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Submission on the Outputs from the 10-12 July 2018 Workshops

Introduction

1. This is Vector Limited's (Vector) submission on the five consultation documents issued by First Gas on 2 August 2018, following the workshops on the proposed Gas Transmission Access Code (GTAC) on 10-12 July 2018.
2. We set out below some explanations of our comments on the consultation documents, and attach our proposed additional track changes on the following documents:
 - Block 1 Outputs – 4 Allocation Methods
 - Block 1 Outputs – 8 Nominations
 - Block 1 Outputs – 9 Priority Rights
3. We do not have any proposed changes to, or comments on, Block 1 Outputs – 5 Taranaki Target Pressure and Block 1 Outputs – 6 Balancing Tolerances.
4. No part of this submission is confidential and we are happy for First Gas or the Gas Industry Company (GIC) to make it, or parts of it, publicly available.

Block 1 Outputs – 4 Allocation Methods

5. Vector does not believe the reference to "industry agreement (approved by all Shippers and First Gas and which the GIC approves as being compatible with the DRR" in clause 6.11(a) is required. This data is already determined by the GIC under the *Gas Downstream Reconciliation Rules* (DRR). This is currently determined via a special allocation each month but the data is provided under the DRR. This special allocation process will eventually be formally incorporated into the DRR.

Block 1 Outputs – 8 Nominations

6. The reference to section 11.6 under section 4.22 needs to be amended as section 11.6 already exists. The existing sections 11.6-11.29 will need to be renumbered and any references within those clauses updated.
7. Also under section 4.22, we believe the term *Specified Shippers* should be defined.
8. Furthermore, under section 4.22, we query why First Gas would not calculate a Specified Shipper's nominated quantity at a congested point. Calculating this would possibly involve a three-step process:
 - a. First Gas calculates the Shipper's DNC requirements as if the delivery point was not congested.

- b. First Gas would then allocate any Priority Rights (PRs) that the Shipper has, if any.
 - c. Finally, the Shipper's remaining nomination requirements are then allocated proportionally out of the DNC available after all PRs have been allocated.
9. If nothing else, the above process would minimise any potential gaming at a congested delivery point.
10. We seek clarification under section 4.23(f) whether a Shipper can have a mixture of auto-nominations and overwritten auto-nominations on a day. Alternatively, if the Shipper overwrites one delivery point, does it then have to overwrite all delivery points? If Shippers can 'mix and match', this will make invoicing very complex.
11. In the formula for Nomination Charge under section 11.6, we query whether the highlighted part below should be an addition rather than a multiplication:
- $$\text{DNC}_{\text{FEE}} \times \text{DNC} \times ((\text{DOQ}_{\text{NON SS}} / \text{DNC}_{\text{NON SS}} \times F) + (\text{DUQ}_{\text{NON SS}} / \text{DNC}_{\text{NON SS}} \times (F-1)))$$
12. Also under section 11.6, we further propose that DNC be referenced to section 4.23 to differentiate between Auto Nomination DNC and "normal" DNC.

Block 1 Outputs – 9 Priority Rights

13. Vector considers that under the section on *Transmission Products and Zones*, section 3.23 should be 3.24 as section 3.23 already exists and will be required. We query whether the new section 3.24 is necessary or workable. Unless a Shipper with PRs only has one End-user at a delivery point, that Shipper can always make a case that it has a legitimate interest in maintaining its PRs.
14. Under the section on *Congestion Management*, clause 10.3 sets out the process for allocating capacity in the event of congestion, but where does capacity under Existing Supplementary Agreements fit it? Under these Supplementary Agreements, there will be no daily requests for capacity as capacity is MDQ, not DNC. After approving PR DNC, First Gas needs to approve the remaining available capacity as a combination of DNC and MDQ between the shippers, not simply DNC.
15. In clause 10.4, an alternative to a Shipper's "best estimate" of its End-users' requirements would be "good faith estimate".
16. We suggest alternative mark-ups to clause 11.17 on *Transmission Services Invoice*, as clauses 11.20 and 11.21 already provide details on Transmission Services Charges and Non-Standard Transmission Services Charges.

