are based; and
 - (b) the principles which *REMCo* applies in the selection of a *profile* for a *gas day* under rule 199(a)(ii), if *REMCo* is required to select a *profile*; and
 - (c) *REMCo’s* policy on the retention and management of the *profiles* referred to in rule 200(1) in a *profile* library.

Division 5.4.2 – There is no Division 5.4.2

201. There is no rule 201

202. There is no rule 202

203. There is no rule 203

204. There is no rule 204

205. There is no rule 205

206. There is no rule 206

207. There is no rule 207

208. There is no rule 208

209. There is no rule 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 *REMC*o within 30 minutes after the end of the hour the *as-retrieved* energy inflow data for the *gate point* for the hour.

211. REMCo’s intra-day reporting

- (1) For each *sub-network* for each hour, *REMC*o 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 REMCo before the start of the *gas day* under rule 199(b), as revised from time to time under rule 212.
- (2) If, for a *sub-network* for an hour, REMCo does not receive the data referred to in rule 210 from a *pipeline operator* in sufficient time for REMCo to make available the data as required by rule 211(1), then for that hour, REMCo is not required to make available the data referred to in rule 211(1).

212. REMCo 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 rule 199(b), REMCo receives a revised *user's pipeline nomination amount* under rule 184 for a *pipeline* for the *sub-network* for the *gas day*, REMCo 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 rule 213

214. There is no rule 214

215. There is no rule 215

216. There is no rule 216

217. There is no rule 217

Division 5.5.3– During the gas day

217A. Pressure control pipeline to provide instantaneous flow signals

- (1) In this rule 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 rule 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 rule 217A(2)(b) is usually referred to as a “physical gate point”, whereas the *gate point* referred to in rule 217A(2)(a) and elsewhere in these rules 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 rule 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 rule 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)*;
 - (b) there is to be no double-recovery of costs under this rule 217A and under any applicable *Access Arrangement* or agreement.
- (5) Rule 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 rule states to the contrary, for each *gas day D* REMCo 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 rule states to the contrary, *REMC*o must use the value it has most recently received and recorded, or generated and recorded, in the *REMC*o information system under these rules:
- (a) for each input into each calculation *REMC*o is required to perform under this Part 5.6 and Part 5.7; and
 - (b) for each notification that *REMC*o is required to provide to a person under this Chapter 5.
- (3) For the purposes of rule 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) The following transitional provisions apply in respect of calculations affecting a *gas day* (**“prior day”**) before the *go-live* date:
- (a) subject to rules 218(4)(c) and 218(4)(d), to the extent that *REMC*o has data in the *REMC*o information system for the *prior day* (**“prior day data”**) it must use the *prior day data* in any calculation under this Chapter 5 that would normally (that is, if the *prior day* occurred after the *go-live date*) use the data;
 - (b) to the extent that a calculation under this Chapter 5 determines a new value for any *prior day data* which would normally (that is, if the *prior day* occurred after the *go-live date*) be substituted for the old value, then the new value is to be substituted for the old value in the normal way but the substituted data remains *prior day data*;
 - (c) no reconciliation amount calculated under Part 5.7 is to include any amount reconciling for anything which occurred on a *prior day*; and
 - (d) no amount of *swing service* calculated under Part 5.10 is to include any amount reflecting anything which occurred on a *prior day*.

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 REMCo by the *network operator* under rule 152.
- (2) For each *gate point* for each *gas day*, REMCo 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 rule 220(1); and

GAA = the *gate point adjustment amount* for the *gate point* for *gas day D* calculated under rule 243(2).

221. Total corrected injections

For each *sub-network*, REMCo 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 rule 220(2);

SRQ = each *swing service repayment quantity* for each *user* for the *sub-network* for *repayment* on *gas day D* calculated under rule 299; and

URAA = the *user's reconciliation adjustment amount* for each *user* for the *sub-network* for *repayment* on *gas day D* calculated under rule 243.

222. User's interval-metered withdrawals

For each *user* for each *sub-network*, *REMCo* 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 *REMCo* under rule 158 (1) (c).

223. Net system load

- (1) For each *sub-network* for each *gas day D*, *REMCo* 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 rule 221;

UIW = the *interval-metered withdrawals* for *historical gas day i* for *gas day D* for each *user* in the *sub-network* calculated under rule 222; and

EUAFG = the estimate of *unaccounted for gas* for the *sub-network* for *historical gas day i* for *gas day D* notified under rule 229(1) or rule 238(2), as applicable.

{Note: The *EUAFG* may be a negative number.}

(2) If *REMC*o's calculation of *net system load* for any *historical gas day i* for *gas day D* under rule 223(1) produces a negative number or *REMC*o does not receive an estimate of *unaccounted for gas* for the *sub-network* for *gas day D* under rule 229(1), *REMC*o must:

- (a) instead of calculating *net system load* as set out in rule 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 rule 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 rule 221;

UIW = the *interval-metered withdrawals* for the *sub-network* for *gas day D* for each *user* in the *sub-network* calculated under rule 222; and

NSL = the *net system load* for the *sub-network* calculated under rule 223(2)(a) for *gas day D*,

and

- (c) for each *user* notified to *REMC*o as a supplier of *UAFG* for the *sub-network* under rule 229(1) for the most recent *gas day* for which no *revised estimate of unaccounted for gas* was required to be calculated under this rule 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:

$$RUUAFG_u = \frac{UUAFG_u}{\sum_{All\ users} UUAFG} \times RUAFG$$

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 rule 229(1) for gas day D ; and

$RUAFG$ = the revised unaccounted for gas for the sub-network for gas day D calculated under rule 223(2)(b).

Provided that, if:

$$\sum_{All\ users} UUAFG_u = \text{zero}$$

then *REMC* must calculate the **“revised user's unaccounted for gas”** for each user using the values for $UUAFG_u$ and $\sum_{All\ users} UUAFG_u$ from the previous gas day on which

$\sum_{All\ users} UUAFG_u$ was not equal to zero.

- (3) If a value for *revised user's unaccounted for gas* is calculated under rule 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*, *REMC* 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 rule 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 rule 66(e) for new *delivery points* and otherwise using rule 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 rule 223; and

NSL = the *net system load* for the *sub-network* for *gas day D* calculated under rule 223.

225. Normalisation factor for estimate of basic-metered delivery points withdrawals

For each *sub-network* for each *gas day D*, REMCo must calculate a “**normalisation factor**” for the *basic-metered delivery points* in the *sub-network* for each *historical day i* as follows:

$$NF = \frac{NSL}{\Sigma REBW}$$

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 rule 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 rule 224.

226. Estimated basic-metered withdrawal for each basic-metered delivery point

For each *basic-metered delivery point* for each *sub-network*, *REMC*o 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 rule 225; and

REBW = the *raw estimated basic-metered withdrawal* for the *basic-metered delivery point* for *gas day D* calculated under rule 224.

227. User’s estimated basic-metered withdrawals

For each *user* for each *sub-network*, *REMC*o 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 rule 226.

228. User's estimated total withdrawals

- (1) For each *user* for each *sub-network* *REMC*o 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 rule 222;

UEBW = the *user's estimated basic-metered withdrawals* for *gas day D* calculated under rule 227;

UUAFG = any *UAFG* supplied by the *user* for *gas day D* notified under rule 229(1);

URAA = the *user's reconciliation adjustment amount* notified under rule 243 for *injection* under rule 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 rule 299.

- (2) For each *user* for each *sub-network*, within 5 hours after the end of *gas day D*, *REMC*o must *notify* the *user* and the relevant *network operator* of the *user's estimated total withdrawals* for *gas day D* calculated under rule 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*, *REMC*o 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 *REMC*o on each *gas day* in the period between *gas day D* and *gas day D-6* under rule 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 *REMCo* of its estimate of *UAFG* (which may later be revised under rule 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 rule 229(1) is the *user's UAFG* ("**UUAFG**") for the *gas day*.
- (3) The *network operator's* estimate of *UAFG* under rule 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 *REMCo* under rule 223(1) being zero or a positive number.

230. REMCo calculates actual UAFG

- (1) For each *sub-network* for each *gas day D*, *REMCo* 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 *REMCo* under rule 220(1);

UIW = the *user's interval-metered withdrawals* for each *user* for the *sub-network* for the *historical UAFG day* calculated under rule 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*, *REMC*o must *notify* the *network operator* and each *user* who is a supplier of UAFG for the *sub-network* of the UAFG calculated under rule 230(1).

Part 5.7 – Reconciliation

231. There is no rule 231

232. Calculate distributed actual basic-metered withdrawal

- (1) For each *basic-metered delivery point* for each *gas day D* on which *REMC*o receives a *meter reading* from which an *actual value* is calculated ("**latest read**") for the *basic-metered delivery point*, *REMC*o 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 rule 223; and

NSL = the *net system load* for the *sub-network* for each *gas day* in the *metering period* calculated under rule 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 REMCo calculates a *net system load* ("**revised net system load**") under rule 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 rule 223 ("**original net system load**"), REMCo must, in accordance with rule 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*, REMCo must calculate the "**summed basic-meter reconciliation amount**" for each *historical gas day i* as follows:

$$SBRA = \sum BRA$$

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 REMCo has not calculated the *distributed actual basic-metered withdrawal* under rule 232 for the *basic-metered delivery point* for *historical gas day i*, then:

$$BRA = 0$$

- (ii) if REMCo has calculated the *distributed actual basic-metered withdrawal* under rule 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 rule 232;

EBW = the estimated basic-metered withdrawal for the basic metered delivery point for gas day i calculated under rule 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 , REMCo must calculate the "**delta summed basic-meter reconciliation amount**" 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 rule 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 rule 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*, REMCo must calculate the "**total basic-meter reconciliation amount**" ("**TBRA**") for gas day D as follows:

$$TBRA = \sum_{i=D-425}^{D-1} (\Delta SBRA_i^D)$$

where:

$TBRA$ = the user's total basic-meter reconciliation amount for the sub-network for gas day D ; and

$\Delta_{SBRA}_i^D$ = the user's delta summed basic-meter reconciliation amount for the sub-network for historical gas day i calculated under rule 234 for gas day D .

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, REMCo must calculate the **"total interval-meter reconciliation amount"** ("TIRA") for gas day D as follows:

$$TIRA = \sum_{i=D-425}^{D-1} (UIW_i^D - UIW_i^{D-1})$$

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 rule 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 rule 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, REMCo must calculate the **"delta basic-meter withdrawal reconciliation amount"** ("ΔBWRA") for each historical gas day i for gas day D as follows:

$$\Delta BWRA_i = UEBW_i^D - UEBW_i^{D-1}$$

where:

$\Delta BWRA_i$ = the *user's delta basic-meter withdrawal reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*;

$UEBW_i^D$ = the *user's estimated basic-metered withdrawal* for the *sub-network* for *historical gas day i* calculated under rule 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 rule 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*, REMCo must calculate the **“total basic-meter withdrawal reconciliation amount”** (“**TBWRA**”) for *gas day D* as follows:

$$TBWRA = \sum_{i=D-425}^{D-1} (\Delta BWRA_i^D)$$

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 REMCo.

- (2) At the time of providing revised *gate point metering data* for a *gas day* to REMCo under rule 238(1), the *network operator* may also provide to REMCo a revised estimate of UAFG for the *gas day* to REMCo.
- (3) For each *gate point*, REMCo 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 rule 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 rule 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*, REMCo must calculate the “**total delta pipeline injection**” (“ $T\Delta PI$ ”) for each *gas day D* as follows:

$$T\Delta PI^D = \sum_{i=D-425}^{D-1} (\Delta PI_i^D)$$

where:

$T\Delta PI^D$ = 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*, REMCo 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*, REMCo must calculate the “**total delta basic-meter reconciliation amount**” for each *historical gas day i* as follows:

$$T\Delta SBRA_i^D = \sum_{All\ users} \Delta SBRA_i^D$$

where:

$T\Delta SBRA_i^D$ = the *total delta basic-meter reconciliation amount* for the *sub-network* for *historical gas day i* for *gas day D*;

$\Delta SBRA_i^D$ = the *delta summed basic-meter reconciliation amount* for each *user* for the *sub-network* for *historical gas day i* calculated under rule 234 for *gas day D*; and

- (2) For each *sub-network* for each *gas day D*, REMCo 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:

$\Delta UAFG_i^D$ = 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 REMCo under rule 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 *REMC* under rule 229(1) or 238(2), as applicable.

- (3) For each *user* for each *sub-network* for each *gas day D*, *REMC* 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:

$$UDURA_{iu}^D = \frac{UUAFG_u}{\sum_{All\ users} UUAFG_u} \times (\Delta UAFG_i^D - T\Delta SBRA_i^D)$$

where:

$UDURA_{iu}^D$ = 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 rule 229;

$\Delta UAFG_i^D$ = the *delta unaccounted for gas* for the *sub-network* for *historical gas day i* for *gas day D* calculated under rule 240(2);

$T\Delta SBRA_i^D$ = 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:

$$\sum_{All\ users} UUAFG_u = \text{zero}$$

then *REMC* must calculate the “**daily unaccounted for gas reconciliation amount**” using the values for $UUAFG_u$ and $\sum_{All\ users} UUAFG_u$ from the previous *gas day* on which $\sum_{All\ users} UUAFG_u$ was not equal to zero.

241. User's unaccounted for gas reconciliation amount

For each *sub-network*, for each *user* notified to REMCo as a supplier of UAFG under rule 229 for *gas day D*, REMCo must calculate the "**user's unaccounted for gas reconciliation amount**" for *gas day D* ("**UUAFGRA**") as follows:

$$UUAFGRA = \sum_{i=D-425}^{D-1} UDURA$$

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 rule 240.

242. Total reconciliation amount for a user

For each *user* for each *sub-network*, REMCo 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 rule 235;

TIRA = the *user's total interval-meter reconciliation amount* for the *sub-network* for *gas day D* calculated under rule 236;

TBWRA = the *user's total basic-meter withdrawal reconciliation amount* for the *sub-network* for *gas day D* calculated under rule 237;

UUAFGRA = the user's unaccounted for gas reconciliation amount for the sub-network for gas day *D* calculated under rule 241; and

MRA = each of the user's miscellaneous reconciliation amounts for the sub-network for gas day *D* calculated under rule 239.

