

# Instrument of Agreement

## Allgas' Queensland Network & [insert user name]

### Date

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This Agreement made between the Parties and is dated on the date it is signed by the last party to do so.

### Parties

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<b>Allgas</b>	<b>ALLGAS ENERGY PTY LIMITED</b>
<i>ABN</i>	ABN 52 009 656 446
<i>Address for service</i>	Level 19, HSBC Building, 580 George Street, Sydney, NSW, 2000
<i>APA's Representative</i>	Manager, Networks Commercial
<i>Email</i>	[insert]
<b>User</b>	<b>[insert user name]</b>
<i>ACN/ABN</i>	[insert ACN/ABM]
<i>Address for service</i>	[insert address]
<i>User's Representative</i>	[insert]
<i>Email</i>	[insert]

### Recitals

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- A Allgas owns and operates the Network.
- B The User wishes to sell gas to End Users that are or will be connected to the Network.
- C Allgas and the User agree that the terms of their relationship regarding the User's use of the Network will be governed by this Agreement

## Signing pages

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### **EXECUTED** as an agreement

Executed in accordance with section 127  
of the *Corporations Act 2001* (Cth) by  
**Allgas Energy Pty Limited (ABN 52  
009 656 446)**:

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Director Signature

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Director/Secretary Signature

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Print Name (BLOCK LETTERS)

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Print Name (BLOCK LETTERS)

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Date

Executed in accordance with section 127  
of the *Corporations Act 2001* (Cth) by  
[insert User entity]:

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Director Signature

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Director/Secretary Signature

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Print Name (BLOCK LETTERS)

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Print Name (BLOCK LETTERS)

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Date

## 1. The Agreement

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### 1.1 Documents comprising the Agreement

The Agreement is constituted by:

- (a) this Instrument of Agreement (including any schedules to it); and
- (b) the Terms and Conditions.

### 1.2 Interpretation

In this Instrument of Agreement, unless the context otherwise requires:

- (a) **Contact Details** means the table of contact details set out in Schedule 2 to this Instrument of Agreement;
- (b) **Special Conditions** means the special conditions set out in Schedule 1 to this Instrument of Agreement;
- (c) **Terms and Conditions** means the Indicative Terms & Conditions of Access to the Allgas Gas Network published by Allgas in accordance with *National Gas Rules 2009* s36.
- (d) any other terms used in this Instrument of Agreement which are defined in:
  - (i) the Terms and Conditions;
  - (ii) the National Gas (Queensland) Law;
  - (iii) the *National Gas Rules 2009*; or
  - (iv) the *Gas Supply Act 2003* (Qld),

have the meanings given to them by those respective instruments;

- (e) a reference to any legislation or regulatory instrument includes any consolidations, modifications (statutory or otherwise) or re-enactment of, or any regulatory provision substituted for, that legislation or regulatory instrument; and
- (f) a reference to any party to this Agreement includes that party's successors and permitted assignees.

### 1.3 Instrument of Agreement to take precedence

To the extent that there is any conflict or inconsistency between:

- (a) the terms of this Instrument of Agreement (including any schedules to it); and
- (b) the terms of the Terms and Conditions (including any appendices to it),

the terms of this Instrument of Agreement will take precedence to the extent of the conflict or inconsistency.

#### 1.4 Compliance with agreements and laws

Allgas and the User must comply with the terms of:

- (a) this Agreement;
- (b) the National Gas (Queensland) Law;
- (c) the *National Gas Rules*;
- (d) the *Gas Supply Act 2003* (Qld);
- (e) the *Petroleum and Gas (Production and Safety) Act 2004* (Qld); and
- (f) the Retail Market Procedures

to the extent that they are applicable to the activities of the parties under the Agreement (**'Legal Requirements'**).

## 2. Term

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This Agreement commences on [insert date] and will continue until [insert date] unless:

- (a) terminated earlier in accordance with this Agreement; or
- (b) the parties agree in writing to another date.

## 3. Services

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- (a) The Services to be provided by Allgas to the User are described in Schedule 1. Allgas may discontinue a Service by notice in writing to the User.
- (b) For the purposes of this Agreement, the definition of 'Charges' under the Terms and Conditions is extended to include the amounts payable for the Services calculated in accordance with the Special Conditions.
- (c) The Charges for the Services are as published on Allgas' website and may be amended by Allgas from time to time by one (1) month's notice in writing to the User.
- (d) Allgas agrees to provide the Services to the User in consideration of the User paying the amounts payable to Allgas under the Agreement, including all Charges payable by the User to Allgas in accordance with the Terms and Conditions
- (e) Allgas will advise User of the delivery pressure at each Receipt Point from time to time and User must comply with such delivery pressure.

## 4. Connection

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### 4.1 Request by End User

If a User notifies Allgas of a request for a connection by an End User, the User must give to Allgas all the information that Allgas reasonably requires to deal with that connection request.

### 4.2 Allgas to connect

Upon receipt of the information from the User under clause 4.1:

- (a) where the supply point exists at the customer premises, Allgas must connect the premises within the required period provided for in the relevant Legal Requirements; or
- (b) otherwise, Allgas must:
  - (i) investigate the feasibility of connecting the relevant End User in accordance with Allgas' policies and procedures as determined from time to time; and
  - (ii) subject to its rights and obligations at law and under the Terms and Conditions, connect that End User in accordance with Allgas' policies and procedures as determined from time to time.

