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| Interconnection Agreement for Delivery Points |

First Gas Limited (First Gas)

[ ] (the Interconnected Party)

August 2017

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**PARTIES:**

**First Gas Limited** (*First Gas*)

**[ ] Limited** (*the Interconnected Party*)

**BACKGROUND:**

1. First Gas owns and operates a Gas Transmission System.
2. As at the date of this Agreement, the Interconnected Party is taking Gas, supplied by one or more Shippers, from First Gas’ Pipeline at the existing Delivery Points.
3. The Parties have agreed to enter into this Agreement to set out the terms on which the Interconnected Party may continue to connect its Pipeline to, and take Gas from First Gas’ Pipeline at the existing Delivery Points and at Additional Delivery Points in future.

**AGREEMENT:**

# parties’ rights and obligations

* 1. First Gas will permit connection of the Interconnected Party’s Pipeline, and the Interconnected Party will connect its Pipeline to a Delivery Point, on and subject to the terms and conditions set out in this Agreement.
  2. Each Party will act as a Reasonable and Prudent Operator when exercising any of its rights, powers, obligations and duties under this Agreement.
  3. Subject to the terms of this Agreement and the Code*,* First Gas has absolute discretion as to how it conducts the operation of its Gas Transmission System.

# Technical Compliance

## General

* 1. Subject to *section 2.2*, First Gas is responsible for the compliance of all Delivery Points, including Additional Delivery Points with Schedules One and Two.
  2. The Parties acknowledge and agree that for the purposes of this Agreement the existing Delivery Points comply with Schedule Two as at the Commencement Date.
  3. First Gas will provide the Interconnected Party with a copy of its maintenance records for any Delivery Point on request (not to be more than once per calendar year).

## Additional Delivery Point

* 1. In respect of any Additional Delivery Point, First Gas will:
     1. consult with the Interconnected Party to ensure that the design of the Delivery Point meets its reasonable requirements;
     2. consider and respond to all reasonable comments or queries put forward by the Interconnected Party in relation to compliance with Schedule Two;
     3. determine whether Odorisation Facilities are required and if so, whether First Gas will be the Odorisation Facilities Owner and take on the obligations of such party as set out in *section 7*;
     4. use commercially reasonable endeavours to obtain a site and/or such other appropriate property rights as First Gas may require;
     5. use commercially reasonable endeavours to obtain any consents and approvals required; and
     6. design, construct, install and commission the Delivery Point, including:
        1. any new connection to its Pipeline; and/or
        2. Odorisation Facilities, where it will be the owner of such facilities.
  2. In respect of any Additional Delivery Point, First Gas will on request supply the Interconnected Party with a producer statement and/or a certificate of electrical inspection confirming that the delivery point is designed, constructed, operated and maintained in compliance with all applicable Laws.

## Interconnected Party’s Pipeline

* 1. The Interconnected Party shall ensure that its Pipeline is designed, constructed, operated and maintained in compliance with all applicable Laws and will not connect or continue to connect its Pipeline to a Delivery Point, or take Gas at a Delivery Point, unless it is safe to do so.
  2. The Interconnected Party will on request supply First Gas with a producer statement and/or a certificate of electrical inspection in respect of any Equipment it has at a Delivery Point.

## Gas-on Date

* 1. Subject to *section 2.9*, at any Additional Delivery Point, the Interconnected Party shall not take Gas from First Gas’ Pipeline until the date First Gas has notified the Interconnected Party in writing that the following conditions have been satisfied (the *Gas-on Date*):
     1. commissioning is complete and the Metering has been demonstrated to be Accurate;
     2. Odorisation Facilities (if required) have been installed and commissioned;
     3. the Remote Monitoring Equipment is fully operational;
     4. First Gas has received all monies payable (if any) by the Interconnected Party (except where otherwise agreed in writing); and
     5. the requirements set out in *section 10* have been met,

provided that the Interconnected Party may take limited quantities of Gas at the Delivery Point, with First Gas’ prior written approval, to the extent reasonably required to facilitate commissioning.

* 1. In respect of any Delivery Point in existence as at the Commencement Date, the Gas-on Date shall be the Commencement Date.

## Gas Take Rates

* 1. The Interconnected Party agrees that it will not at any time knowingly take Gas at a Delivery Point at a rate greater than the Maximum Design Flow Rate.
  2. Where Gas is taken at a Delivery Point at rates less than the Minimum Design Flow Rate sufficiently often, or in quantities such that, in First Gas’ opinion, the determination of gas quantities taken at that Delivery Point is inaccurate, First Gas shall notify the Interconnected Party accordingly. After consultation with the Interconnected Party, First Gas will decide whether modifications to the Metering are necessary and if so, implement them.
  3. Where the modifications referred to in *section 2.11* relate to a Delivery Point for which an Interconnection Fee is payable, First Gas may re-determine the Interconnection Fee to reflect any reasonable costs it incurs in relation to such modifications.