243. REMCo calculates adjustment amounts

- (1) For each user for each sub-network REMCo 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 rule 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, REMCo must calculate the **"gate point adjustment amount"** for gas day *D* as follows:

$$GAA^D = \sum_{i=D-(X-1)}^D \frac{T\Delta PI_i^D}{X}$$

where:

GAA^D = the gate point adjustment amount for the gate point for gas day *D*;

TΔPI_i^D = the total delta pipeline injection for the gate point for gas day *i* calculated under rule 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* REMCo must calculate the “**user’s unaccounted for gas reconciliation adjustment amount**” 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 rule 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 rule 243(1), 243(2), and 243(3) is:

$$X = 28.$$

244. REMCo notifies reconciliation and adjustment amounts

- (1) For each *sub-network*, before the end of *gas day* $D+1$, REMCo must notify each *user* and the *network operator* of:
- the *user’s total reconciliation amount* for the *sub-network* for *gas day* D calculated under rule 242 and the amount of each component contained in the *user’s total reconciliation amount*;
 - 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 *REMCo'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 rule 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 *REMCo* 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 rule 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^P ") calculated under rule 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* (" ΔBWRA_i ") calculated under rule 237(1);
 - (f) for *gas day D* and for each *historical gas day i*, the *normalisation factor* for *gas day D* calculated under rule 225;
 - (g) for *gas day D* and for each *historical gas day i*, the *net system load* for *gas day D* calculated under rule 223; and
 - (h) for *gas day D* the *user's basic-metered withdrawals* calculated under rule 230(1).
- (2) For each *sub-network*, before the end of *gas day D+1*, *REMCo* 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 rule 238(4); and

- (b) the *gate point adjustment amount* for each *gate point* for *gas day D* calculated under rule 243(2).
- (3) For each *gate point*, before the end of *gas day D + 1*, REMCo 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 rule 220(2); and
 - (b) The *pipeline corrected injections* for *gas day D* calculated under rule 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 rule 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 rule 298 must be *repaid* 24 hours earlier. The URAA is offset by 24 hours to allow REMCo time to complete the required calculations.}
- (2) REMCo must apply a *gate point adjustment amount* calculated on *gas day D* under rule 243(2) to correct the *pipeline injections* for the *gate point* for *gas day D+2* under rule 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*, REMCo 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 rule 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 rule 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 rule 188;
- and
- (b) then summing all amounts allocated by *user* to the *shipper* or *swing service provider* (as applicable) under rule 246(1)(a).
- (2) To avoid doubt, if rule 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 rule 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*, *REMC* 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 rule 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 rule 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 rule 188;

and

(b) then, summing the amounts calculated under rule 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 rule 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*, REMCo 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:

$$AAP = \frac{SA}{(UETW - \sum SRQ)}$$

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 rule 228, minus the *user’s swing service repayment quantities* for the *sub-network* for the *gas day* calculated under rule 299;
- UETW** = the *user’s estimated total withdrawals* for the *sub-network* for the *gas day* calculated under rule 228; and
- SRQ** = each of the *user’s swing service repayment quantities* for *repayment* on the *gas day* calculated under rule 299.

250. Allocation proportions apply at delivery points

Wherever it is necessary for these rules 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*, *REMC* 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 *REMC* under rule 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*, *REMC* 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 *REMC* under rule 152;

HIW = the *hourly interval-metered withdrawals* for the *sub-network* for each *user* in the *sub-network* for the hour calculated under rule 251;

EUAFG = the estimate of *UAFG* provided by the *network operator* for the *sub-network* for the *gas day* under rule 229(1);

SRQ = each *swing service repayment quantity* for each *user* for the *sub-network* for *repayment* on the *gas day* calculated under rule 299.

URAA = the *user's reconciliation adjustment amount* for each *user* for the *sub-network* for *repayment* on the *gas day* calculated under rule 243; and

GAA = each *gate point adjustment amount* calculated under rule 243(2) to correct the *pipeline*

injections for a *gate point* for the *gas day* under rule 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 rule 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 rule 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 rule 251;

HBW = the *user's hourly basic-meter withdrawals* for the *sub-network* calculated under rule 252(1)(b);

UUAFG = the *user's UAFG* for the *sub-network* for the *gas day* notified to *REMC* under rule 229(1),

URAA = the *user's reconciliation adjustment amount* for the *sub-network* for repayment on the *gas day* calculated under rule 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*, *REMC* 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:

$$\text{HGA} = \sum (\text{AAP} \times \text{UHSA}) + \frac{\sum \text{SRQ}}{24}$$

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 rule 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 rule 252(1)(c), which will be zero for a *swing service provider*.

SRQ = each *swing service repayment quantity* for repayment by the *shipper* or *swing service provider* (as applicable) under rule 299.

- (3) If *REMC* 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 rule 210, *REMC* is not required to perform the calculations set out in this rule 252 in respect of the *gas day*.

Part 5.10 – Calculating swing service

{Note: The calculations in rules 259-263, 266, 272 and 274 are performed by REMCo 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 rule 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 rule 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 rule 254.

255. Pipeline operator to inform of special circumstances

- (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 REMCo a description of the cause and circumstances of that prevention, and the manner in which *injections* or *repayments* (as applicable) were affected.
- (2) REMCo must, within 1 hour after receiving information under rule 255(1), *promptly* provide the information to each *user* which gave an *allocation instruction* allocating gas to a *shipper* in the *pipeline* for the *gas day*, and each *shipper* named in each such *allocation instruction*.

256. Calculate swing service on pipeline

- (1) For each *gas day* for each *gate point*, REMCo 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 rule 248; and

PCI(OP) = the *pipeline corrected injections* for the other *gate point* for the *sub-network* for the *gas day* calculated under rule 220(2).

- (2) If the *swing service* calculated under rule 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 rule 257

258. There is no rule 258

259. Calculate swing base amount

- (1) For each *gas day* for each *user* for each *gate point*, REMCo 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 rule 197.

260. Determine swing errors

- (1) For each user for each gate point for each gas day, REMCo 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 rule 197; and

UDW = the user's deemed withdrawals for the gate point for the gas day calculated under rule 248.

261. Calculate each user's user-specific swing error

- (1) For each user for each gate point for each gas day, REMCo 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 rule 260;

A = a variable; and

SBA = the user's swing base amount for the gate point for the gas day calculated under rule 259;

- (2) The value to be used for the variable "A" in rule 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*, REMCo 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 rule 228;

$\sum |UETW|$ = 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 rule 228; and

SS = the *swing service* for the *gate point* for the *gas day* calculated under rule 256, which under rule 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*, REMCo must calculate the *user's user-specific amount of swing service* as follows:

$$USA = \frac{\sum_{GP} |USSE|}{\sum_{GP} |SE|} \times USS$$

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 rule 261;

SE = each of the *user's swing errors* for each *gate point* for the *sub-network* for the *gas day* calculated under rule 260; and

USS = the *user's total (pre-procurement) swing service* for the *gate point* for the *gas day* calculated under rule 262.

264. Calculate the total of all users' user-specific amounts of swing service

For each *gate point* for each *gas day*, *REMC*o 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 rule 263.

265. Calculate total non-user-specific pre-procurement amount of swing service

For each *gate point* for each *gas day*, *REMC*o 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 rule 256; and

TUSA = the total of all *users' user-specific amounts of swing service* for the *gate point* for the *gas day* calculated under rule 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*, *REMC*o 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 rule 262; and

USA = the *user's user-specific amount of swing service* for the *gate point* for the *gas day* calculated under rule 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 *REMC*o, 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 *REMC*o 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 *REMC*o 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 *REMC*o to afford the *procurement request* as against the other *procurement requests* set out in the *user's procurement instruction*;
 - (f) whether, if *REMC*o applies the *procurement request* under rule 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 rule 267(3)(b), in which case the *user* must specify, subject to rule 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 rule 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 *REMC*o that:
 - (a) each of the *swing service providers* set out in the *procurement instruction* under rule 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 rule 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 rule 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 rule 267(1) for a *gate point* which applies to a *gas day* if the request to withdraw or vary is received by *REMC*o at least 30 minutes before the start of the *gas day*.

268. Swing service provider gives REMCo 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 *REMC*o, 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 *REMC*o, 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 *REMCo* 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 rule 376A(2), a breach of this warranty will expose the *swing service provider* to liability for more than just direct damage.}

269. REMCo 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**"),

REMCo must assess each *procurement request* in each *user's procurement instruction* and each *procurement confirmation* to determine whether *REMCo* 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*, REMCo 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 REMCo 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 REMCo 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 REMCo 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 REMCo if appropriate under rule 270.

270. REMCo to calculate off-market swing service procurement – applied requests

For each *user* for each *gate point* for each *gas day*, REMCo 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 rule 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 rule 263.

271. REMCo to calculate surplus swing service

For each *procurement confirmation*, REMCo must determine the amount of *swing service* set out in the *procurement confirmation* which was not applied against a *user's swing service* under rule 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*, REMCo 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 rule 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 rule 270.

273. Calculate users' total adjusted non-user-specific amounts

For each *gate point* for each *gas day*, REMCo must calculate the total of all *users' adjusted non-user-specific amounts of swing service* as follows:

$$TANUSA = \sum ANUSA$$

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 rule 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*, REMCo 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 rule 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 rule 270.

275. Calculate users' total adjusted user-specific amounts

For each *gate point* for each *gas day*, REMCo 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 rule 274.

276. Calculate total swing service to be procured through *bid-stack*

For each *gate point* for each *gas day*, REMCo 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 rule 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 rule 275.

Part 5.12 – Allocating swing service in bid stack

277. Subscription for information

- (1) A person may apply to *REMC*o to become a “**subscriber**” for a *sub-network* for a year upon:
 - (a) the payment of an annual fee nominated by *REMC*o from time to time; and
 - (b) agreeing to be bound by any confidentiality obligations specified by *REMC*o from time to time.
- (2) For each *gas day*, by no later than 7 hours after the end of the *gas day*, *REMC*o must *notify* each *subscriber* of the following data for the *sub-network*:
 - (a) each *bid stack* for the *gas day*, as described in rule 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 rule 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 rule 288; and

- (d) for each *gate point*, the *swing service* calculated under rule 256.

278. Users appoint REMCo as agent for entering into SSPUDs etc

- (1) Each *user* severally appoints *REMCo* 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 *REMCo* 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 rules 278(1) and 278(2) is irrevocable for so long as the *user* remains a *user*.
- (4) Nothing in this rule 278 limits the authority which *users* may otherwise give to *REMCo* by unanimous prior written consent.

279. Swing service providers

For each *gate point*, *REMCo* 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*, *REMCo* 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) *REMCo* 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 *REMCo*:

- (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 *REMC*o 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 *REMC*o 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 rule 281(4)) of the *surplus* of a *procurement confirmation*, if any, determined by *REMC*o under rule 271 after the end of the *gas day*;

{Note: A rule is to be developed after *go-live date* to accommodate the following additional subrule:

" or (iii) as part or all (in accordance with this rule 281(4)) of what remains after deducting the *user's estimated total withdrawals* for the *gas day* calculated under rule 228 from a fixed amount specified by the *user*; ".}

and

- (b) must be expressed in such a way that *REMC*o 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 rule 281(1) for a *gate point* which applies to a *gas*

day if the request to withdraw or vary is received by *REMC*o at least 30 minutes before the start of the *gas day*.

- (6) A *swing service provider* that lodges a *bid book* with *REMC*o which applies to a *gas day* under this rule 281 consents to *REMC*o making available the *bids* in the *bid book* after the *gas day* as part of the *bid stack*, as set out in rules 277 and 286.

282. Requirements for valid bid

A *bid* in a *bid book* lodged under rule 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 rule 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 rule 281(1) which contains a *bid* which is not valid, *REMC*o 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 REMCo accepts it into bid stack

Upon receipt of a *bid book* for a *gate point* for a *gas day* under rule 281(1) in which every *bid* is valid, then *REMC*o 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 rule 285.

285. REMCo bid stacks

- (1) For each *gate point* for each *gas day*, REMCo must create and administer two **"bid stacks"**, one for each of *park swing service* and *loan swing service*, for all *bids* accepted under rule 284 as follows (subject to rule 285(2)):
 - (a) REMCo must arrange the *bids* in each *bid stack* in order from lowest price (at the bottom) to highest price (at the top);
 - (b) REMCo must add new *bids* to the *bid stack* in price order in accordance with rule 285(1)(a), regardless of when they are received;
 - (c) if two *bids* in the same *bid stack* specify the same price, REMCo 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, REMCo 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. REMCo to publish bid stack

For each *gate point*, *REMCo* 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*, *REMCo* must determine in accordance with rule 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 rule 276, however *REMCo* may only use the *standing SSPOLR bid* to determine the *MCP(TSS(BS))* where all the other *bids* 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 rule 287 *REMCo* 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 rule 295:

- (a) subject to rule 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 rule 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 rule 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*, REMCo must determine in accordance with rule 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 rule 273, however REMCo 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 rule 288 REMCo 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 rule 295:
 - (a) subject to rule 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 rule 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 rule 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 rule 287 or rule 288 is also a **"TSS(BS) bid"** for the purposes of these rules.

289. Calculate total swing service cost (all users)

For each *gate point* for each *gas day*, *REMC*o must determine the **"total swing service cost"** across all *users* as follows:

$$TSSC = MCP(TSS(BS)) \times TSS(BS)$$

where:

TSSC = the *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 rule 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 rule 276.

