

Haulage Agreement – Demand Customer Services

Dated: day of 2016

Parties

1. **Allgas Energy Pty Ltd** ABN 52 009 656 446 (**Allgas**)
2. **[insert entity name]** ABN **XXXX** (**User**)

Background

- A. Allgas and the User are parties to the Instrument of Agreement.
- B. The User wishes to supply gas at the New Delivery Point to a Demand Customer, which requires Allgas to invest in new Network Facilities.
- C. The User will pay \$**XXXXX** (excluding GST) as an initial up-front payment towards the New Network Facilities.
- D. Allgas is prepared to recover the balance of its investment in the New Network Facilities by way of the User agreeing to the payment of certain Charges for Demand Customer Services to the New Delivery Point irrespective of the quantities of Natural Gas actually delivered during the Capital Recovery Period, subject to this Agreement.

1. Definitions and interpretation

1.1 Definitions

These definitions apply unless the context requires otherwise:

Business Day means a day that is not a Saturday, Sunday or public holiday in Brisbane.

Capital Recovery Period means the period of **x** (**[insert in words]**) years from the Commencement Date.

Commencement Date means the day after the network infrastructure is commissioned, which date will be advised in writing by Allgas.

Instrument of Agreement means the agreement between Allgas Energy Pty Limited and the User dated **XXXX**, governing the User's use of the Network, as extended or replaced.

National Gas Law means the National Gas Law under the *National Gas (Queensland) Act 2008* (Qld).

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

New Network Facilities means all the infrastructure and equipment for the provision of the Demand Customer Services to the New Delivery Point under the Instrument of Agreement in accordance with the specifications set out in Schedule 1 of this Agreement.

New Delivery Point means the Delivery Point to be located on the Network at **XXXX** which at the date of this Agreement is not commissioned.

Notice has the meaning set out in clause 4.

Terms and Conditions means the Indicative Terms & Conditions of Access to the Allgas Gas Network as published on

Allgas' website and in accordance with section 36 of the National Gas Rules.

1.2 Regulatory definitions

Subject to clause 1.1, terms used in this Agreement that are defined in the following laws and instruments have the same meaning in this Agreement unless the context requires otherwise.

- (a) Terms and Conditions;
- (b) National Gas Law;
- (c) National Gas Rules;
- (d) *Gas Supply Act 2003 (Qld)*; and
- (e) Instrument of Agreement.

1.3 Interpretation

These rules of interpretation apply unless the context requires otherwise.

- (a) the singular includes the plural, and the converse also applies.
- (b) a gender includes all genders.
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) a reference to a clause, schedule or annexure is a reference to a clause of or a schedule or annexure to this Agreement.
- (f) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document.

- (g) a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.
- (h) a reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) an agreement representation or warranty in favour of two or more people is for the benefit of them jointly and each of them individually.
- (k) a reference to dollars and \$ is to Australian currency.
- (l) mentioning anything after "includes", "including", "for example" or similar expressions does not limit what else might be included.
- (m) a reference to time is to the time in Brisbane, Australia.
- (n) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

1.4 Headings

Headings are for convenience of reference only and do not affect interpretation.

1.5 Business Day

If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, that act,

matter or thing must be done on or by the next Business Day.

2. New Network Facilities

- (a) Allgas must procure, construct, install and commission the New Network Facilities.
- (b) Allgas must use its best endeavours to ensure that the New Network Facilities are commissioned as soon as reasonably possible.
- (c) The proposed planning and construction time for the New Network Facilities of X weeks is indicative only. Allgas is not responsible for any delay to this indicative time arising from any cause whatsoever.

3. Recovery of investment

3.1 Application

This clause 3 applies despite anything to the contrary in the Instrument of Agreement.

3.2 Charges

Subject to clause 3.3, the Charges payable for the Demand Customer Services provided by Allgas to the New Delivery Point are as published on Allgas' website.

3.3 Capital Recovery Period

During the Capital Recovery Period, the minimum amount payable by the User to Allgas in respect of the Demand Customer Services to the New Delivery Point is the applicable Charge as set out on Allgas' website, irrespective of the quantity of Natural Gas actually delivered by or for the account of the User to the New Delivery Point.