# metering and energy quantity reports

## Metering Required

* 1. First Gas will install metering as set out in Schedule One and use all reasonable endeavours to ensure that it operates at all times.

## Direct Gas Measurement Only

* 1. Metering shall determine Gas quantities by direct measurement only and not by difference or by other indirect means.

## Testing of Metering and Provision of Information

* 1. First Gas will:
     1. no more than 3 Months before Metering is installed or placed into service (whichever is later), test each meter and other gas measurement device; and
     2. as soon as practicable after it is placed into service, subject each meter to an in-situ verification test,

to ensure that the Metering is Accurate. If the Metering is found to be Inaccurate, First Gas will service, repair, re-calibrate or replace it, then re-test it to establish that it is Accurate. First Gas will provide the Interconnected Party with written evidence of testing pursuant to this *section 3.3*.

* 1. First Gas shall use all reasonable endeavours, including by means of periodic testing in accordance with the Metering Requirements, to ensure that Metering is Accurate. The Interconnected Party shall be entitled to request, and First Gas shall provide:
     1. reasonable technical information relating to the Metering;
     2. a copy of First Gas’ planned maintenance schedules relating to Metering; and
     3. the results of any testing of Metering.

## Unscheduled Testing of Metering

* 1. The Interconnected Party may reasonably request First Gas to carry out an unscheduled test of Metering, and provide the Interconnected Party with the test results (and allow the Interconnected Party or its representative to be present during such testing). First Gas shall comply with any such request, provided that:
     1. First Gas shall not be required to undertake such unscheduled testing of the Metering or gas measurement device where it has tested the Metering within 1 Month of the Interconnected Party’s request, or more frequently than once every 6 Months;
     2. where the Metering or gas measurement device is found to be Accurate, the Interconnected Party will reimburse First Gas for all costs it incurs in undertaking the unscheduled testing; and
     3. where the Metering is found to be Inaccurate First Gas shall:
        1. bear all costs it incurred in undertaking the unscheduled testing (but not any costs incurred by the Interconnected Party or any other party); and
        2. at its cost and as soon as reasonably practicable, service, repair, recalibrate or replace the Metering to make such Metering Accurate.

## Corrections for Inaccurate Metering

* 1. Where the Metering is found to be Inaccurate, First Gasshall correct Gas quantities previously measured by, or determined using data from such Metering (as the case may be) in accordance with the Metering Requirements.

## Amendment of Metering Requirements

* 1. First Gas may amend the Metering Requirements at any time but such amended Metering Requirements shall apply to Metering only if both Parties agree in writing, such agreement not to be unreasonably withheld or delayed.

## Access to Data

* 1. First Gas shall, subject to *sections 3.9* to *3.12*, make available to the Interconnected Party at a Delivery Point from the Gas-on Date such of the following data (*Data*) as the Interconnected Party may request:
     1. for each meter stream that forms part of the Metering:
        1. uncorrected volume flow rate at flowing conditions;
        2. corrected volume flow rate;
        3. mass flow rate;
        4. energy flow rate;
        5. accumulating (totalising) uncorrected volume;
        6. accumulating (totalising) corrected volume;
        7. accumulating (totalising) mass;
        8. accumulating (totalising) energy;
        9. the pressure and temperature at the meter;
        10. density at flowing conditions; and
     2. in respect of Gas taken at that Delivery Point:
        1. Specific Gravity or Relative Density;
        2. Base Density;
        3. Gross Calorific Value;
        4. Nett Calorific Value;
        5. the concentration (in mole %) of Nitrogen, Carbon Dioxide and all hydrocarbon constituents of the Gas individually (including of each such constituent’s isomers that are present in the Gas in other than trace amounts) up to and including Pentanes;
        6. the concentration (in mole %) of all hydrocarbon constituents in the Gas with a molecular weight greater than that of Pentane, either collectively as Hexanes-plus or individually as total Hexanes, total Heptanes, total Octanes and Nonanes-plus, where the capabilities of the gas analyser for the Metering permits; and
        7. Gas quality information including hydrocarbon dewpoint and water content to the extent available,

provided that First Gas shall not be obliged to provide any Data that is not available to it (or which it does not itself require for the purposes of this Agreement).

* 1. Pursuant to *section 3.8*, First Gas shall:
     1. reasonably determine the source from which any Data is obtained; and
     2. at its cost make the Data available at reasonably located termination points in a non-Hazardous area, in the manner and in accordance with such frequency, communications protocol and format (including units of measurement) as it may reasonably determine.
  2. The Interconnected Party shall be responsible for conveying the Data to any other location at its cost.
  3. First Gas shall use all reasonable endeavours to maintain the availability of Data, including while the Metering is undergoing repair, re-calibration, testing, servicing, upgrading, removal or replacement. The Interconnected Party shall not be relieved of any of its obligations under this Agreement due to the unavailability of any of the Data, for any reason.
  4. If First Gas upgrades or replaces Metering at a Delivery Point and is no longer able to provide any Data as a result, First Gas shall not be obliged to reimburse any costs previously incurred by the Interconnected Party in order to receive such Data.