290. Calculate total non-user-specific swing service cost (all users)

For each *gate point* for each *gas day*, *REMC*o must determine the **"total non-user-specific swing service cost"** across all *users* as follows:

$$TNUSAC = MCP(ANUSA) \times TANUSA$$

where:

<i>TNUSAC</i>	= the <i>total non-user-specific swing service cost</i> across all <i>users</i> for the <i>gate point</i> for the <i>gas day</i> ;
<i>MCP(ANUSA)</i>	= the <i>marginal clearing price</i> for the total amount of all <i>adjusted non-user-specific amounts</i> of <i>swing service</i> to be procured through the applicable <i>bid stack</i> for the <i>gas day</i> determined under rule 288; and
<i>TANUSA</i>	= the total of all <i>users' adjusted non-user-specific amounts</i> of <i>swing service</i> for the <i>gate point</i> for the <i>gas day</i> calculated under rule 273.

291. Calculate total user-specific swing service cost (all users)

For each *gate point* for each *gas day*, *REMC*o 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 rule 289; and

TNUSAC = the *total non-user-specific swing service cost* across all *users* for the *gate point* for the *gas day* calculated under rule 290.

292. For each user, calculate its user-specific swing service cost

For each *user* for each *gate point* for each *gas day*, *REMC*o 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 rule 291;

AUSA = the *user's adjusted user-specific amount of swing service* for the *gate point* for the *gas day* calculated under rule 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 rule 275.

293. For each user, calculate its non-user-specific swing service cost

For each *user* for each *gate point* for each *gas day*, *REMC*o 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 rule 290;

ANUSA = the *user's adjusted non-user-specific amount of swing service* for the *gate point* for the *gas day* calculated under rule 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 rule 273.

294. For each user, calculate its total swing service cost

For each *user* for each *gate point* for each *gas day*, *REMC*o 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 rule 292; and

NUSAC = the user's non-user-specific swing service cost for the gate point for the gas day calculated under rule 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, REMCo must calculate the "swing service fee" ("FSS") as follows:

$$FSS = \frac{\sum_{SSP} A(TSS(BS) bids)}{TSS(BS)} \times UC$$

where:

FSS = the swing 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 swing service in each of the swing service provider's TSS(BS) bids under rule 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 rule 276; and

UC = the user's total swing service cost for the gate point for the gas day calculated under rule 294.

- (2) For each *user* for each *swing service provider* for each *gate point* for each *gas day*, REMCo must calculate the “**swing service amount**” (“**SSA**”) as follows:

$$SSA = \left(\frac{\sum A(ANUSA bids)}{TANUSA} \times ANUSA \right) + \left(\frac{\sum A(AUSA bids)}{TAUSA} \times AUSA \right)$$

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 *swing service* in each of the *swing service provider’s ANUSA bids* under rule 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 rule 273;

ANUSA = the *user’s adjusted non-user-specific amount* of *swing service* for the *gate point* for the *gas day* calculated under rule 272;

A(AUSA bids) = the amount of *swing service* in each of the *swing service provider’s AUSA bids* under rules 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 rule 275.

AUSA = the *user’s adjusted user-specific amount* of *swing service* for the *gate point* for the *gas day* calculated under rule 274.

296. Swing service contract note

- (1) For each allocation made under rule 295, REMCo 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 rule 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 rule 295(2), in megajoules;
- (g) the *gas day* in respect of which the allocation under rule 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 rule 296(d) in the *contract note*.

297. There is no rule 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) *REMC* must, by 5 hours after the end of *gas day D* determine under rule 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 rule 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 rule 267(3)(f); and

(ii) the *SRQ* must be *repaid* by the *swing service provider* specified in the *procurement request* under rule 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 rule 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 rule 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 rule 296.

300. Notification of swing service data

(1) For each *gas day* for each *gate point*, REMCo 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 rule 256.

- (2) For each *user* for each *gas day* for each *gate point*, REMCo 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 rule 262;
 - (b) the *user's user-specific amount of swing service (USA)* for the *gate point* for the *gas day* calculated under rule 263;
 - (c) the *user's non-user-specific amount of swing service (NUSA)* for the *gate point* for the *gas day* calculated under rule 266;
 - (d) the *user's adjusted non-user-specific amount of swing service (ANUSA)* for the *gate point* for the *gas day* calculated under rule 272;
 - (e) the *user's adjusted user-specific amount of swing service (AUSA)* for the *gate point* for the *gas day* calculated under rule 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 rule 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 rule 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 rule 275.
- (3) For each *gate point* for each *gas day*, within 5 hours after the end of the *gas day*, REMCo must *notify* each *user* and each *swing service provider* who is a party to an *applied request* under rule 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*, REMCo 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 rule 298.

Part 5.12A – Swing service causation compensation

300A. Swing service causation compensation

- (1) This rule 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 REMCo determines that the *compensating person* must make a "**swing service causation compensation payment**" calculated under this rule 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) REMCo may not make a determination under rule 300A(1) in respect of a person unless in REMCo'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 REMCo's discretion, in forming its opinion for the purposes of rule 300A(2), if the person is a *user* for the *sub-network*, REMCo 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 rule 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 rules 181 or 182;

- (d) whether on the *historical gas day i*, REMCo calculated a *corrected recalculated ratio* under rule 176(4)(c) after the *compensating person* provided a revised *user's pipeline nomination amount* to REMCo, and the *pipeline operator* notified REMCo that it could not accommodate the *corrected recalculated ratio*, contributing the *swing service* on the *historical gas day i*; and
- (e) any notification to REMCo:
 - (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 rule 255 regarding the behaviour of the *compensating person* on the *historical gas day i*.
- (4) Without limiting REMCo's discretion, in forming its opinion for the purposes of rule 300A(2), if the person is not a *user* for the *sub-network*, REMCo may take into account any notification to REMCo 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 rule 300A(1), REMCo must request from the *compensating person*, and may request from any other person, information about the circumstances that REMCo is considering in deciding whether to make a determination under rule 300A(1).
- (6) REMCo may specify a time for responding to a request under rule 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 REMCo under rule 300A(5) must, as soon as practicable and in any event within any time specified under rule 300A(6), provide REMCo with information in reasonable detail about the relevant circumstances.
- (8) REMCo must not make a determination until the time period in rule 300A(6) has elapsed, but after that may make a

determination whether or not a person provides information in accordance with rule 300A(7).

- (9) If REMCo makes a determination under rule 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 rule 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 rule 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 rule 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 rule 300A(8)(c)(i).
- (10) If REMCo makes a determination in respect of a person under rule 300A(1), REMCo 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 rule 300A(9) is conclusive proof of its contents where:

- (a) the total amount of compensation determined under rule 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 rule 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 rule 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 rule 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 rule 300B

300C. There is no rule 300C

300D. There is no rule 300D

300E There is no rule 300E

300F There is no rule 300F

300G There is no rule 300G

Part 5.13 – Data failure

301. Data failure

- (1) If *REMC* does not receive the relevant data for an *interval metered delivery point* as required under rule 158 to calculate the *net system load* for a *sub-network* under rule 223, *REMC* must

estimate the *user's* withdrawals at the *interval metered delivery point* using the *like day substitution methodology*.

- (2) If *REMC*o does not receive *gate point metering data* from a *network operator* for a *gate point* for a *gas day* by the time specified in rule 152(1)(b), then *REMC*o must estimate the *gate point metering data* using the *nomination estimation methodology*.
- (3) Whenever *REMC*o is required under this rule 301 to estimate a value, then *REMC*o may use the estimated value (in place of the value which was not received) wherever necessary under these rules.

301A. Manifest data errors and recalculation of gas day results

{Note: If *REMC*o 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 *REMC*o on *gas day D* under either rule 152 or 158 in respect of *gas day D - 1* it may notify *REMC*o 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 rule under which the data containing the manifest error was provided to *REMC*o; and
 - (b) if the manifest data error relates to data provided to *REMC*o under rule 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 *REMC*o under rule 158, the *MIRN* for which the *interval meter data* is erroneous; and
 - (d) the relevant *gas day*.
- (2) By submitting a notification to *REMC*o under rule 301A(1) the *network operator* warrants that the notification is not fraudulent, frivolous or vexatious.
- (3) On receipt of a *notice* under rule 301A(2), *REMC*o must:

- (a) forthwith notify all participants, shippers, swing service providers and pipeline operators in the relevant jurisdiction that the allocation, reconciliation and swing results produced by REMCo under Parts 5.4 to 5.12 (inclusive) of the rules for the relevant sub-network and gas day is suspected of containing manifest errors; and
- (b) forthwith stop the operation of the REMCo Information System components that produce the allocation, reconciliation and swing results for the relevant jurisdiction; and

REMCo 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 REMCo has complied with its obligation under rule 301A(5), 301A(6) or 301A(7) (whichever is applicable).

- (4) Following receipt of a notice from REMCo under rule 301A(3):
 - (a) if the manifest data error relates to gate point metering data provided under rule 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 REMCo 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 rule 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 *REMCo* 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 *REMCo* 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 *REMCo* under rule 301A(4)(a)(i) or the *network operator* notifies *REMCo* under rule 301A(4)(b)(i) that the data for *gas day D – 1* was not erroneous, then *REMCo* must notify all *participants, shippers, swing service providers* and *pipeline operators* in the relevant *jurisdiction* that the relevant party has confirmed that the relevant data was correct and, therefore, that the initial results produced by *REMCo* in respect of *gas day D – 1* and each subsequent *gas day* for which results have been published by *REMCo* 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*, *REMCo* must notify all *participants, shippers, swing service providers* and *pipeline operators* in the relevant *jurisdiction* that it did not receive any updated *interval metering data* and, therefore, that the initial results published by *REMCo* in respect of *gas day D – 1* and each subsequent *gas day* for which results have been published by *REMCo* remain valid.
- (7) If the *network operator* provides *REMCo* 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* *REMCo* 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
 - (b) 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 rules.

Nothing in this rule 301A relieves a *participant, shipper, swing service provider* or *pipeline operator* from its obligations under Chapter 5.

301B. There is no rule 301B

301C. There is no rule 301C

Part 5.14 – Miscellaneous provisions

302. Multi shipper allocation agreement

- (1) This rule 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 rule 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 rule 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 rule 270; or
 - (ii) a *contract note* under rule 296.
- (3) For each *pipeline* for each *sub-network* for each *gas day*, within 5 hours after the end of the *gas day*, *REMC* must:

- (a) provide to the *pipeline operator* a **“multi-shipper allocation report”** setting out the information referred to in rule 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 rule 302(2) for the *shipper* or *swing service provider*.
- (4) To avoid doubt, if rule 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 rule 303

304. Recovery from REMCo Failure

- (1) If for any period of time on any day that is not a *business day*, *REMCo* cannot perform its obligations under this Chapter 5 because of failure of the *REMCo information system* (each a **“system down time”**), then:
- (a) As soon as practicable after the *system down time* occurs *REMCo* must rectify the system failure.
 - (b) On the day the system failure is rectified *REMCo* 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 *REMCo*, then *REMCo* 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 rules. Any discrepancy between the estimates used by *REMCo* and the actual data will be treated as a reconciliation under Part 5.7.

305. There is no rule 305

306. Maintenance and accessibility of REMCo data

REMCo must *maintain* all data collected, received, generated or sent to any person by *REMCo* under this Chapter 5 and any data that is the result of *REMCo'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 *REMCo*; and
 - (ii) the person from whom *REMCo* collected or received the data, or to whom *REMCo* sent the data, or if *REMCo* generated the data, *REMCo* 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 *REMCo* 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 rule 307

308. Review of Chapter 5

- (1) Unless otherwise unanimously agreed by all *participants* and *REMCo*, *REMCo* must review the operation of this Chapter 5 of the rules, to ensure that:
 - (a) the *REMCo information system* is operating in accordance with this Chapter 5; and
 - (b) Chapter 5 is not having an unduly prejudicial impact on *REMCo* or any *participant, pipeline operator, prescribed person or interested person*.
- (2) A review under rule 308(1) must be commenced as soon as practicable after the expiry of 6 months, 18 months and 3 years after the *go-live date*, and must be completed as quickly as practicable and in any event within 3 months.

- (3) Prior to commencing a review under rule 308(1), *REMC*o must as a *reasonable and prudent person*, and in consultation with the persons required to comply with this Chapter 5, determine the terms of reference, scope of work and work programme for the review.

Chapter 6 – Compliance and Interpretation

Part 6.1 – The independent compliance panel

309. REMCo to create compliance panel

- (1) *REMCo* must establish a compliance panel under these rules by the *go-live date*.
- (2) Within 3 months after a *compliance panel* member retires, is removed or otherwise vacates the office, *REMCo* must appoint a replacement member.

310. Composition of compliance panel

The *compliance panel* must comprise at least 3 members meeting, in *REMCo'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 rule 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 *REMCo*; or

- (e) the interests of one or more *participants, pipeline operator or prescribed person*.
- (2) *REMC*o must not appoint a person as a *compliance panel* member, if *REMC*o 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) *REMC*o must ensure that each *compliance panel* member:
 - (a) at all times — provides full disclosure of all actual or potential *conflicts of interest* to *REMC*o; 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 *REMC*o of any actual or potential *conflict of interest* which arises during the member's tenure, and of any non-compliance with this rule 311.
 - (4) Within 20 *business days* after notification of a *conflict of interest* under rule 311(3)(a) or rule 311(3)(c), *REMC*o 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) *REMC*o may appoint each *compliance panel* member for a period of up to 3 years.
- (2) *REMC*o 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 *REMC*o; or
- (c) dies.

314. Removal of a compliance panel member

- (1) *REMC*o may remove a *compliance panel* member in the following circumstances:
 - (a) under rule 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*; or
 - (c) if *REMC*o considers that the member has failed to adequately discharge the duties of a *compliance panel* member; or
 - (d) if *REMC*o considers that the *compliance panel* member is otherwise unfit to hold the position of *compliance panel* member.
- (2) *REMC*o may seek a recommendation from the *compliance panel* chairperson for the purposes of rules 314(1)(c) and 314(1)(d)
- (3) *REMC*o must forthwith *notify* a person in writing of his or her removal under rule 314(1).