Contact details

17. Please contact me if you wish to discuss any aspects of this submission at Anna.Carrick@vector.co.nz or 04 803 9044.

Yours sincerely
For and on behalf of Vector Limited



Anna Carrick
Manager Natural Gas Trading

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Block 1 Outputs – 4 Allocation Methods Appendix 1 - Proposed GTAC amendments

Allocation Agreement means, for any Delivery Point at which neither the DRR nor an OBA applies, an agreement between the Shippers using that Delivery Point, the relevant Interconnected Party and the Allocation Agent, which complies with the requirements of Schedule Four;

6 ENERGY ALLOCATIONS

Receipt Quantities under an Operational Balancing Arrangement

- 6.1 The Interconnected Party at a Receipt Point may elect whether an OBA applies at a Receipt Point. Where an OBA applies at a Receipt Point, a Shipper's Receipt Quantity will be its Approved NQ.

Receipt Quantities under a Gas Transfer Agreement

- 6.2 For all Receipt Points where an OBA does not apply, a Shipper's Receipt Quantity will be calculated by the Gas Transfer Agent in accordance with the relevant GTA.
- 6.3 Under any GTA the aggregate of Receipt Quantities allocated to all Shippers using that Receipt Point must equal the metered quantity of Gas on that Day, provided that the GTA will set out the rules the Gas Transfer Agent will use to determine each Shipper's primary allocation.
- 6.4 Each Shipper and First Gas shall ensure that every GTA includes a commitment by the Gas Transfer Agent to notify First Gas via OATIS of each Shipper's Receipt Quantities within the times published by First Gas on OATIS. First Gas must give Shippers at least 10 Business Days' notice of any change to those times.
- 6.5 First Gas will be the Gas Transfer Agent unless all Shippers agree in writing to appoint a replacement and First Gas considers that the replacement will properly fulfil the Gas Transfer Agent's role. Any replacement Gas Transfer Agent appointed in accordance with this *section 6.5* will retain that role unless all Shippers and First Gas appoint another replacement in accordance with this *section 6.5*. Any Shipper using a Receipt Point must agree to the Gas Transfer Agent at that Receipt Point.

Secondary Trading of Gas

- 6.6 Subject to *section 6.8*, any Shipper, OBA Party or First Gas may buy or sell Gas in the Receipt Zone via a GTA, Gas Market or using any relevant trading functionality provided on OATIS, for any reason, including to manage their respective Running Mismatches.
- 6.7 No Gas transfer or trade, whether completed via a GTA, Gas Market or OATIS will be unwound, or the quantities of Gas transferred or traded changed, due to a Wash-up or any other reason.
- 6.8 It is the responsibility of the buyer and seller in respect of any Gas trade to ensure that First Gas is notified of that trade (whether via a GTA, Gas Market or OATIS) before Running Mismatches for that Day are calculated.

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Delivery Quantities under an Operational Balancing Arrangement

- 6.9 The Interconnected Party at a Delivery Point may elect whether an OBA applies at a Delivery Point. Where an OBA applies at a Delivery Point, a Shipper's Daily Delivery Quantity will be its Approved NQ.

Delivery Quantities under the Downstream Reconciliation Rules

- 6.10 Subject to *section 6.11*, at each Delivery Point where the DRR apply, each Shipper's Daily Delivery Quantity will be determined by the Allocation Agent under the DRR.
- 6.11 Each Shipper agrees that at each Delivery Point where the DRR apply, its "initial" (as that term is defined in the DRR) Daily Delivery Quantity for each Day will be determined:

- (a) in accordance with the ~~industry agreement (approved by all Shippers and First Gas and which the GIC approves as being compatible with the DRR)~~ and provided to First Gas each Day in arrears; or
- (b) if Daily Delivery Quantities are not provided pursuant to *section 6.11(a)* for any reason, ~~or in the absence of the industry agreement referred to in section 6.11(a)~~, by First Gas as soon as practicable after each Day as the quantity of Gas equal to:

$$(MQ - SQ_{TOTAL}) \times DNC_{SHIPPER} \div (DNC_{TOTAL} - SQ_{TOTAL})$$

where, for that Day and Delivery Point:

MQ is the metered quantity;

SQ_{TOTAL} is the estimated aggregate Daily Delivery Quantity under ~~all the~~ applicable Existing Supplementary Agreements (if any), being the sum of:

- (i) the ~~metered deliveries (from quantities derived from the relevant TOU Meters on the Distribution Network)~~, to the extent available; and/or
- (ii) the approved nominated quantities of Supplementary Capacity, to the extent applicable; and/or
- (iii) the MDQ set out in each Existing Supplementary Agreement,

provided that SQ_{TOTAL} may be no greater than MQ;

$DNC_{SHIPPER}$ is the Shipper's DNC for the Delivery Zone in which that Delivery Point is included; and

DNC_{TOTAL} is the aggregate DNC of all Shippers for the Delivery Zone in which that Delivery Point is included.

