

ALTERNATE DELIVERY POINT AGREEMENT

Version 1.0 – April 2016

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Date:

Between

[Party name and ABN] of [address] (“**Seller**”); and

[Party name and ABN] of [address] (“**Buyer**”).

Background

- A The Seller and the Buyer are required to respectively deliver and accept gas at the Transaction Delivery Point pursuant to a Transaction formed on the Exchange or, where Delivery Netting applies, pursuant to a Delivery Schedule determined by the Operator.
- B The Seller and the Buyer have agreed that for the purpose of the Gas Supply Hub Exchange Agreement, they will meet their respective delivery obligations by making available and accepting gas at the delivery point specified in this agreement instead of the Delivery Point under the Transaction or the Delivery Schedule (as applicable).

In consideration of the mutual covenants, conditions, and promises contained in this agreement, the parties agree as follows

1 Definitions and interpretation

1.1 Definitions

In this agreement:

- (a) ***Delivery Quantity*** means:
- (i) where Delivery Netting applies, the quantity of gas to be delivered and received as specified in the Delivery Schedule; and
 - (ii) otherwise, the Transaction Quantity under the Transaction.

- (b) **Delivery Schedule** means, where Delivery Netting applies, the delivery schedule determined by the Operator under clause 14.7 of the Gas Supply Hub Exchange Agreement, as specified in the annexure to this agreement.
- (c) **Gas Supply Hub Exchange Agreement** means the version of the gas supply hub agreement as at the date of the Transaction made by the Operator under the National Gas Rules which sets out or provides for the terms of participation in the Exchange and transactions entered into through the Exchange;
- (d) **Exchange** means the electronic exchange established and operated by the Operator for the purposes of the gas supply hub, participation in which is governed by the Gas Supply Hub Exchange Agreement;
- (e) **Actual Delivery Point** means the point at which physical delivery and acceptance of gas the subject of the Transaction or, where Delivery Netting applies, the Delivery Schedule, will actually take place, as specified in the annexure to this agreement;
- (f) **National Gas Law** means the National Gas Law as set out in the Schedule to the *National Gas (South Australia) Act 2008 (SA)*;
- (g) **National Gas Rules** has the same meaning as in the National Gas Law;
- (h) **Transaction Delivery Point** means the point for physical delivery and acceptance of gas under the Transaction or, where Delivery Netting applies, the point in the Delivery Schedule, as specified in the annexure to this agreement;
- (i) **Special Conditions** means the special conditions, if any, in the annexure to this agreement;
- (j) **Transaction** means the Transaction between the Seller and the Buyer formed on the Exchange, as specified in the annexure to this agreement, the terms of which are determined by reference to the rules in clause 13 of the Gas Supply Hub Exchange Agreement; and
- (k) other capitalised words and phrases have the meaning given to them in the Gas Supply Hub Exchange Agreement.

1.2 Interpretation

The rules of interpretation in the Gas Supply Hub Exchange Agreement also apply to this agreement in the same manner as if those rules were included in this agreement.

2 Actual Delivery Point

The Seller and the Buyer have agreed that for the purpose of the Transaction or Delivery Schedule (as applicable):

- (a) each party's obligations in clause 14 of the Gas Supply Hub Exchange Agreement to deliver, make available and accept delivery of the Delivery Quantity at the Transaction Delivery Point will be met by delivering, making

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available and accepting (as applicable) the Delivery Quantity at the Actual Delivery Point;

- (b) the other obligations under clause 14 of the Gas Supply Exchange Agreement related to delivery and accepting gas (such as submission of accurate nominations, procuring the measurement of quantities of gas) will be met by performing those obligations in relation to the Actual Delivery Point;
- (c) the quantities of gas delivered and accepted will be determined in accordance with the conditions for allocation at the Actual Delivery Point;
- (d) gas delivered must be delivered within the pressure range specified in the annexure for the Actual Delivery Point;
- (e) gas delivered must meet any additional gas quality specifications specified for the Actual Delivery Point in the annexure; and
- (f) the delivery obligation in clause 25.2(b)(iii) of the Gas Supply Hub Exchange Agreement will apply to the delivery or acceptance of a quantity of gas at the Actual Delivery Point.

3 Transfer of title and risk

As between the Buyer and the Seller and for the purposes of this agreement, title to, risk in and control of all gas delivered in accordance with this agreement passes to the Buyer that accepted delivery of that gas when that gas passes the Actual Delivery Point.

4 Warranties

- (a) The Seller represents and warrants for the purposes of this agreement that:
 - (i) it has all necessary rights under agreements with the Gas Transporter at the Actual Delivery Point to deliver the Delivery Quantity;
 - (ii) all gas made available for delivery will, when made available for delivery at the Actual Delivery Point, be free from all liens, charges, encumbrances and adverse claims; and
 - (iii) it will ensure that title to all gas that it makes available for delivery will transfer to the Buyer on delivery at the Actual Delivery Point.
- (b) The Buyer represents and warrants for the purposes of this agreement that it has all necessary rights under agreements with the Gas Transporter at the Actual Delivery Point to accept the Delivery Quantity.