315. Chair vacancies

If the position of *compliance panel* chairperson is vacant, all *compliance panel proceedings* are suspended until:

- (a) *REMC*o appoints a *compliance panel* chairperson under rule 309; or
- (b) such time as *REMC*o 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 rule 317, *REMC*o may appoint an interim *compliance member* including an interim chairperson, qualified in accordance with rule 310, to hold office until such time as necessary to ensure that the *compliance panel* is properly constituted under Part 6.1 of the rules.

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 rules.

318. Administrative assistance

*REMC*o 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) *REMC*o 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) *REMC*o must determine from time to time the hourly or daily rate or rates of remuneration payable by *REMC*o to a *compliance panel* member.
- (2) *REMC*o must pay each *compliance panel* member:
 - (a) the amount of the remuneration determined under rule 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 *REMC*o 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 rule 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*, *REMC*o 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 rule 322(2), the *compliance panel* is independent of direction or control by *REMCo* or any *participant*, *pipeline operator* or *prescribed person* in the performance of its functions.
- (2) *REMCo* may give written directions to the *compliance panel* chairperson to the extent allowed by rule 322(3), and the *compliance panel* chairperson must give effect to any such direction.
- (3) Directions under rule 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 rule 323.
- (4) If a direction is given under rule 322(2), then *REMCo* 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 *REMCo* or a *participant* regarding:

- (a) alleged breaches of the rules; or
- (b) the interpretation of the rules; or
- (c) any other matter that can be referred to the *compliance panel* under these rules.

324. Powers of compliance panel

- (1) The *compliance panel* has the power to:
 - (a) request a *participant, pipeline operator, prescribed person* or *REMCo* to provide information relevant to a matter being considered by the *compliance panel*, and the *participant, pipeline operator, prescribed person* or *REMCo* (as the case may be) must comply with the request to the extent permitted by *law*; and
 - (b) make determinations upon matters referred under rule 329(1)(a)(ii), rule 329(1)(b)(iii), or rule 331; and
 - (c) make orders in accordance with rule 343; and
 - (d) in order to assist it in fulfilling its functions under these rules:
 - (i) appoint a person performing the functions of *REMCo*, 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 rule 324, the *compliance panel* must ensure that the *person* does not have a *conflict of interest* under rule 311 in performing the relevant role.
- (2) *REMCo* must pay any *costs* that the *compliance panel* incurs under rule 324(1)(d), provided that *REMCo* has given the *compliance panel* prior written approval to incur the *cost*.

Part 6.3 – Matters referred to REMCo

{Note: The purpose of this Part 6.3 which imposes a requirement that matters be referred to *REMCo* 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 REMCo

- (1) If a *participant, pipeline operator* or *prescribed person* :
 - (a) reasonably believes that another *participant, pipeline operator, prescribed person*, or *REMCo* has breached the rules; or
 - (b) requires an interpretation of the proper meaning of a rule,
 then the *participant, pipeline operator* or *prescribed person* may at any time give *REMCo* a notice specifying:
 - (c) the *GBO identification* of the person referring the matter to *REMCo*; 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 rules 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 rules; and
 - (ii) the identity of any other person that is involved with or affected by the alleged breach of the rules; and
 - (iii) the details of the alleged breach of the rules; or
 - (f) if the matter relates to an alleged breach of the rules by *REMCo*:
 - (i) the details of the alleged breach of the rules by *REMCo*; and
 - (ii) the identity of any other person that is involved with or affected by the alleged breach of the rules; or
 - (g) if the matter relates to an interpretation of the rules:

- (i) the rule 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 rules must be given within 30 *business days* of the date that the *participant, pipeline operator* or *prescribed person* alleging the rule breach became aware, or ought to have become aware, that the breach occurred.
- (3) A notice requesting an interpretation of a rule may be given at any time.

325A. Suspending the process

- (1) If a person gives a notice under *rule* 325(3) ("**interpretation notice**") which involves interpretation of a *rule* that is, or becomes, the subject of a notice of alleged breach under *rule* 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 *rule* 325A(2).
- (2) The suspension period starts on the giving of the interpretation notice and ends at the time at which either:
 - (a) *REMC*o rejects the matter under *rule* 329(1)(b)(i); or
 - (b) *REMC*o makes a determination under *rule* 329(1)(b)(ii); or
 - (c) the compliance panel's decision takes effect under *rule* 341(5)(b).

{Note: The following are examples of how this rule 325A can operate:

- If a breach notice has not been given, the 30 day period under *rule* 325(2) is suspended while the interpretation notice is being dealt with (ie. for the duration of the suspension period).
- If a breach notice has been given, and a determination has been made under *rules* 329(2), the 40 day period in *rule* 331(1) is suspended while the interpretation notice is being dealt with.}

- (3) *Rule* 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 *REMCo* may at any time prior to *REMCo* making a decision under rule 329 withdraw the referral by *notice* to *REMCo*.
- (2) *REMCo* may require the *participant, pipeline operator, or prescribed person* to reimburse *REMCo* for the reasonable costs incurred by *REMCo* in connection with a referral to *REMCo*, up to the time it is withdrawn.

327. REMCo to give notice to participants

If *REMCo*:

- (a) receives a notice under rule 325(1); or
- (b) requires an interpretation of the proper meaning of a rule

REMCo must before making a decision under rule 329(1) give a *notice* to each *participant, pipeline operator, or prescribed person* or *REMCo* affected specifying:

- (c) if the matter relates to an alleged breach of the rules by a *participant, pipeline operator, prescribed person* or *REMCo*:
 - (i) the *GBO identification* of the *participant, pipeline operator, prescribed person* or *REMCo* that is alleged to have breached the rules; and
 - (ii) the identity of each person that is involved with or affected by the alleged breach of the rules; and
 - (iii) the details of the alleged breach of the rules; or
- (d) if the matter relates to an interpretation of the rules:
 - (i) the rule that requires interpretation and the reason why; and
 - (ii) the circumstances in which, the interpretation is required.

328. REMCo to determine procedures

- (1) Subject to these rules, *REMCo* may determine its own procedures for hearing and determining an alleged breach of the rules or an interpretation of the rules.
- (2) *A participant, pipeline operator or prescribed person* must make reasonable endeavours to comply with the requirements of any procedures established by *REMCo* under rule 328(1).

328A. REMCo may investigate alleged breaches

- (1) Before making a determination under rule 329 in relation to an alleged breach referred to *REMCo* under rule 325, *REMCo* may request from any *participant, pipeline operator or prescribed person* information about the circumstances of the alleged breach.
- (2) *REMCo* may specify a time for responding to a request under rule 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 *REMCo* under rule 328A(1) must, as soon as practicable and in any event within any time specified under rule 328A(2), provide *REMCo* with information in reasonable detail about the relevant circumstances.
- (4) *REMCo* must not make a determination until the time period in rule 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 rule 328A(1).
- (5) *REMCo* may at any time extend the specified time for responding to a request under rule 328A(2)

329. Determinations which may be made

- (1) After considering an alleged rule breach or rule interpretation *REMCo* may:
 - (a) if the matter relates to an alleged rule breach by a *participant or REMCo*:

- (i) if *REMC*o determines that the matter was not material, resolve not to take any further action in relation to the matter; or
 - (ii) if *REMC*o determines that the matter was material, refer the matter to the *compliance panel*; or
- (b) if the matter relates to a rule interpretation:
- (i) reject the matter; or
 - (ii) make a determination on the matter; or
 - (iii) refer the matter to the *compliance panel*.
- (c) if the matter relates to an alleged rule breach by a *pipeline operator*, or *prescribed person*, then
- (i) if *REMC*o determines that the matter was not material, resolve not to take any further action in relation to the matter; or
 - (ii) if *REMC*o determines that the matter was material, refer the matter to the *Economic Regulation Authority*.

{Note: In determining whether an alleged rule breach by a *participant*, *pipeline operator*, or *prescribed person* is material *REMC*o 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 *REMC*o (and therefore the Market as a whole).
- (iii) Whether or not the alleged rule breach appears to have arisen as a result of problems with the design/operation of the rules, and that the *participant*, *pipeline operator*, or *prescribed person* was still acting in a manner consistent with the guiding principles of *REMC*o.
- (iv) Whether the alleged rule breach was an isolated event, or indicates a systemic problem with compliance.
- (v) Whether the alleged rule 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 rule breach has a potential anti-competitive effect.
- (viii) Any other matters considered relevant by *REMC*o.}

- (2) *REMCo* must make its determination under this rule 329 expeditiously in a fair and reasonable manner.
- (3) *REMCo* must:
 - (a) for the first 12 months after the date that a change to the rules comes into force, have regard to the fact that the rules 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 rules are a new governing regime for the new *participant, pipeline operator, or prescribed person*; and
 - (c) if there is an *in-progress rule change* that affects the rule that is alleged to have been breached, consider whether the conduct that is the subject of the alleged rule breach would not have been a breach if the *in-progress rule 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 rule 329(1).

330. Notification of determinations

- (1) Within 5 *business days* after a determination under rule 329(1)(a)(i) or rule 329(1)(b)(i), *REMCo* must give *notice* of the determination and reasons for the determination to the *participant, pipeline operator, or prescribed person* that referred the matter under rule 325.
- (2) Within 5 *business days* after a determination under rule 329(1)(a)(ii) or rule 329(1)(b)(ii) or rule 329(1)(b)(iii), *REMCo* must, subject to rule 330(3), give *notice* of the determination and reasons for the determination to all *participants, pipeline operators, and prescribed persons*.
- (3) *REMCo* must not include any *confidential information* in the *notice* of the determination and reasons for the determination under rule 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 *REMC*o under rule 139(3)(b), rule 329(1)(a)(i) or rule 329(1)(b)(i), a *participant, pipeline operator, or prescribed person* may appeal *REMC*o's determination to the *compliance panel* by giving *notice* to *REMC*o.

{Note: The *compliance panel* may make an order that the *participant* must pay the *compliance panel's costs* under rule 343(1)(d) or other parties' *costs* under rule 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 *REMC*o, they may still appeal a *REMC*o decision to the *compliance panel* on matter of non-compliance by a *participant*.}

- (2) Within 5 *business days* after notification under rule 331(1), *REMC*o 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) *REMC*o under rule 329(1)(a)(ii), or rule 329(1)(b)(iii); or
- (b) by way of appeal by a *participant, pipeline operator, or prescribed person* under rule 139(5) or rule 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) if the *referral* is made under rule 329(1)(a)(ii), or rule 329(1)(b)(iii) — such information as *REMC*o has regarding the matter; and
- (c) if the *referral* is an appeal under rule 139(5) or rule 331 — the grounds of appeal; and
- (d) the decision sought; and

- (e) the orders sought.

334. Compliance panel may reject appeal

If in the *compliance panel's* reasonable opinion:

- (a) a referral lodged under rule 139(5) or rule 331 does not satisfy the requirements set out in rule 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 rule 331(1).}

335. Withdrawal of referral to compliance panel

- (1) *REMC*o 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 *REMC*o or the *participant*, *pipeline operator* or *prescribed person* to reimburse the *compliance panel* for the reasonable costs incurred by the *compliance panel* and *REMC*o 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 rule 329(1)(a)(ii) or rule 329(1)(b)(iii) or rule 331(1) the *compliance panel* must meet and commence the *proceeding* by giving *notice* to all *participants*, *pipeline operator* or *prescribed person* and *REMC*o 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 rule 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 rule 337(3).
- (2) Within 5 *business days* after notification under rule 336(b) or such period as the *compliance panel* permits, a *participant*, *pipeline operator* or *prescribed person* or *REMC*o 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 *REMC*o 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 *REMC*o'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 *REMC*o is likely to be able to assist the *compliance panel*, even if neither rule 337(3)(a) or 337(3)(b) applies.

338. Compliance panel to determine its own procedures

- (1) The *compliance panel* must, subject to the requirements of natural justice, adopt such procedures as it sees fit for conducting the *proceedings* and a *hearing* under these rules, provided that:
 - (a) each *party* may lodge a written submission with the *compliance panel* in relation to the *referral*; and
 - (b) subject to rule 342, the *compliance panel* must provide each *party* with a copy of each written submission it receives under rule 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 *REMC*o must comply with the procedures adopted by the *compliance panel* under this rule 338.
- (3) The *compliance panel* must resolve a matter referred to it under rule 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* may be held in either *jurisdiction* or both as determined under rule 339(1).

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 rules 338(1)(a) and 338(1)(c); and.
 - (b) for the first 12 months after the date that a change to the rules comes into force, have regard to the fact that the rules affected by the change are a new governing regime for *participants* and *REMC**o*; and
 - (c) for the first 6 months after a *person* becomes a *participant*, have regard to the fact that the rules 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 rule 342, provide a copy of its determination and reasons to:
 - (i) all *participants*, *pipeline operator* and *prescribed persons*; and
 - (ii) *REMC**o*; and
 - (b) if the determination is in relation to a matter of rule interpretation — provide its recommendation regarding the date on which the determination should take effect to:
 - (i) all *participants*, *pipeline operator* and *prescribed persons*; and
 - (ii) *REMC**o*.
- (3) Within 10 *business days* after receipt of the recommendation under rule 341(2)(b)(i), a *participant*, *pipeline operator* or *prescribed persons* may request *REMC**o* to amend the date on which the determination takes effect and lodge a submission with *REMC**o* in support of the request.

- (4) Within 20 *business days* after receipt of a request under rule 341(3), *REMC*o:
- (a) must consider, and may, if reasonable, amend, the date on which the determination takes effect; and
 - {Note: *REMC*o may amend the date on which a rule 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 *REMC*o cannot consider determinations that have been against it.
- (5) A decision of the *compliance panel* under rule 341(1):
- (a) is final and binding on each *participant* and *REMC*o; and
 - (b) takes effect as and from the date of the determination or, in respect of the date set by *REMC*o in relation to a rule interpretation determination, the date notified to *participants* under rule 341(4)(b), whichever is the later; and
- (6) A *participant* and *REMC*o 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 rule 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 rule 338(1)(a); or
- (b) a copy of the *compliance panel's* determination and reasons under rule 341(2)(a),

and may, under this rule 342, censor documents that it publishes to *participants* and *REMCo*.