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Delivery Quantities at a Dedicated Delivery Point

6.12 At each Dedicated Delivery Point (except where an OBA applies) there shall be an Allocation Agreement, irrespective of the number of Shippers using it.

6.13 Where the Delivery Point is used by:

(a) only one Shipper, First Gas (or, if agreed by First Gas and the relevant Interconnected Party, that Interconnected Party) will be the Allocation Agent and that Shipper's Daily Delivery Quantities and Hourly Delivery Quantities will be the respective metered quantities; and

(b) more than one Shipper, each Shipper's Daily Delivery Quantities and Hourly Delivery Quantities will be the respective quantities determined by the Allocation Agent appointed under the Allocation Agreement.

and any Shipper who starts to make nominations in respect of or otherwise uses a Delivery Point to which section 6.13(b) applies will promptly execute an Allocation Agreement or become a party to the Existing Allocation Agreement.

6.14 At any Delivery Point where an Allocation Agreement applies, each Shipper using that Delivery Point shall ensure that:

(a) it remains a party to an Allocation Agreement which sets out the allocation methodology ~~is~~ acceptable to the Interconnected Party and relevant Shippers; and

(b) the Allocation Agreement requires the Allocation Agent to notify First Gas via OATIS of each Shipper's Daily Delivery Quantities and Hourly Delivery Quantities within the times published by First Gas on OATIS.

Delivery Quantities under Supplementary and Interruptible Agreements

6.15 If First Gas enters into a Supplementary Agreement or Interruptible Agreement in respect of an End-user supplied via a Distribution Network, it will advise the Allocation Agent under the DRR of that agreement and its commencement date.

6.16 Daily Delivery Quantities under any Supplementary Agreement, Existing Supplementary Agreement or Interruptible Agreement shall be the quantities determined by, and notified to First Gas by the Allocation Agent under the DRR unless the relevant agreement specifies otherwise.

Finality of Allocation Results and Energy Quantities

6.17 First Gas shall be entitled to rely on the Allocation Result and shall not be obliged to check or correct any Receipt Quantity or Daily Delivery Quantity.

End-user Right to Allocation Agreement

6.18 Each Shipper acknowledges and agrees that the End-user at any Dedicated Delivery Point has the right, subject to the terms of any existing Gas supply agreement it may have, to buy Gas from more than one Shipper and to determine when, and how much Gas it buys from each Shipper.

6.19 Subject to *section 6.15*, if the End-user at a Dedicated Delivery Point wishes to commence buying Gas from a new Shipper while continuing to buy Gas from an existing Shipper or

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~~Shippers, all relevant, both~~ Shippers shall be or become party to an Allocation Agreement consistent with *section 6.18*.

Title to Gas and Risk

6.20 Each Shipper warrants that it shall have good title to all Gas that:

- (a) it injects, or which is injected on its behalf, at a Receipt Point;
- (b) it takes, or is deemed to take, at a Delivery Point; and/or
- (c) it sells or transfers to another Shipper in accordance with this Code,

free of any lien, charge, encumbrance or adverse claim (as to title or otherwise) and, where it acts as an agent for another person in respect of any of the activities referred to in this *section 6.20*, that person warrants the same.

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SCHEDULE FOUR: REQUIREMENTS OF ALLOCATION AGREEMENTS

1 Definitions

In this Schedule Four:

Inputs means the data required to perform the calculations required by the allocation rule or rules ("Allocation Rules") specified by the Allocation Agreement; and

Outputs means DDRs and HDRs corresponding to each Shipper's Daily and Hourly Delivery Quantities (respectively).

2 General Requirements

2.1 An Allocation Agreement must:

- (a) be in writing, executed by the Allocation Agent, the relevant Interconnected Party and all Shippers (including where there ~~is~~ may be only one Shipper at a particular point in time) at the relevant Dedicated Delivery Point;
- (b) define the Inputs required by the Allocation Agent and who is to provide them;
- (c) set out unambiguous Allocation Rules for determining the Outputs at the relevant Dedicated Delivery Point (and such Allocation Rules must not be circular in nature);
- (d) ensure that the Allocation Agent provides the Outputs to Shippers and First Gas in accordance with the times published by First Gas on OATIS.