## 5. Disconnection

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### 5.1 Disconnection at the User's request

- (a) Subject to any rights or obligation that Allgas may have at law, if the User requests Allgas to disconnect an End User from the Network, Allgas must use its best endeavours to disconnect/deactivate that End User from the Network before the end of the first Business Day after the date on which Allgas receives the User's disconnection request in accordance with all Legal Requirements.
- (b) Allgas must notify the User when the disconnection of the End User in accordance with sub-paragraph (a) occurs.

### 5.2 Indemnity

The User agrees to indemnify Allgas from and against all claims, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Allgas) (collectively called "**Claims**") that Allgas may sustain or incur as a result, whether directly or indirectly, of Allgas disconnecting an End User pursuant to clause 5.1, except to the extent that any Claim has arisen directly due to a negligent act or omission on the part of Allgas.

## 6. Reconnection

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- (a) Allgas must reconnect an End User to the Network following disconnection when:

- (i) required to do so at law; or
  - (ii) when requested by the User in accordance with the Legal Requirements.
- (b) Allgas must notify the User when an End User is reconnected in accordance with paragraph (a).

## **7. Costs of connection**

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If:

- (a) the User requests Allgas to connect an End User to the Network; and
- (b) Allgas is required to carry out physical works at the point at which that End User is to be connected to the Network (the '**Connection Point**') in order to connect that End User,

Allgas may require the User to pay to Allgas the costs incurred or to be incurred by Allgas in carrying out those works (including the cost of materials and labour) to the extent that Allgas will not otherwise recover those costs through Charges under this Agreement.

## **8. End User communications**

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### **8.1 Unplanned faults or interruptions**

If an End User contacts the User regarding a fault to, or unplanned interruption of supply on the Network, the User must refer the End User to Allgas' 'Gas Emergencies' number set out in the Contact Details in Schedule 2, or such other number as notified in writing, by Allgas to the User from time to time.

### **8.2 Planned interruptions**

If an End User contacts the User regarding a planned interruption or disconnection, the User must refer the End User to Allgas' 'Customer Service Centre' number set out in Schedule 2 or such other number as notified in writing by Allgas to the User from time to time.

### **8.3 Allgas to provide information**

Allgas must give the User all the information that Allgas gives to an End User or is required by law to give to an End User regarding a fault in, or planned or unplanned interruption of, supply on the Network.

### **8.4 End User enquiries/complaints about Allgas**

If any person contacts the User with a general enquiry or complaint relating to Allgas, the User must refer that enquiry or complaint to Allgas' 'Customer Service Centre' number in the Contact Details, or such other number as notified in writing by Allgas to the User from time to time.

## 8.5 End User enquiries/complaints about the User

If an End User contacts Allgas with a complaint relating to the User, Allgas must refer that person to the User's service line as set out in Schedule 2 or notified in writing to Allgas from time to time.

## 8.6 End User disconnection request

If an End User contacts Allgas requesting a disconnection from the Network, Allgas must refer that person to the User's service line as set out in Schedule 2 or notified in writing to Allgas from time to time.

## 9. Notices

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Any notices given under the Agreement must be given in accordance with clause 21 of the Terms and Conditions at the addresses set out in the details at the front of this Agreement.

## 10. Assignment and novation

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The User must not assign or novate its rights under this Agreement, without the prior written consent of Allgas, such consent to not be unreasonably withheld.

## 11. Goods and Services Tax

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### 11.1 GST gross-up

- (a) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- (b) Despite any other provision in this Agreement, if a party ('**Supplier**') makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'):
  - (i) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause ('**GST exclusive consideration**') is increased by, and the recipient of the supply ('**Recipient**') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
  - (ii) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient at the same time as the GST exclusive consideration is payable or to be provided; and
  - (iii) the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid Adjustment Note) for that taxable supply.

## **11.2 Reimbursements**

If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

## **11.3 Adjustment Events**

If, at any time, an Adjustment Event arises in respect of any supply made by a party under this Agreement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 11.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

## **11.4 GST group**

If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member of the group is entitled.

## **11.5 Definitions**

Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition Acts or, if not so defined, then which are defined in the *Competition and Consumer Act 2010* (Cth), have the same meaning in this clause.

## **11.6 Survival**

This clause will continue to apply after expiration or termination of this Agreement

## **12. Termination**

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Notwithstanding any other clause in this Agreement, the User may terminate this Agreement without cause, at any time, by giving notice in writing to Allgas.

## **13. General**

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### **13.1 Costs**

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

### **13.2 Amendment**

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



### **13.3 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.

### **13.4 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.

### **13.5 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.

### **13.6 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.

### **13.7 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.

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 9.

## Schedule 1 - Services

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[list all the services here]

## Schedule 2 - Table of contact details

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### Part A – Contact details for communications

The following table sets out the contact numbers for the parties to this Agreement to enable the parties to fulfil their obligations in respect of clause 8 of this Agreement.

<b>Allgas Service</b>	<b>Contact Number</b>
Gas Emergency	1300 763 106
Customer Service Centre	1300 766 338
New Connections	1800 007 427