- (3) In making an application under rule 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 rule 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 *REMCo* must not use or disclose information which is:
 - (a) confidential in fact; and
 - (b) disclosed to the *participant, pipeline operator or prescribed person* or *REMCo* (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 *REMCo* in accordance with this

rule 342, the person making the disclosure must inform the *participant, pipeline operator or prescribed person or REMCo* (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 rule.

343. Determinations which may be made

- (1) In a determination under rule 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 *REMCo* of up to \$50,000 in respect of each breach of the rules; or
 - (b) order a *participant* or *REMCo* to take action, or cease action, to ensure compliance with the rules; 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 rule 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 *REMCo* to make further submissions or to allow further consideration by the *compliance panel*; or
 - (g) recommend changes to the rules.
- (2) The *compliance panel* may make interim determinations.

344. Power to correct a determination

Within 5 *business days* after making a determination made under rule 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 *REMCo's* right to litigate, arbitrate or otherwise seek to resolve, any *dispute*.

346. Legal representation

- (1) Subject to rule 346(2), a *party* may be legally represented.
- (2) A *party* must bear its own *costs* unless the *compliance panel* orders otherwise under rule 343(1)(e).

347. Register of determinations

- (1) *REMCo* must ensure that a register of *compliance panel* determinations is *maintained* for the duration of the rules.
- (2) *REMCo* must publish *compliance panel* determinations, but in *maintaining* the register of *compliance panel* determinations *REMCo* may decide to withhold confidential or commercially sensitive information of a *participant*, *pipeline operator* or *prescribed person* or *REMCo* 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 *REMCo* (as the case may be).
- (3) Upon receipt of a *compliance panel* determination, *REMCo* must update the register of *compliance panel* determinations.
- (4) *REMCo* 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 rule 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 rules.
- (3) This rule 348 applies, despite the subsequent receipt of actual *notice* by the *compliance panel* chairperson or *REMC*o 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 Rule 350(1).
- (2) For each calendar year, a *user* must appoint an *auditor*, having regard to rule 353, to undertake a *negative assurance audit* of the *user's* compliance during the year with rules 55A, 72(1), 72(4), 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 *REMCo* within 3 months after the end of the year to which the *negative assurance audit* relates.

351. Audit of REMCo

- (1) *REMCo* must appoint an *auditor*, by having regard to rule 353, to undertake a *negative assurance audit* of *REMCo's* compliance with the following parts of these rules: 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 rule 351(1A) to (3).
- (1A) A *negative assurance audit* under rule 351(1) may cover some or all of the Parts of the rules listed in rule 351(1), provided that at least once every 3 years, each Part of the rules listed in rule

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 rules and ends 3 years thereafter. The next 3 year period starts immediately on completion of this first 3 year period and so on.}

- (2) *REMCo* may determine, in consultation with *participants*, the extent and scope of a *negative assurance audit* to be undertaken under rule 351(1).
- (3) *REMCo* 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 rule 353, to undertake a *negative assurance audit* of the *network operator's* compliance during the year with rules 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 *REMCo* 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 rule 354, but subject to rule 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 *REMC*o; 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 rule 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 rule 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 rule 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 *REMCo* is reasonably necessary for the *auditor* to report on the material non-compliance, the *participant* or *REMCo* (as the case may be) by this rule:
 - (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, REMCo, pipeline operators and prescribed persons must cooperate with auditor

- (1) A person being audited under rules 350, 351 or 352 must cooperate with and provide all reasonable assistance to an *auditor* appointed under this Part 7.2.
- (2) Without limiting rule 357(1), a person being audited under rules 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*, *REMC**o*, *pipeline operator* and *prescribed person* who is not being audited under rules 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 rule 357(3), a person may request to be identified as a covenantee under a deed executed under rule 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 rule 358(b), details the circumstances of any non-compliance by a *participant* or *REMC**o* with rule 357, in respect of the *negative assurance audit*; and
- (d) complies with the deed of undertaking under rule 356(1); and
- (e) makes all disclosures required under rule 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 rule 358(f)(i) being made.

359. Level of Audit

- (1) In this rule 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 *REMC*o may challenge the adequacy or *level* of a *negative assurance audit* conducted under this Part 7.2 by referring a matter to *REMC*o under rule 325.

360. REMCo’s audit summary report

- (1) For each calendar year, *REMC*o 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 rule 360(1)(a).

- (2) *REMC*o's report under rule 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 rule 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 REMCo to meet reporting obligations

To the extent reasonably necessary to enable *REMC*o to meet its reporting and information provisions under *law*, a *participant* must upon reasonable request by *REMC*o assist *REMC*o by making available reasonable access to records and relevant information.

Part 7.4– There is no part 7.4

361A. There is no rule 361A

Chapter 8 – Administration

Part 8.1 – Fees, charges and cost recovery

362. Fees and charges under these rules

Nothing in these rules:

- (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 rules 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 rules, unless otherwise stated in these rules.

362A. Recovery of REMCo's costs

- (1) *REMCo* may, in order to recover the *costs* of establishing itself and operating as the market administrator of these rules, determine the amount of the *registration fee, service fee and market share charge* in accordance with the following *cost recovery principles*:
 - (c) in recovery of its *costs*, the charges imposed by *REMCo* on *users*, who are *REMCo members*, shall not be such as to create a material barrier to entry for new entrants;
 - (d) fees and terms and conditions should be simple to understand and implement;
 - (e) to the extent that is administratively feasible, the fee set should provide efficient market signals;
 - (f) the *costs* are to be clearly identifiable;
 - (g) *costs* may be recovered in such a way as to ensure account is taken of the time value of money;
 - (h) there is no rule 362A(1)(h);
 - (i) there is no rule 362A(1)(i); and

- (j) reasonable *costs* may include any revenue offsets from the commercialisation of the *REMCo information system* and software which accommodate the full contestability of retail gas markets, including any discretionary services in excess of standard services.
- (2) Each *REMCo member* must pay to *REMCo* (as applicable):
- (a) the *registration fee* — upon becoming a *REMCo member*;
 - (b) the *service fee* — once every 12 month period when invoiced by *REMCo* under rule 370(1)(a);
 - (c) the *market share charge* — once every month when invoiced by *REMCo* under rule 370(1)(b) and
 - (d) any *additional service charge* determined by *REMCo* pursuant to rule 362A(7), when invoiced by *REMCo* under rule 370(1)(C).
- (3) There is no rule 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 rule 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 at the *go-live date*,

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 REMCo.

- (7) REMCo may recover the costs of providing an *additional service* to a *member* by charging the *member* an *additional service charge* where the payment of the *additional service charge* has been agreed by the *member*.

Part 8.2– Confidentiality

363. Confidentiality obligations

- (1) Subject to rule 364, a *recipient* must:
 - (a) keep confidential any *confidential information* provided to it under these rules; and
 - (b) not disclose *confidential information* to any person except as permitted by these rules; and
 - (c) only use or reproduce *confidential information* for the purpose for which it was disclosed or another purpose contemplated by these rules; and
 - (d) not permit unauthorised persons to have access to *confidential information*.
- (2) Subject to rule 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 rule 363 in relation to the *confidential information*.
- (3) Despite any other provision of these rules, a person must continue to comply with this rule 363 after it has otherwise ceased to be subject to these rules.

364. Exceptions to confidentiality requirements

Rule 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 rules, or for the purpose of advising the *recipient* in relation to these rules; or
- (c) the disclosure, use or reproduction of information with the consent of the person who provided the information under these rules; 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 rule 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 rules;

- (g) the disclosure, use or reproduction of information which is required to protect the safety of personnel or equipment; or
- (h) without limiting rule 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 rules or otherwise.

365. Conditions on disclosure of confidential information

Prior to disclosing information under rule 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 rule 364; and
 - (ii) the *secondary recipient* does not use the information for any purpose other than that permitted under rule 364.

366. Confidentiality indemnity

- (1) Subject to rule 366(2), each *participant*, *pipeline operator* and *prescribed person* ("**indemnifier**") indemnifies *REMC*o against any *claim*, action, damage, loss, liability, expense or outgoing which *REMC*o 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 rule 363.
- (2) An *indemnifier* is not responsible for, and is not required to indemnify *REMC*o against, any breach by any officer, agent or employee of the *indemnifier* (as the case may be) of rule 363, if the officer, agent or employee was acting for and on behalf of *REMC*o as *REMC*o's agent, at the time of breaching rule 363.

Part 8.3 – Payments to REMCo

367. Payment

A payment to *REMCo* under these rules must be paid by direct electronic funds transfer to a bank account (nominated by *REMCo*).

368. Financial penalties

A *participant* must pay to *REMCo* 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 rule 369.

370. Invoices etc

- (1) Within 5 *business days* of the commencement of each calendar month, *REMCo* must provide each *REMCo member* (as necessary) with an invoice in the form of a *tax invoice* showing (as applicable):
 - (a) the amount of the *service fee* that the *REMCo member* 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 *REMCo member* is being charged in advance for the applicable *invoice period*; and
 - (c) the amount of any *additional service charge* that the *member* is being charged; and
 - (d) any refunds payable to the *REMCo member* for the *invoice period* (as applicable) and if the refund is payable as a result of a disputed invoice under rule 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 *REMCo* 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 *REMCo* from time to time.
- (2) A *REMCo member* must pay an invoice received from *REMCo* within 10 *business days* after receipt of the invoice, regardless of whether the invoice is disputed under rule 372.

371. GST

- (1) In this rule 371:
- (a) words and expressions which are not defined in these rules 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 rules are exclusive of GST.
- (3) If GST is payable by:
- (a) a supplier; or
 - (b) by the representative member for a GST group of which the supplier is a member,
- on any supply made under these rules, 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 rule 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 rules.

- (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 rule 371(3).
- (6) The recipient may withhold payment of the amount under rule 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 rules, the amount payable by the recipient under rule 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 rules 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 member for a GST group of which the other person is a member, 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 *REMCo member* disputes an invoice from *REMCo*, it must *notify REMCo* of the disputed invoice within 60 *business days* after receipt of the invoice by writing to *REMCo's* chief executive officer and providing details of the *dispute*.
- (2) If, as a result of the resolution of a disputed invoice under rule 372(1), *REMCo* is obliged to re-pay part or the whole of an amount received under rule 370(2) to a *REMCo member*, then *REMCo* must pay the amount under rule 370(1)(d).

Part 8.4 – Small use customer and small use customer indicator determination

373. REMCo to determine whether a consumer is a small use customer

- (1) There is no rule 373(1).
- (2) *REMCo* must determine whether a *customer* is a *small use customer*, in accordance with this rule 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 rules commenced, that definition was "...means a customer whose consumption of gas is less than 1 terajoule per year".}

- (4) For the purposes of these rules, 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*, *REMCo* 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 rule 66(e).
- (6) Within 5 *business days* of the end of each six month period, with the first six month period commencing on the *go-live date*, *REMCo* 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 *REMCo* under rule 373(5) or *REMCo's* previous six month determination made under this rule 373(6).

{Note: Upon making a determination under this rule 373, *REMCo* must update the *REMCo registry* under rule 52(b) and provide the *user* and *network operator* with the *REMCo standing data* for the *delivery point* under rule 53(1).}

- (1) 373A. There is no rule 373A.

373B There is no rule 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 rules (“**second person**”), and the *first person* sends that *data* onto a third person under these rules (“**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 rule 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 rule 375(1).
- (3) If the *first person* has in any way altered the *data* provided to the *third person* under rule 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 rule 375(1).

{Note: Under rule 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 rules (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 rules 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 rule 376A(2), no person (including its *associated persons*) under these rules is under any circumstances to be liable to another person under these rules for any *indirect damage*, however arising including by negligence.
- (2) The exclusion of *indirect damage* in rule 376A(1) does not apply to a warranty given under rule 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 rules is to be disregarded for the purposes of that determination.

376B. Fraud

- (1) A person under these rules (including its *associated persons*) who is fraudulent in respect of its obligations to another person under these rules 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 rule 376A(1) does not apply to liability under rule 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 rules 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 rules 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 rule 376C, no person other than a person required to comply with these rules or its related entities is to obtain any benefit or entitlement under these rules, despite that person being referred to in these rules or belonging to a class of persons which is referred to in these rules.

377. REMCo's limitation of liability

- (1) To the extent permitted by *law*, *REMCo* 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 *REMCo*, its officers, employees or *agents* in performing its obligations under these rules.
- (2) Where liability under these rules cannot by *law* be excluded, *REMCo's* liability (including any liability of its officers, employees and *agents*) to *participants*, *pipeline operators* or *prescribed persons* in respect of any breach of *REMCo's* obligations under these rules is (at *REMCo's* option) limited to:
 - (a) supplying the services again; or
 - (b) paying the cost of having the services supplied again.
- (3) In this rule 377, "**agent**" includes contractors and third parties engaged to provide goods or perform services relating to *REMCo's* obligations under these rules for or on behalf of *REMCo*.

377A. Indemnifying REMCo

- (1) Each *participant*, *pipeline operator* and *prescribed person* ("**indemnifying party**") must indemnify and keep indemnified *REMCo* 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 *REMCo* 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 rules.

- (2) The maximum aggregate amount payable by a party under rule 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 rule 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 rules and for a period of 7 years thereafter.

Part 8.6 – Exiting the market

377B. Exiting the market

- (1) In this rule 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 rules.
- (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 rule 243(4); and

- (ii) the day that the *user* demonstrates to *REMCo'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 *REMCo'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 *REMCo'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 rules.

Chapter 9 – Rule change process

Part 9.1 – Introduction

(Note: This Chapter sets out the rule change process, however ancillary documents to the rules, some of which are set out in the Appendices, can be amended outside of this rule change process, as set out in 0.)