2.2 An Allocation Agreement shall ensure that aggregate Outputs on any Day or in any Hour equal (respectively) the metered quantity for that Day or Hour (such that all the metered quantities are allocated).

3 Specific Requirements

3.1 An Allocation Agreement must:

- (a) provide for the appointment of the Allocation Agent at the relevant Dedicated Delivery Point, who shall be:
 - (i) where there is only one Shipper, First Gas (or, if agreed by First Gas and the relevant Interconnected Party, that Interconnected Party); or
 - (ii) where there are two or more Shippers, one of those Shippers, as agreed by ~~them~~ those Shippers and the relevant Interconnected Party; or
 - (iii) in the absence of such agreement ~~amongst those Shippers~~, a person appointed by the relevant End-user and approved by First Gas,

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provided that such person must be qualified and equipped to undertake that role;

(b) specify:

- (i) which Allocation Rule(s) are available under the Allocation Agreement, which are to be selected from those set out on OATIS (or, if not listed on OATIS, may be agreed by the parties to the Allocation Agreement provided they are not circular in nature and do not adversely affect any other user of the Transmission System or First Gas);
- (ii) which Allocation Rule is to apply with effect from the commencement date of the Allocation Agreement;
- (iii) that the Allocation Rule applied by the Allocation Agent from time to time is to be determined by the relevant Interconnected Party giving notice to the Allocation Agent;
- (iv) that the Interconnected Party will provide not less than five Business Days' notice to all parties to the Allocation Agreement and First Gas if the applicable Allocation Rule is to be changed (including where due to a change in the Shippers using the relevant Dedicated Delivery Point); and
- (v) that different Allocation Rules will not apply in respect of the same Day without good reason;

~~(b)~~(c) where the Allocation Rules involve the use of Shippers' nominated delivery quantities, enable the Outputs to be determined irrespective of whether the total of Shippers' nominated delivery quantities equal the metered quantity for (as the case may be) any Day or any Hour;

~~(e)~~(d) set out default rules to be applied by the Allocation Agent where:

- (i) the Inputs are not provided or received in full and within the required times or if they contain any deficiency;
- (ii) the Inputs cannot be calculated for any reason other than a Force Majeure Event;
- (iii) the Outputs cannot be calculated for any reason other than a Force Majeure Event;
- (iv) there is a dispute between any parties to the Allocation Agreement as to the Inputs, Outputs or the interpretation of the Allocation Agreement or Allocation Rules, which ensure that:

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- A the Outputs shall be determined in accordance with the timing referred to in *section 6.14(b)* of the Code; and
- B First Gas (as the owner and operator of the Transmission System) is not required to be involved in the dispute; and

~~(d)~~(e) set out "Fall-Back Allocation Rules" which the Allocation Agent shall apply if a default rule referred to in *paragraph 3.1(b)* fails, to determine each Shipper's Outputs.



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[Auto-Nomination Charge](#) has the meaning set out in [section 11.6](#);

[Specified Shipper Nomination SOP](#) means the [Specified Shipper Nomination Standard Operating Procedure](#) published by First Gas on OATIS from time to time containing the process and algorithm for automated nominations to be made by First Gas for [Specified Shippers in respect of Gas to be delivered to Specified Customers](#);

[Transmission Charges](#) means each of the Daily Nominated Capacity Charge, Daily Overrun Charge, Daily Underrun Charge, Hourly Overrun Charge, [Auto-Nomination Charge](#) and Over-Flow Charge;

4 NOMINATIONS

Receipt Nominations

4.1 Where an OBA (or other arrangement requiring Shipper nominations) applies at a Receipt Point:

- (a) each Shipper using that Receipt Point shall notify its NQs in accordance with [sections 4.8, 4.9 and 4.10](#); and
- (b) the Interconnected Party will be required (under its ICA) to approve, ~~or~~ curtail [or reject](#) those NQs in accordance with [section 4.12](#).

4.2 First Gas will not be required to approve or curtail NQs at any Receipt Point. First Gas may [reduce or curtail NQs or](#) flow at a Receipt Point in the circumstances referred to in [section 9.1](#).