3.4 Other

- (a) Without limiting paragraph 3.3, the User must pay the Monthly Charge even if:
 - (i) the User does not have an agreement with an End User in respect of the delivery of Natural Gas to the New Delivery Point or even if any such agreement ends;
 - (ii) the Instrument of Agreement ends;
 - (iii) the User transfers, assigns or otherwise deals with the Instrument of Agreement or any rights under it;
 - (iv) Allgas disconnects an End User at the New Delivery Point as permitted by law, the Instrument of Agreement or the Terms and Conditions;
 - (v) the failure to deliver Natural Gas is the fault of Allgas (other than Allgas's wilful default or where due to the negligent act or omission of Allgas);
 - (vi) supply is curtailed or otherwise interrupted under the Instrument of Agreement; or
 - (vii) a Force Majeure Event occurs.
- (b) Subject to paragraph 3.4(c), if another person enters into an agreement with Allgas for the delivery of Natural Gas through the New Delivery Point during the Capital Recovery Period then the Charges otherwise payable by the User under this clause 3.3 are reduced by the amount received by Allgas from the third party in respect of deliveries of Natural Gas to or for the account of the third

party to the New Delivery Point in the relevant billing period.

- (c) Nothing in paragraph 3.4(b) obliges Allgas to enter into any agreement, or an agreement on any particular terms, with third parties.

4. Notices

A notice, demand, consent or other communication (**Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or email address in Schedule 1 of this Agreement, or the address or email address last notified by the intended recipient to the sender after the date of this Agreement; and
- (c) is duly served, given or made when delivered, received or left at the address referred to in paragraph (b). If delivery occurs on a day which is not a business day in the place to which the Notice is sent or is later than 4 pm at that place, the Notice is taken to be duly served, given or made at the commencement of business on the next business day in that place.

5. Precedence

This Agreement prevails over the Instrument of Agreement to the extent of any inconsistency.

6. General

6.1 Costs

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

6.2 Entire agreement

This Agreement:

- (a) contains the entire agreement between the parties with respect to its subject matter as at the date of this Agreement;
- (b) sets out the only conduct relied on by the parties; and
- (c) supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

6.3 Amendment

This Agreement may be amended only by another agreement executed by all parties.

6.4 Assignment

- (a) The rights and obligations of the User under this Agreement are personal and must not be assigned, transferred, encumbered or otherwise dealt with without the prior written consent of Allgas.
- (b) Allgas may assign its rights under this Agreement.

6.5 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

6.6 Waiver

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right given to that party under this Agreement does not operate as a waiver of that power or right, nor does any single exercise of the power or right

preclude any other exercise of it or the exercise of any other power or right under this Agreement. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

6.7 Further assurance

Each party must do everything (including executing agreements and documents) necessary or reasonably required by any other party to give full effect to this Agreement and the transactions contemplated by it.

6.8 Other rights preserved

Except as otherwise expressly provided in this Agreement, the rights, powers and remedies under this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.

6.9 Governing law and jurisdiction

- (a) The laws of the State of Queensland govern this Agreement.

- (b) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them for determining any dispute concerning this Agreement.

- (c) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on a party by being delivered to that party in accordance with clause 4.

6.10 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.



Executed as an Agreement

Signed by [insert User name] ABN XXXX by its
Authorised Representative in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Signed by **Allgas Energy Pty Ltd**
(ABN 52 009 656 446) by its Authorised
Representative in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Signature of Authorised Representative

Name of Authorised Representative (BLOCK
LETTERS)

Office Held (BLOCK LETTERS)

Signature of Authorised Representative

Name of Authorised Representative (BLOCK
LETTERS)

Office Held (BLOCK LETTERS)

Schedule 1

Table 1: Key Parameters of New Delivery Point

#	Parameter	Specification
1	Maximum Hourly Quantity (MHQ)	XX GJ per hour
2	Maximum Daily Quantity (MDQ)	XX GJ per day
3	Annual Contract Quantity (ACQ)	XX TJ per annum
4	Outlet Pressure	XXXkPa
5	Receipt Point	XX
6	Tariff Zone	XX

Table 2: Notice Details for both User and Allgas

	User	Allgas
Name		
Position		
Address		
Phone		
Email		