378. Rule change request

- (1) A *participant* or an *interested person* may lodge in writing a *rule change request* with REMCo on any *business day*.
- (2) A *rule change request* must specify at least the following information:
 - (a) the *GBO identification* or the identity (as applicable) of the person lodging the *rule change request*; and
 - (b) the reason for the *proposed rule change*; and
 - (c) the *proposed rule change* either as marked-up changes to the text of the rules or as a detailed summary of the *proposed change* to the rules; and
 - (d) the anticipated impact of the *proposed rule change* on affected persons; and
 - (e) the proposed time frame for implementation of the *proposed rule change*.

378A. Proponent may withdraw a rule change request

- (1) A *proponent* may, at any time prior to the time that REMCo endorses a *proposed rule change* under rule 399(1)(a), withdraw a *rule change request* lodged by the *proponent* by lodging with REMCo a *rule change withdrawal request*.
- (2) A *rule change withdrawal request* must specify at least the following information:
 - (a) the *GBO Identification* or the identity (as applicable) of the person lodging the *rule change withdrawal request*;

- (b) the date on which the *rule change request* that the person is seeking to withdraw was lodged with *REMC*o;
 - (c) the *rule change request* reference that *REMC*o assigned to the *rule change request* that the person is seeking to withdraw or a description of the *rule change request*; and
 - (d) the reason for lodging the *rule change withdrawal request*.
- (3) Within two *business days* after receiving a *rule change withdrawal request* *REMC*o must either accept or reject the request and notify the person lodging the request of its decision.

378B. Rule change outline

A *rule change outline* must include:

- (a) the *proposed rule change* and any applicable *alternative amendments* as marked-up changes to the text of the rules;
- (b) any other information that *REMC*o considers is relevant.

379. Impact and implementation report

An *impact and implementation report* must include:

- (a) a copy, or instructions on how to obtain a copy, of the *rule change outline*; and
- (b) the identity of which *participants, pipeline operators* and *shippers* will be affected by the *proposed rule change*; and
- (c) an analysis of the impact of the *proposed rule change* on the persons identified under rule 379(b) above; and
- (d) an analysis of the anticipated implementation time, implementation *cost* and ongoing *cost* associated with the *proposed rule change*; and
- (e) a *cost/benefit* analysis of the *proposed rule change*.

380. Recommendation report

A *recommendation report* must include:

- (a) a copy, or instructions on how to obtain a copy, of the *rule change outline*; and
- (b) instructions on how to obtain a copy of the *impact and implementation report* prepared by *REMCo*; and
- (c) a *recommended rule change* to implement the *rule change request* (if this is different from the marked-up changes in the *rule change outline*); and
- (d) an implementation plan for the *recommended rule change* (if any specific implementation considerations have been identified); and
- (e) advice on the impact of the *recommended rule change* on *REMCo*, *participants*, *pipeline operators* and *prescribed persons*.

381. Timing of rule change

Each of *REMCo*, the *rule change committee*, *participants*, *pipeline operators* and *prescribed persons* must fulfil their obligations under Part 9.2 expeditiously.

382. There is no rule 382

Part 9.2– Rule change

383. REMCo must have established rule change committee

- (1) *REMCo* must establish a *rule change committee* under these rules.
- (2) As soon as practicable and in any event within 3 months after a *rule change committee* member retires, is removed or otherwise vacates the office, *REMCo* must appoint a replacement member.

384. Composition of rule change committee

- (1) The *rule change committee* must comprise the following members:
 - (a) one member representing *REMCo*, who is the chairperson of the *rule change committee*; and

- (b) at least one member representing the interests of the *network operators*; and
 - (c) one member representing the interests of the *user* that has a market share of at least 50%; and
 - (d) at least one member representing the interests of all *users* other than those referred to in rule 384(1)(c).
- (2) An observer from the *approving body* may attend each *rule change committee* meeting.
 - (3) Nothing said, or done, or omitted to be said or done, by the observer referred to under rule 384(2), fetters the *approving body's* discretion in approving or not approving an *endorsed rule change* submitted to the *approving body* for approval, or otherwise makes the *approving body* or the *State* liable in any way to any person including for negligence.

385. Tenure of rule change committee members

- (1) *REMC*o may appoint each *rule change committee* member for a period of up to 2 years.
- (2) *REMC*o may re-appoint a *rule change committee* member whose tenure has finished.
- (3) A person immediately ceases to be a member of the *rule change committee* 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 *REMC*o; or
 - (c) dies.
- (4) *REMC*o may remove a *rule change committee* member in the following circumstances:
 - (a) 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*; or

- (b) if *REMC*o considers that the member has failed to adequately discharge the duties of a *rule change committee* member (including failure to consult with, represent the views of, or keep informed other *participants* of the type the member is appointed to represent); or
 - (c) if *REMC*o considers that the *rule change committee* member is otherwise unfit to hold the position of *rule change committee* member.
- (5) *REMC*o must forthwith *notify* a person in writing of his or her removal under rule 385(4).

386. Objectives of rule change committee

- (1) The rule change committee is to operate under these rules on the basis of 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 rule.

387. Quorum

Quorum for a meeting of the *rule change committee* is 4 members, including at least one member under rules 384(1)(a) to 384(1)(d).

388. Meetings

- (1) The *rule change committee* must meet as and when required by these rules.
- (2) The *rule change committee* chairperson must ensure that each *rule change committee* meeting is minuted.

- (3) Within 5 *business days* after a *rule change committee* meeting, the *rule change committee* chairperson must circulate the draft minutes of the proceeding to the other members of the *rule change committee* for consideration and approval.
- (4) *REMC*o must ensure that the minutes of each *rule change committee* meeting are made available to, and accessible by, each *rule change committee* member for 7 years after the date of the meeting.
- (5) *REMC*o must provide all reasonable administrative assistance requested by the *rule change committee*.
- (6) The *rule change committee* may adopt such procedures as it sees fit for conducting meetings of the *rule change committee*.

389. Limitation of Liability

To the extent permitted by *law*, a *rule change committee* 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 *rule change committee* unless the *rule change committee*, or its members, as the case may be:

- (a) do not act in good faith under this Part 9.2; or
- (b) act fraudulently.

390. Indemnity

Notwithstanding rule 389, if a *rule change committee* 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 *rule change committee*, *REMC*o must indemnify the *rule change committee* member:

- (a) for the full amount of loss or damage; and
- (b) for any *costs* and expenses incurred by the member in defending related proceedings,

unless the liability arose out of the member's:

- (c) conduct involving a lack of good faith under this Part 9.2; or
- (d) fraud.

391. REMCo must accept or reject rule change request

- (1) As soon as practicable and in any event within 5 *business days* after receipt of a *rule change request*, REMCo must either accept or reject the request.
- (2) REMCo must:
 - (a) reject a *rule change request*:
 - (i) if the person lodging the *rule change request* is not a *participant* or an *interested person*; or
 - (ii) if REMCo determines that the *rule change request* is frivolous, vexatious, or not lodged in good faith; and
 - (b) as soon as practicable after rejecting a *rule change request*:
 - (i) *notify* the *proponent* that the request has been rejected; and
 - (ii) provide the reason why the request was rejected.
- (3) REMCo must accept a *rule change request* if it is not rejected under rule 391(2).

392. Appeal to REMCo

- (1) Within 5 *business days* after REMCo's notification under rule 391(2)(b)(i), the *proponent* may appeal REMCo's decision by submitting to REMCo:
 - (a) a copy of the *proponent's* original *rule change request*; and
 - (b) a copy of REMCo's notification and reasons under rule 391(2); and
 - (c) the reasons why the *proponent* disagrees with REMCo's decision.
- (2) REMCo may determine such procedures as are necessary to consider this appeal, but in any event must ensure that the appeal is considered and a decision reached whether or not to accept the *rule change request* within 20 *business days* of receipt of the appeal.

- (3) If *REMC*o determines under rule 392(2) that *REMC*o was correct in the first instance to reject the *rule change request*, then *REMC*o must *notify* the *proponent* of the resolution.

393. If rule change request is accepted

If *REMC*o accepts a *rule change request* under rule 391(3) or rule 392(2), *REMC*o must:

- (a) *notify* the *proponent* that it has accepted the *rule change request*; and
- (b) within 20 *business days* after notification under rule 393(a), complete a *rule change outline* and, if *REMC*o considers that the rule change is likely to have a low or high impact, a draft *impact and implementation report*; and
- (c) provide the *rule change outline* and draft *impact and implementation report* (if there is one) to the *rule change committee*.

394. Initial assessment by rule change committee

- (1) Within 20 *business days* after it receives a *rule change outline* and draft *impact and implementation report* (if there is one) under rule 393(c), the *rule change committee* must meet to consider the related *rule change request*.
- (2) The *rule change committee* must:
 - (a) reject a *rule change request* if the *rule change committee* considers that the *proposed rule change*:
 - (i) is impractical to implement; or
 - (ii) is not cost effective for one or more of *REMC*o, *participants*, *pipeline operators* and *prescribed persons* (as applicable) to implement; or
 - (iii) would have an adverse effect on the retail gas market; or
 - (iv) would not comply with the *law*; or
 - (v) be otherwise inconsistent with the objectives in rule 386; and

- (b) within 5 days after rejecting a *rule change request*:
 - (i) *notify* the *proponent* and *REMC*o that it has rejected the *rule change request*; and
 - (ii) provide the reason why the *rule change request* was rejected.
- (3) If the *rule change committee* determines that the *rule change outline* and, if available, draft *impact and implementation report* does not contain sufficient information to determine the impact of the *proposed rule change*, the *rule change committee* may *notify REMC*o of the additional information it requires, in which case:
 - (a) within 10 *business days* after the notification, *REMC*o must provide the *rule change committee* with the information; and
 - (b) the *rule change committee* must meet again under rule 394(1).
- (4) The *rule change committee* must accept a *rule change request* if it is not rejected under rule 394(2).

395. Appeal to REMCo

- (1) Within 20 *business days* after notification under rule 394(2)(b), the *proponent* may appeal the *rule change committee's decision* by submitting to *REMC*o:
 - (a) a copy of the *proponent's original rule change request*; and
 - (b) a copy of the *rule change committee's notification* and reasons under rule 394(2)(b); and
 - (c) the reasons why the *proponent* disagrees with the *rule change committee's decision*.
- (2) *REMC*o may determine such procedures as are necessary to consider this appeal, but in any event must ensure that the appeal is considered and a decision reached whether or not to accept the *rule change request* within 20 *business days* of receipt of the appeal.

- (3) If *REMC*o determines under rule 395(2) that the *rule change committee* was correct to reject the *rule change request*, then *REMC*o must *notify* the *proponent* of the resolution.
- (4) If *REMC*o determines under rule 395(2) that the *rule change committee* should accept the *rule change request*, it must *notify*:
 - (a) the *proponent*; and
 - (b) the *rule change committee*,of the resolution.
- (5) Upon notification under rule 395(4)(b), the *rule change committee* must accept the *rule change request*.

396. If the rule change committee accepts the rule change request

- (1) If the *rule change committee* accepts a *rule change request* under rule 394(4) or 395(5), it must determine whether the *proposed rule change* is likely to have a non-substantial impact or a low impact on the affected parties under guidelines published by *REMC*o under rule 396(3) (if any).
- (2) Without limiting the *rule change committee*'s discretion under rule 396(1):
 - (a) a change to the rules that is being considered has a non-substantial impact if it has no effect on operations of *REMC*o, *participants*, *interested persons* or *prescribed persons* and merely corrects typographical errors, grammatical errors, cross-referencing errors or other similar trivial defects in the rules;
 - (b) a change to the rules that is being considered has a low impact if it:
 - (i) does not have a material impact on the information technology systems of *REMC*o, *participants*, *pipeline operators* or *prescribed persons*; or
 - (ii) does not materially alter consumer protection mechanisms under the rules; or

- (iii) does not have a material commercial impact on *REMCo, participants, pipeline operators or prescribed persons*; and
 - (c) a *rule change* that is being considered is classified as having a high impact if it is not classified as having a non-substantial impact or a low impact.
- (3) *REMCo* may publish guidelines from time to time for the *rule change committee* to use in determining the impact of a *proposed rule change*.

396A. Non-Substantial rule change

If the members of the *rule change committee* unanimously agree under rule 396(1) that the change to the rules that is being considered has a non-substantial impact, the *rule change committee* must recommend that *REMCo* submit the non-substantial rule change to the *approving body* where the approval to a rule change is required by law. *REMCo* will determine the format that the *rule change committee* must use for the recommendations.

397. Low impact rule change

If the members of the *rule change committee* unanimously determine under rule 396(1) that the change to the *rules* that is being considered is likely to have a low impact, the *rule change committee* must advise *REMCo* of that determination and submit an *impact and implementation report* to *REMCo* within 2 *business days* after making the determination.

398. High impact rule change

- (1) If the *rule change committee* determines under rule 396(1) that the change to the *rules* that is being considered would not have a non-substantial impact or a low impact, or if an objection made under rule 399A(4)(a) has specified that a rule change is high impact, it must *notify REMCo* of the determination and submit an *impact and implementation report* to *REMCo*.
- (2) After notification under rule 398(1) or rule 399A(4)(a), *REMCo* must:

- (a) *notify each participant, pipeline operator, prescribed person and interested person that:*
 - (i) *REMCo has received a rule change request containing a proposed rule change that the rule change committee has determined would not have a non-substantial or low impact; and*
 - (ii) *REMCo seeks submissions on the proposed rule change; and*
- (b) *provide each participant, pipeline operator, prescribed person and interested person with:*
 - (i) *the proposed rule change or a description of the proposed rule change; and*
 - (ii) *information as to where they can access an electronic copy of the rule change request and the impact and implementation report; and*
 - (iii) *instructions on how to make a submission on the proposed rule change to REMCo; and*
 - (iv) *the closing date for submissions, which must be at least 10 business days after notification under rule 398(1).*
- (3) *Each participant, pipeline operator, prescribed person and interested person may lodge a submission on the proposed rule change using the procedures notified under rule 398(2)(b)(iii).*
- (4) *Within 10 business days after the closing date notified under rule 398(2)(b)(iv), REMCo must provide the submissions received under rule 398(3) to the rule change committee.*
- (5) *Within 20 business days after receipt of the submissions under rule 398(4), the rule change committee must meet to consider the submissions.*
- (6) *Within 10 business days after considering the submissions under rule 398(5), the rule change committee must make a recommendation to REMCo.*

399. Consideration of recommended rule change by REMCo

- (1) As soon as practicable and in any event within 20 *business days* after receipt of a *recommended rule change* under rule 396A or rule 397 or rule 398(6), *REMCo* must consider the *recommended rule change* and determine whether to:
 - (a) endorse the *recommended rule change*; or
 - (b) reject the *recommended rule change*.
- (2) If a *recommended rule change* relates to rule 362A then *REMCo* must not endorse the *recommended rule change* under rule 399(1)(a) unless at least 80% of the votes cast at a meeting of the *REMCo* Board support the endorsement of the *recommended rule change*.
- (3) If *REMCo* decides to reject a *recommended rule change* under rule 399(1)(b), *REMCo* must *notify*:
 - (a) the proponent; and
 - (b) each person *who* lodged a submission under rule 398(3) (if applicable); and
 - (c) each *interested person*,that the *recommended rule change* has been rejected and provide the reason why the *recommended rule change* was rejected.