4.5 Where the Interconnected Party at an Individual Delivery Point specifies that an OBA will apply, its ICA will require that Interconnected Party to approve, ~~or~~ curtail [or reject](#) Shippers' NQs in accordance with [section 4.12](#).

OBA Party Confirmation

4.12 Pursuant to [sections 4.1\(b\)](#) and [4.5](#) and subject to [section 4.16\(a\)](#), the Interconnected Party:

- (a) must either approve, ~~or~~ curtail [or reject](#) Shippers' NQs on OATIS not later than 30 minutes after the Provisional [Nominations Deadline](#), Changed Provisional [Nominations Deadline](#) or Intra-Day Nominations Deadline (as the case by be); and
- (b) if it fails to do so, will be deemed to have approved each applicable NQ.

For the purposes of this [section 4.12](#), First Gas will ensure the Interconnected Party has the required access to OATIS.

[Nominations for Allocation group 4 and 6 customers](#)

4.22 [The provisions of sections 4.23, 4.24 and 11.6 will apply in respect of Shippers \(Specified Shippers\) who deliver Gas to customers or users in allocation groups 4 and 6 under the](#)

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Downstream Reconciliation Rules (**Specified Customers**) to the extent they ship Gas to such customers or users in or using a Delivery Zone or a Delivery Point (other than any Congested Delivery Point). Those provisions shall not apply in respect of Gas shipped to customers or users who are not in allocation groups 4 and 6 or in respect of a Congested Delivery Point, and Shippers are to make nominations in respect of such Gas deliveries pursuant to the other provisions of this Code (including, where applicable, in addition to any automated nominations made pursuant to *section 4.23*) and the other provisions of this Code shall apply accordingly.

4.23 First Gas will make automated nominations in accordance with *sections 4.8 to 4.10* in respect of Gas to be delivered by Specified Shippers to Specified Customers on each Day on the following basis:

- (a) such automated nominations will be made one Hour before the relevant Provisional Nominations Deadline, the Changed Provisional Nominations Deadline and the Intra-Day Nominations Deadline in respect of each Day in accordance with the Specified Shipper Nomination SOP;
- (b) the Specified Shipper Nomination SOP will specify an algorithm which will determine the relevant automated nomination to be made by First Gas for Specified Shippers (in respect of and to the extent they deliver Gas to Specified Customers). First Gas will not apply any discretionary judgement or forecasting capability in respect of the automated nominations;
- (c) the automated nominations will not apply in respect of Gas deliveries made or to be made by Specified Shippers to Delivery Zones or Delivery Points where those Gas deliveries are not for Specified Customers;
- (d) an Auto-Nomination Charge under *section 11.6* shall apply each Day in relation to automated nominations and related Gas deliveries by Specified Shippers in respect of Specified Customers in lieu of any Daily Overrun Charge or Daily Underrun Charge under *section 11.4*;
- (e) a Specified Shipper may amend or overwrite in OATIS the automated nomination provided by First Gas before the relevant Provisional Nominations Deadline, the Changed Provisional Nominations Deadline and the Intra-Day Nomination Deadline in respect of each Day (and such amended or overwritten nominations will apply for all purposes under this Code). No previous automated nomination nor *section 11.6* shall apply in respect of such Day;
- (f) if in respect of a Day a Specified Shipper amends or overwrites an automated nomination provided by First Gas, First Gas will not provide any further automated nominations for any nomination cycle in respect of that Day;
- (g) if in respect of a Day a Specified Shipper does not amend or overwrite in OATIS an automated nomination, the relevant automated nominations provided by First Gas are to apply for all purposes under this Code; and
- (h) the automated nominations made by First Gas pursuant to this *section 4.23* will be made by First Gas in good faith, but First Gas will have no liability for any Loss

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suffered by any Shipper or Interconnected Party as a result of or in connection with any such automated nomination.

4.24 Each Specified Shipper will (including at the reasonable request of First Gas) provide to First Gas, no later than three Months prior to the Commencement Date and three Months prior to the start of each Year thereafter, the number, location, characteristics and other relevant information in respect of customers or users in allocation groups 4 and 6 under the Downstream Reconciliation Rules as further specified in the Specified Shipper Nomination SOP.