5 Affirmation

- (a) Nothing in this agreement varies the terms of the Transaction for the purposes of the Gas Supply Hub Exchange Agreement, which continue in full force and effect.

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- (b) For the avoidance of doubt, the Seller and Buyer each irrevocably agrees to accept performance by the other of its obligations under clauses 2, 3 and 4 in respect of the Actual Delivery Point in lieu of performance of the equivalent obligation under the Transaction or the Delivery Schedule (as applicable) in respect of the Transaction Delivery Point.
- (c) The Seller and the Buyer release each other and will not be entitled to enforce rights or make a claim under the Gas Supply Hub Exchange Agreement against the other party in relation to:
 - (i) any obligation to deliver, make available or accept delivery of gas at the Transaction Delivery Point or related obligations to the extent that the other party has complied with clause 2 in respect of the Transaction or Delivery Schedule; and
 - (ii) breach of warranty in respect of the Transaction or Delivery Schedule (as applicable) to the extent that the warranties in clause 4 are true and correct.

6 Other matters

- (a) This agreement is governed by and shall be construed in accordance with the laws of Queensland.
- (b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland in connection with matters concerning this agreement, the Exchange Agreement and Transactions.
- (c) This agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each counterpart when executed and delivered constitutes an original. All counterparts together constitute one and the same instrument.
- (d) Each party must bear its own costs arising out of the negotiation, preparation and execution of this agreement.

EXECUTED as an agreement

Alternate Delivery Point Agreement

SIGNED by [NAME OF
SIGNATORY] as authorised
representative for [NAME OF
SELLER] in the presence of:

)
)
)
)

By executing this agreement the
signatory warrants that the signatory is
duly authorised to execute this
agreement on behalf of [NAME OF
SELLER]

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness
(BLOCK LETTERS)

.....
Name of Authorised Representative
(BLOCK LETTERS)

SIGNED by [NAME OF
SIGNATORY] as authorised
representative for [NAME OF
BUYER] in the presence of:

)
)
)
)

By executing this agreement the
signatory warrants that the signatory is
duly authorised to execute this
agreement on behalf of [NAME OF
BUYER]

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
of Witness
(BLOCK LETTERS)

.....
Name of Authorised Representative
(BLOCK LETTERS)

Annexure

1 Transaction

1.1 Trade ID

[Where Delivery Netting does not apply - Insert Trade ID from Trade Confirmation]

1.2 Netting Transaction ID

[Where Delivery Netting applies - Insert Netting Transaction ID from Delivery Obligation]

1.3 Product Trading Location (tick)

RBP

QGP

SWQP

2 Delivery Point Details

2.1 Transaction Delivery Point (tick)

RBP	QGP	SWQP
<input type="checkbox"/> Run 3	<input type="checkbox"/> Run 3	<input type="checkbox"/> Fairview
<input type="checkbox"/> Run 4	<input type="checkbox"/> Run 10	<input type="checkbox"/> Wallumbilla Notional Point
<input type="checkbox"/> Run 7		<input type="checkbox"/> SWQP In Pipe Trade Point
<input type="checkbox"/> RBP in Pipe Trade Point		

2.2 Actual Delivery Point

[Insert Alternate Delivery Point from appendix]

2.3 Pressure ranges

[Insert pressure ranges for Actual Delivery Point]

If this section is left blank, the pressure range for the Actual Delivery Point is taken to be that specified by the facility operator of the receipt facility.

2.4 Gas Specifications: *[Insert gas specification for Actual Delivery Point]*

If this section is left blank, the pressure range for the Actual Delivery Point is taken to be Australian Standard AS 4564-2005.

3 Special Conditions:

Insert any Special Conditions applicable to this agreement.

Appendix – Alternate Delivery Points

Roma to Brisbane Pipeline

- Windibri Receipt Point
- Peat Receipt Point (aka Woodroyd or Arubial)
- Scotia Receipt Point
- Kogan North Receipt Point
- Condamine Receipt Point
- Argyle Receipt Point
- RBP Delivery Point (Run 3 Western haul)
- Oakey Power Station Delivery point

South West Queensland Pipeline

- CRWP Delivery Point (WCS2)
- GLNG Delivery Point
- QGP Notional Receipt Point
- RBP Delivery Point
- BWP Delivery Point (from Wallumbilla to BWP) Meter
- DDPL Receipt Point
- Fairview Entry Meter Receipt Point
- BWP Receipt Point (from BWP to Wallumbilla) Spring Gully Receipt Point
- QGP Delivery Point
- Cheepie