399A. REMCo endorses low impact rule change

- (1) If *REMCo* endorses a low impact *recommended rule change* under rule 399(1)(a), then within 5 *business days* after the decision, *REMCo* must:
 - (a) notify each *participant, pipeline operator, prescribed person* and *interested person* that:
 - (i) *REMCo* has received a *rule change request* containing a *proposed rule change* that the *rule change committee* has determined to have a low impact; and
 - (ii) *REMCo* seeks submissions on the low impact rule change; and

- (b) provide each *participant, pipeline operator, prescribed person* and *interested person* with:
 - (i) the *proposed rule change*; and
 - (ii) information as to where they can access an electronic copy of the *impact and implementation report*; and
 - (iii) instructions on how to make an objection on the low impact rule change to *REMCo*; and
 - (c) the date of the end of the objection period, which must be at least 10 *business days* after the notification under rule 399A(1)(a).
- (2) If a *participant, pipeline operator, prescribed person* or *interested person* wishes to object to a low impact rule change it must notify *REMCo* of its objection by the end of the objection period. A submission under this rule 399A(2) must include the reasons for the objection and specify whether the submitter considers the low impact rule change to be non-substantial, low impact or high impact and include reasons for this classification.
- (3) If by the end of the objection period *REMCo* has not received any objection under rule 399A(2), then the *rule change committee* must recommend to *REMCo* that it treat the rule change as a low impact rule change, and *REMCo* must treat that recommendation as if it were made under rule 396A.
- (4) If by the end of the objection period *REMCo* has received any objection under rule 399A(2), then *REMCo* must notify *participants, pipeline operators, prescribed persons* and *interested persons* of the objection and that:
- (a) if an objection made under rule 399A(2) has specified that the *recommended rule change* is considered to be high impact, the rule change will be subject to the high impact rule change process set out in rules 398 and 399; or
 - (b) if an objection made under rule 399A(2) has specified that the *recommended rule change* is considered non-substantial or low impact (and so long as there are no other objections that require the rule change to be made subject to the high impact rule change process in rules 398 and 399), *REMCo* will provide the objection to the *rule change committee* for it to consider.

- (5) As soon as practicable after receiving the objection information under rule 399A(4)(b), the *rule change committee* must determine:
 - (a) to recommend the rule change to *REMCo* for determination under rule 400A(1) despite the objection; or
 - (b) to abandon the rule change; or
 - (c) to recommend an *alternative amendment* having regard to the objections received under rule 399A(2).
- (6) If the *rule change committee* decides to abandon the rule change under rule 399A(5)(b), it must notify *REMCo* of its reasons. *REMCo* must then notify *participants*, *pipeline operators*, *prescribed persons* and *interested persons* that the rule change has been abandoned and the reasons for the abandonment.
- (7) If the *rule change committee* decides to recommend an *alternative amendment* under rule 399A(5)(c) then:
 - (a) if the *alternative amendment* does not differ materially from the *recommended rule change*, the *rule change committee* will complete a report, in a format determined by *REMCo* from time to time, recommending the rule change for approval by the *approving body* where the *approving body's* approval to a rule change is required by law; or
 - (b) if the *alternative amendment* differs materially from the *recommended rule change*, the *rule change committee* must advise *REMCo* and *REMCo* must treat that advice as if it were given under rule 397.

400. REMCo endorses high impact rule change

- (1) If *REMCo* endorses a high impact *recommended rule change* under rule 399(1)(a), then within 5 *business days* after the decision, *REMCo* must:
 - (a) *notify* each *participant*, *pipeline operator*, and *interested person* that *REMCo* has endorsed a *recommended rule change* and is seeking submissions on the *endorsed rule change*; and
 - (b) provide each *participant*, *pipeline operator*, *prescribed person* and *interested person* with the following information:

- (i) a brief description of the *endorsed rule change* and an explanation of the reasons for any material differences between the *proposed rule change* and the *endorsed rule change*; and
 - (ii) information as to where *they* can access an electronic copy of the *rule change request*, the *impact and implementation report*, and the *endorsed rule change*; and
 - (iii) instructions on how to make a submission on the *endorsed rule change* to *REMCo*; and
 - (iv) the closing date for submissions, which must be at least 20 *business days* after notification under rule 400(1)(a).
- (2) Each *participant*, *pipeline operator*, *prescribed person* and *interested person* may lodge a submission on the *endorsed rule change* using the procedures notified under rule 400(1)(b)(iii).
- (3) Within 10 *business days* after the closing date notified under rule 400(1)(b)(iv) or 400(5)(b)(iv), *REMCo* must provide the submissions received under rule 400(2) or 400(6) respectively to the *rule change committee*.
- (4) If the submissions provided under rule 400(3) contain an objection to the *endorsed rule change*, the *rule change committee* must either:
- (a) complete a *recommendation report*, in a format determined by *REMCo* from time to time, recommending the submission of the *endorsed rule change* for approval by the *approving body* where the *approving body's* approval to an *endorsed rule change* is required by *law*, despite the objection, and provide the report to *REMCo*; or
 - (b) amend the *endorsed rule change* to address the objection and either:
 - (i) if the amendment to the *endorsed rule change* is not material, provide *REMCo* with a *recommendation report*, in a format determined by *REMCo* from time to time, on the outline of the *alternative amendment* and how it differs from the *endorsed rule change*, and recommending the submission of the *alternative*

amendment for approval by the *approving body* where the *approving body's* approval to a rule change is required by law; or

- (ii) submit the *alternative amendment* to REMCo; or
- (c) abandon the *endorsed rule change* and notify:
 - (i) the *proponent*; and
 - (ii) each person who lodged a submission under rule 400(2); and
 - (iii) each *interested party*;

that the *endorsed rule change* has been abandoned and the reason why the *endorsed rule change* has been abandoned.

- (5) If REMCo receives an *alternative amendment* under rule 400(4)(b)(ii) or rule 400A(1)(b), then within 5 *business days* after the receipt of the *alternative amendment*, REMCo must:
 - (a) notify each *participant, pipeline operator, prescribed person* and *interested person* that REMCo has received an *alternative amendment* for an *endorsed rule change* and is seeking submissions on the *alternative amendment*; and
 - (b) provide each *participant, pipeline operator, prescribed person, and interested person* with the following information:
 - (i) the *alternative amendment* and an explanation of the reasons for any material differences between the *alternative amendment* and the *endorsed rule change*; and
 - (ii) information as to where they can access an electronic copy of the *rule change request, the impact and implementation report, and the endorsed rule change*; and
 - (iii) instructions on how to make a submission on the *alternative amendment* to REMCo; and

- (iv) the closing date for submissions, which must be at least 10 *business days* after notification under rule 400(5)(a).
- (6) Each *participant, pipeline operator, prescribed person* and *interested person* may lodge a submission on the *alternative amendment* using the procedures notified under rule 400(5)(b).
- (7) If the submissions provided under rule 400(3) does not contain an objection to the *endorsed rule change*, the *rule change committee* must:
 - (a) complete a report, in a format determined by *REMCo* from time to time, recommending the submission of the *endorsed rule change* for approval by the *approving body* where the *approving body's* approval to an *endorsed rule change* is required by *law*; and
 - (b) provide a copy of the report to *REMCo*.

400A. Submission for approval

- (1) *REMCo* may determine such procedures as are necessary to consider a report received under rule 396A, 400(4)(a), 400(4)(b)(i) or 400(7), but in any event must ensure that within 20 *business days* of receipt of the report that the report is considered and a decision reached whether to:
 - (a) submit the *endorsed rule change* for approval by the *approving body* where the *approving body's* approval to an *endorsed rule change* is required by *law*; or
 - (b) amend the *endorsed rule change* and endorse it for consultation under rule 400(5); or
 - (c) abandon the *endorsed rule change*.
- (2) If *REMCo* decides under rule 400A(1)(c) not to approve the *rule change committee's* recommendation, it must *notify*:
 - (a) the *proponent*; and
 - (b) each person who lodged a submission under rule 400(2); and
 - (c) each *interested party*,

that the *endorsed rule change* has been abandoned and the reason why the *endorsed rule change* has been abandoned.

- (3) If *REMC*o decides under rule 400A(1)(a) to submit the *endorsed rule change* for approval by the *approving body* where the *approving body's* approval to an *endorsed rule change* is required by law, *REMC*o must:
 - (a) *notify* each *participant, pipeline operator, prescribed person* and *interested person* that the *endorsed rule change* is being submitted to the *approving body* which *notice* must include the details of the *endorsed rule change*; and
 - (b) submit the *endorsed rule change* to the *approving body*.

401. Approval

- (1) Upon notification from the *approving body* that an *endorsed rule change* has been approved, *REMC*o must *notify* all *participants, pipeline operators, prescribed persons* and *interested persons*.
- (2) A rule change that has been approved by an *approving body* takes effect at a time specified by *REMC*o or the *approving body*.

402. Amendment of documents relating to the rules

- (1) *REMC*o must ensure that as a result of any *endorsed rule change* taking effect under rule 401(2) that any subsidiary document that relates to, or is affected by, the rules, is updated and amended accordingly and *REMC*o must *notify* all affected persons of any amendment made.
- (2) *REMC*o may determine such procedures and processes necessary to give effect to its obligation in rule 402(1).

Chapter 10 – General provisions

403. Other laws and instruments

- (1) Where these rules 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 *REMCo*, 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 rule 403(1), if there is any inconsistency between these rules 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 rule 7(1), each of *REMCo*, a *participant*, a *pipeline operator* and a *prescribed person* (as applicable) is excused from performing its obligations under these rules to the extent of the inconsistency.

404. Continuing performance

- (1) The provisions of these rules do not merge with any action performed or document executed by any party for the purposes of performance of these rules.
- (2) Any representation in these rules survives the execution of any document for the purposes of, and continues subsequent to, performance of these rules.
- (3) Any indemnity agreed by any party under these rules:
 - (a) constitutes a liability of that party separate and independent from any other liability of that party under these rules or any other agreement; and
 - (b) survives and continues subsequent to performance of these rules.

405. Waiver

Any failure by a party to these rules to exercise any right under

these rules 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 rules are cumulative and not exclusive of any rights provided by *law*.

407. Severability

Any provision of these rules which is invalid is invalid to that extent, without invalidating or affecting the remaining rules or the validity of that rule in any other *jurisdiction*.

Appendix 1 – Coding of gas zones and gate points

{Note: This Appendix 1 may be updated from time to time under rule 15.}

– Western Australia

Coding of gas zones

To minimise the number of data fields required in the *REMC*o 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 (~~farm tap sub-network~~);_i

03 = Muchea (~~farm tap sub-network~~);_i

04 = The Vines (~~uncovered sub-network~~);_i

[04 = Deleted](#)

05 = Ellenbrook;

06 = Metro North;

07 = Metro South;

08 = Barter Road, Naval Base;

09 = Rockingham;

10 = Pinjarra;

11 = Oakley Road (Pinjarra) ~~(farm tap sub-network)~~;

12 = Harvey;

13 = Kemerton ~~(farm tap sub-network)~~;

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 rule 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

- There is no Sub-appendix 1.2

Appendix 2 – Estimation and Verification Methodology

– Western Australia

Verification methodology for Basic Meters

There are two steps in the ATCO Gas Australia basic meter validation; Validation of the meter readers 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 V_{un} , P , T and calculating V_{cr} 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 V_{cr} 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 V_{cr} 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 V_{cr} 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 V_{cr} 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 V_{un} (volume uncorrected), V_{cr} (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 eg $V_{cr} > 0$ when $V_{un} = 0$. V_{cr} is calculated based on the hourly V_{un} , pressure and temperature and compared against the V_{cr} 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 V_{un} , V_{cr} , 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 latter 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.

$$\text{Mid Date} = \text{Start Date} + \frac{1}{2} (\text{Estimation Date} - \text{Start Date})$$

{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 meter read	Verified Estimation date
10 Jan 2002	28 Mar 2002	31 Dec 2002	31 Mar 2003
77 Days		90 Days	
Consumption 6000 MJ		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.

<i>Estimation Date</i>	<i>Most recent verified meter read date</i>	<i>Next most recent verified meter read</i>
<i>31 Mar 2003</i>	<i>31 Dec 2002</i>	<i>30 Sep 2002</i>

Therefore the same time 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:

<i>Same Time Last Period Meter Reading Interval</i>		<i>Meter Reading Interval to be Estimated</i>	
<i>Verified Start meter read</i>	<i>Verified End meter read</i>	<i>Previous Verified meter read</i>	<i>Estimation date</i>
<i>30 Sep 2002</i>	<i>31 Dec 2002</i>	<i>31 Dec 2002</i>	<i>31 Mar 2003</i>
<i>92 Days Consumption 5000 MH</i>		<i>90 Days Consumption?</i>	

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 (eg. 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, incl. 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

- There is no Sub-appendix 2.2

– REMCo’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, REMCo 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*, REMCo 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 rules, 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

eg. Char = 7

Step 3: Convert the character to its ASCII value

eg. ASCII_Char = 55

Step 4: Double the ASCII value if the character is the right most of the MIRN or an alternate

eg. ASCII_Char = 110

Double_This_Char = Not Double_This_Char

Step 5: Add the individual digits of the ASCII value to the Total

eg. 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 0. The *MIRN* and *MIRN checksums* are provided to assist participants in checking their implementation of the *MIRN checksum* algorithm.