11 FEES AND CHARGES

Auto-Nomination Charge

11.6 Where sections 4.22 and 4.23 apply, a Specified Shipper shall pay in respect of each Day, in relation to automated nominations and related Gas deliveries in respect of Specified Customers, an amount calculated in accordance with the following (each, an **Auto-Nomination Charge**):

$$DNC_{FEE} \times DNC \times ((DOQ_{NON\ SS} / DNC_{NON\ SS} \times F) + (DUQ_{NON\ SS} / DNC_{NON\ SS} \times (F-1)))$$

where:

DNC has the meaning set out in section 4.23

DNC_{FEE} has the meaning set out in section 11.1;

DNC has the meaning set out in section 11.1;

DOQ_{NON SS} is the total of all DOQs (calculated in accordance with section 11.4(a)) for all Shippers (but excluding such DOQs for Specified Shippers in respect of Specified Customers) for the relevant Month; and

DNC_{NON SS} is the total of all DNC for all Shippers (but excluding DNC for Specified Shippers in respect of Specified Customers) for the relevant Month; and

DUQ_{NON SS} is the total of all DUQs (calculated in accordance with section 11.4(b) and expressed as a positive number) for all Shippers (but excluding such DUQs for Specified Shippers in respect of Specified Customers) for the relevant Month; and

DNC_{NON SS} is the total of all DNC for all Shippers (but excluding DNC for Specified Shippers in respect of Specified Customers) for the relevant Month; and

F is 2,

provided, in the case of each of section 11.6(a) and 11.6(b), that any change to the value of F for Delivery Zones and non-Congested Individual Delivery Points in accordance with section 11.4 shall also apply as the value of F for the purposes of this section 11.6.

Section 11.4 shall not apply to Specified Shippers in respect of Specified Customers if and to the extent this section 11.6 applies. Section 11.6 applies to Specified Shippers in respect of

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[Specified Customers irrespective of actual overrun or underrun quantities in respect of those customers.](#)

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Existing Supplementary Agreement means a supplementary agreement in effect as at the date of this Code and which commenced or had a specified commencement date before the date of this Code or a supplementary agreement required by a Transmission Pricing Agreement in effect ~~as at~~ before the date of this Code;

Supplementary Agreement means an agreement, complying with *section 7.4*, entered into by First Gas and a Shipper, or with a specified commencement date, on or after the Commencement Date, for the transmission of Gas to a Delivery Point for supply to a specific End-user or site (but does not include an Existing Supplementary Agreement);

3 TRANSMISSION PRODUCTS AND ZONES

3.23 Where a Shipper holds PRs in respect of a Delivery Point and has previously supplied, but no longer supplies, Gas to an End-user at that Delivery Point, that Shipper will use its reasonable endeavours to promptly trade those PRs in accordance with section 3.21 where it has no legitimate interest in continuing to hold those PRs.

10 CONGESTION MANAGEMENT

Over-Nomination

10.4 Each Shipper ~~warrants will ensure to the extent reasonably practicable~~ that ~~for~~ in respect of any Congested Delivery Point its NQs will represent its best estimate of its End-users' requirements and that it will not inflate those NQs with the intention of securing a greater share of the Available Operational Capacity.

11 FEES AND CHARGES

Transmission Services Invoice

11.17 On or before the 10th Day of each Month (or as soon thereafter as practicable), First Gas shall invoice each Shipper for the Transmission Services Charges and ~~and~~ Non-standard Transmission Services Charges (if any), Congestion Management Charges, Priority Rights Charges and any other relevant amounts payable by that Shipper in respect of the previous (and any prior) Month.

Contents of Transmission Service Invoice

11.20 To support any invoice to a Shipper under *section 11.17*, First Gas shall notify the Shipper of:

- (a) Daily Delivery Quantities at each Delivery Point used by the Shipper in the previous Month;
- (b) each Transmission Charge and Non-standard Transmission Charge payable for each Day of the previous Month;
- (c) any Congestion Management Charges including and any Priority Rights Charges;

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- (d) any credit or debit of Transmission Charges for a prior Month required due to a Wash-up;
- (e) any credit of Daily Oerrun Charges, Daily Underrun Charges, Hourly Oerrun Charges and Over-Flow Charges and Priority Rights Charges;
- (f) any credit of ERM Charges;
- (g) any other amounts payable by the Shipper, including any charges, amounts or credits outstanding in respect of any prior Month; and
- (h) the GST Amount.