<i>MIRN</i>	<i>MIRN checksum</i>	<i>MIRN</i>	<i>MIRN checksum</i>
5500000278	4	5600000278	2
5500003074	5	5600003074	3
5500008129	2	5600008129	0
5500012357	1	5600012357	9
5500023478	0	5600023478	8
5500047359	4	5600047359	2
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 Rules, 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 Rules.
- 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 Rules (“**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 Covenantant or by any person acting on its behalf, to the Covenantant, or to an employee, servant, director, adviser, consultant or agent of the Covenantant, 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 Covenantant, 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 Covenantant within 2 months after the end of the year to which the Audit relates, which contains the information and content as set out in rule 359 of the Retail Market Rules.
10. The Covenantor agrees to provide a copy of its Report to any *participant* or Interested Person nominated by the Covenantant.
11. The Covenantor acknowledges and agrees that the right, title, interest and intellectual property in the Report vests in the Covenantant.
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 Covenantant 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 Rules and in this Deed:

"Audited Person" means each of a *participant* or REMCo (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 Rules 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 REMCo 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 Covenantor for the purposes of an audit conducted under Part 7.2 of the Retail Market Rules.

"Report" means the report prepared by the Covenantor as a result of undertaking the purpose in accordance with this Deed.

"Retail Market Rules" means the market rules dated [insert date] as approved by the relevant *jurisdictions*.

- (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 rules, 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

$$\begin{aligned}\text{Total energy} &= 1.0989 * 39.81 * 200 \\ &= 8749.4418\end{aligned}$$

Rounded to 8749

Example 2 Total Energy Calculation:

PCF of 1.0989
HV of 41.89
Volume of 200

$$\begin{aligned}\text{Total energy} &= 1.0989 * 41.89 * 200 \\ &= 9206.5842\end{aligned}$$

Rounded to 9207

Example 3 Total Energy Calculation:

PCF of 1.0989
HV of 38.55
Volume 345 hundred cubic feet

$$\begin{aligned}\text{Total energy} &= 1.0989 * 38.55 * (345 * 2.832) \\ &= 41389.94982\end{aligned}$$

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) subject to clause 0, 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 to give it on the *customer's* behalf.

Small use customer's consent may be given orally

A small use customer's explicit informed consent may be given orally.

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 *REMC* within 10 *business days* after *REMC* requests it.

A record under clause 0 must:

- (h) be in a form capable of examination by *REMC* under rule 72(5) and of audit under rule 350;
- (i) include such information as enables *REMC* or the auditor to verify the *user's* compliance with rules 55A, 72(1), 72(4), 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. REMCo.

BACKGROUND

- A. REMCo and the *users* are participants in the gas retail market governed by the REMCo Market Rules (“rules”).
- B. Under the *rules*, *users* from time to time must acquire *swing service* for a *gate point*.
- C. Under the *rules*, REMCo 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 REMCo administers a *bid stack*.
- G. Under the *rules*, after applying the *bid stack* processes for a *gas day*, REMCo 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*:

"bid stack" means a bid stack operated by *REMC*o under the *rules*.

"business day" has the meaning given to it in the *rules*.

"contract note" means a notice given to the *SSP* and the *user* by *REMC*o under rule 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 *rules* and is also defined as the *contracted charge*.

"gas day" has the meaning given it in the *rules*.

"gate point" has the meaning given to it in the *rules*.

"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 *rules*.

“market tasks” means the tasks performed by *REMC*o under the *rules*, referred to in clause 6.2.

“MCP(ANUSA)” has the meaning given to it in the *rules*.

“MCP(TSS(BS))” has the meaning given to it in the *rules*.

“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 rule 3(2)(i); and
- (b) a *gate point*, means that the *user* is a *user* for the *sub-network*, as set out in rule 3(2)(i), for the *sub-network* for the *gate point* as set out in rule 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.

“related body corporate” has the meaning given to it in the *rules*.

“REMCo” has the meaning given to it in the *rules*.

“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.

“rules” means (in accordance with clause 3.3) the *REMCo* Market Rules as in force from time to time, and a reference to **“rule”** followed by a number is a reference to the rule so numbered in the *rules* as at the date of this deed (as the rule is amended, substituted and renumbered from time to time).

“service period” means the period beginning on the *gas day* (*gas day D*) specified in the *contract note* under rule 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 *rules*.

“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 *REMC*o under the *rules*.
- (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 *REMC*o operates a *bid stack*, and
- (b) for each *sub-network*, the participating users.

3. THE RULES, THIS DEED AND A SWING SERVICE CONTRACT

3.1 Rules govern process

The *rules* establish the terms on which:

- (a) the *SSP* may bid into the *bid stack*; and
- (b) *REMC*o will assess the validity of *bids*, administer the *bid stack* and undertake *swing service* calculations and allocations; and
- (c) *REMC*o will issue a contract note,

and to the extent necessary to achieve this result the relevant *rules* 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 rules

- (a) For the purposes of this deed the *rules* which apply are the *rules* as amended from time to time (including after the date of this deed) under:
 - (i) the *rules* (as amended from time to time); and
 - (ii) the *REMC*o Constitution (as amended from time to time); and
 - (iii) applicable *laws*.
- (b) Whenever the rules 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 rules, 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) *REMC*o 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 *REMC*o has complied with rule 16(5) in respect of that amendment. Such variation will have effect from the date notified to the *SSP* by *REMC*o.

- (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 *rules*.
- (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 *REMC*o 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 *REMC*o as a *user*, *REMC*o 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 *REMC*o gives the *SSP* an *admission note*, then:
 - (i) if at any time thereafter the *SSP* lodges a bid with *REMC*o, 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 *REMC*o 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 rule 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) *REMC*o 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. REMCo

6.1 SSP must deal only with REMCo

- (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 *REMC*o on the *users'* behalf, and not directly to the *users*.
- (b) Clause 6.1(a) does not apply if due to the insolvency of *REMC*o 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 *REMC*o the *users*.

6.2 Market tasks

- (a) *REMC*o will perform all tasks ("**market tasks**") specified for it under the *rules* 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*, *REMCo* will in accordance with the *rules* give the *SSP* and a *user* a *contract note*.

6.3 REMCo acts as independent expert in issuing contract note

REMCo 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, *REMCo* is the *users'* agent in respect of the following matters:
- (i) a *notice* given by the *SSP* to *REMCo* 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 *REMCo* 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 REMCo's agency

Nothing in this deed, including the giving of a *contract note* or an *admission note*, makes *REMCo* 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 REMCo's Liability

- (a) Other than in respect of *REMCo's* wilful misconduct or fraud, *REMCo* 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 *REMCo's* negligence) is *REMCo* 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 *REMCo* 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 *REMCo* 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 *REMCo* an employee, joint venturer or partner of the *SSP*, the *users* or a *user*.

6.8 No remuneration

REMCo 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 *rules* 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 *REMC* 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 rule 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 member for a GST group of which the supplier is a member,

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 member for a GST group of which the other person is a member, 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 *REMC* determines under rule 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 rule 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 (acting 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 rule 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) Rules 376 to 377 apply as terms of this deed and a *swing service contract* with appropriate modifications, including by replacing each reference to “these rules” with, as appropriate:
 - (a) a reference to “this deed or a *swing service contract*”; or
 - (b) a reference to “this *swing service contract*”.
- (2) Rule 377A applies as a term of this deed and a *swing service contract* with appropriate modifications, including by replacing each reference to “these rules” with, as appropriate:
 - (a) a reference to “the rules, this deed or a *swing service contract*”; or
 - (b) a reference to “the rules 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 contracts* (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 rules.

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 in any *jurisdiction* is invalid in that *jurisdiction* to that extent, without invalidating or

affecting the remaining provisions of this deed or the validity of that provision in any other *jurisdiction*.

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 rules) 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, eg. 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 rule 285(2):
- (b) the *REMC*o bid stack for each *designated gate point* is deemed to include a *standing SSPOLR 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 rules 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 REMCo Market Rules and is a *user* in the *sub-network*.
- B. The *shipper* (the “**shipper**”) gave REMCo a *listing request* (the “**listing request**”) under rule 173(2)(a) in respect of the *user* and a *sub-network* (the “**sub-network**”), which under rule 193A(1)(a) was an offer from the *shipper* to the *user* to enter into this agreement.
- C. The *user* subsequently gave REMCo an *allocation instruction* under Part 5.3 of the rules in respect of the *sub-network* which listed the *shipper*, which under rule 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 rule 192(2), REMCo may give a notice (“**rule 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 *rule 192(2) notice*.
- E. If REMCo gives a *rule 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 *rule 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 rules of interpretation set out in the *rules* 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:

“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 *rules*.

“gate point” has the meaning given to it in the *rules*.

“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.

“REMCo” has the meaning given to it in the *rules*.

“rules” means the *REMCo* Market Rules as in force on the *contracted day*, and a reference to **“rule”** followed by a number is a reference to the rule so numbered in the *rules* as at the *contracted day* (as the rule 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 rules, 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 RULES, THIS AGREEMENT AND A DEEMED CONTRACT

4.1 Rules govern process

- (a) The *rules* establish the terms on which *REMC*o:
- (b) may undertake calculations and allocations of gas quantities for a *gas day* under Chapter 5 of the rules ("**market tasks**"); and
- (c) may issue a rule 192(2) notice,
- (d) and to the extent necessary to achieve this result the relevant *rules* 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 rules

- (a) For the purposes of this agreement the *rules* which apply are the *rules* as amended from time to time (including after the date of this agreement) under:
 - (i) the *rules* (as amended from time to time); and
 - (ii) the *REMC*o Constitution (as amended from time to time); and
 - (iii) applicable *laws*.

- (b) Whenever the rules 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 rules, 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 *rules*.
- (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, rule 377B.
- (b) Neither the *shipper* nor the *user* may terminate this agreement before the *exit day*.

6. REMCo

6.1 REMCo acts as independent expert in issuing agreement note

- (a) *REMCo* performs the *market tasks* and issues a *rule 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, *REMCo* is the *user's* agent in respect of the following matters:

- (b) providing a copy of the amended *rules* under clause 0; and
- (c) giving a notice of variation under rule 4.4.

6.3 Limitations on REMCo's agency

Nothing in this agreement, including the giving of a *rule 192(2) notice*, makes *REMCo* an agent of the *shipper* or the *user* in respect of:

- (a) the giving of a *rule 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 REMCo's Liability

- (a) Other than in respect of *REMCo's* wilful misconduct or fraud, *REMCo* 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 *REMCo's* negligence) is *REMCo* 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 *REMCo* 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 *REMCo* in the course of discharging, or not discharging, its obligations under this agreement.

6.5 No partnership etc.

- (a) Nothing in this agreement, a *rule 192(2) notice* or a *deemed contract* makes *REMCo* an employee, joint venturer or partner of the *shipper* or the *user*.

6.6 No remuneration

- (a) *REMC*o 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 rules applies as a term of this agreement.

7. THE DEEMED CONTRACT

7.1 Rule 192(2) notice creates deemed contract

- (a) A *rule 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 *rule 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 *REMC*o issuing another *rule 192(2) notice* in respect of a subsequent *gas day*.

7.3 Rule 192(2) notice is conclusive proof

- (a) Unless *REMC*o issues a revised *rule 192(2) notice*, the contents of a *rule 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 rule 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 member for a GST group of which the supplier is a member,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 member for a GST group of which the other person is a member, 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) Rules 376 to 377 apply as terms of this agreement and a *deemed contract* with appropriate modifications, including by replacing each reference to “these rules” with, as appropriate:
 - (c) a reference to “this agreement or a *deemed contract*”; or
 - (d) a reference to “this *deemed contract*”.
- (3) Rule 377A applies as a term of this agreement and a *deemed contract* with appropriate modifications, including by replacing each reference to “these rules” with, as appropriate:
 - (a) a reference to “the rules, this agreement or a *deemed contract*”; or
 - (b) a reference to “the rules 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 contracts* (including any *deemed contract* arising from a *rule 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 rules.

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 in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this agreement or the validity of that provision in any other jurisdiction.

Appendix 10 – Swing Service Causation Compensation Terms

The following provisions govern the payment of a swing service causation compensation payment determined under rule 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 rules of interpretation set out in the *rules* 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 *rules*.

“gate point” has the meaning given to it in the *rules*.

“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 *REMC*o gives a notice under rule 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.

"**REMC**o" has the meaning given to it in the *rules*.

"**rules**" means the *REMC*o Market Rules as in force on the *notification day*, and a reference to "**rule**" followed by a number

is a reference to the rule so numbered in the *rules* as at the *notification day* (as the rule 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 rule 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 rules, the fact that italic typeface has or has not been applied to a word or expression is to be disregarded.

2. REMCo

2.1 REMCo acts as independent expert in issuing agreement note

REMCo acts under this Appendix 10 and under rule 300A as an independent expert, and not as agent for the *compensating person* or the *recipient user*.

2.2 REMCo's Liability

- (a) Other than in respect of *REMCo's* wilful misconduct or fraud, *REMCo* 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 0, in no circumstances (including *REMCo's* negligence) is *REMCo* 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 *REMCo* 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 *REMCo* 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 rule 300A makes *REMCo* an employee, joint venturer or partner of the *compensating person* or the *recipient user*.

2.4 No remuneration

REMCo 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 *REMCo* made the determination under rule 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 rule 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 member for a GST group of which the supplier is a member,

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 member for a GST group of which the other person is a member, 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.

Appendix 11 – There is no Appendix 11

Appendix 12– There is no Appendix 12