## Energy Quantity Reports

* 1. First Gas shall produce daily delivery reports *(DDRs)* and hourly delivery reports *(HDRs)* in accordance with *sections 3.14* to *3.15*.
  2. Separate DDRs and HDRs shall be produced:
     1. for each meter at a Delivery Point and for each Delivery Point in aggregate;
     2. not less frequently than each Business Day for all Days since the previous Business Day; and
     3. at the end of each Month for all Days in that Month.
  3. Each DDR and HDR shall be in the format, and contain the information that First Gas shall reasonably determine from time to time. For each Day or Hour (respectively) such information may include (without limitation):
     1. the name and identification number of the Delivery Point;
     2. the date;
     3. the time of the Day (HDR only);
     4. uncorrected volume (cubic metres at flowing conditions)
     5. metering pressure (HDR only);
     6. metering temperature (HDR only);
     7. compressibility correction factor (HDR only);
     8. altitude correction factor (HDR only);
     9. corrected volume (standard cubic metres);
     10. Gross Calorific Value; and
     11. energy quantity (GJ).

## OATIS Access

* 1. First Gas will provide the Interconnected Party with access to OATIS:
     1. to enable the Interconnected Party to view and/or download DDRs and/or HDRs; and
     2. as may be required for any other purpose relating to this Agreement, provided that the Interconnected Party shall be responsible at its cost for ensuring it can access OATIS and will do so on the terms and conditions of access to, and use of OATIS set out on OATIS.

# gas delivery

## Controlled Delivery Pressure

* 1. Where Schedule One stipulates that the Delivery Pressure at a Delivery Point is “Controlled” (*Controlled*):
     1. First Gas will determine the means of pressure control and over-pressure protection to be used, provided that First Gas shall not use a slam-shut valve for the purpose described in *paragraph 1.6(b)* of Schedule Two unless:
        1. where dual pressure control streams are installed, the settings of the two slam-shut valves are sufficiently far apart such that if the working stream slam-shut valve closes the standby stream slam-shut valve should remain open; or
        2. where only a single pressure control stream is installed, the Interconnected Party is able to tolerate an immediate and complete interruption to the flow of Gas, and remain without Gas for such reasonable time as First Gas may require to reinstate normal pressure control and the availability of Gas;
     2. the normal range within which the Delivery Pressure may vary will be determined by the Pressure Control Settings;
     3. the Interconnected Party acknowledges and agrees that from time to time the Delivery Pressure may increase to the Maximum Delivery Pressure and that:
        1. it shall ensure that the MAOP of its Pipeline plus any over-pressure allowed under that Pipeline’s design code is not less than the Maximum Delivery Pressure; and
        2. First Gas shall have no liability whatsoever in respect of an increase in Delivery Pressure envisaged under this *section 4.1(c)* unless the Delivery Pressure exceeds the greater of the Maximum Delivery Pressure or the MAOP of the Interconnected Party’s Pipeline;
     4. either Party may at any time request a change in the Nominal Delivery Pressure and the other Party shall not unreasonably withhold or delay its agreement, provided that:
        1. the Interconnected Party shall not be required to agree to any request from First Gas to decrease the Nominal Delivery Pressure where that would (in its discretion) materially affect the Interconnected Party’s ability to take or utilise Gas;
        2. First Gas shall not be obliged to agree to any request of the Interconnected Party to increase the Nominal Delivery Pressure where that would (in its discretion) materially reduce First Gas’ ability capacity to provide transmission services to any delivery point;
        3. First Gas shall be entitled to make its agreement to any change in the Nominal Delivery Pressure conditional on such changes to other Pressure Control Settings (including, where an increase in the Nominal Delivery Pressure is requested, to the applicable Maximum Delivery Pressure) as it reasonably considers to be necessary;
        4. in respect of any request to increase the Nominal Delivery Pressure, the Interconnected Party agrees in writing that the MAOP of its Pipeline is sufficient to allow such increase (and any consequent increase in the Maximum Delivery Pressure, as determined by First Gas);
        5. the requesting Party shall be responsible for the reasonable direct costs of any required modifications to the relevant Delivery Point, as determined by First Gas and, where First Gas is the requesting Party, First Gas shall also be responsible for any reasonable direct costs incurred by the Interconnected Party as a condition of its agreement to such request; and
        6. the relevant page of Schedule One is replaced to reflect any changes pursuant to this *section 4.1(d)*.

## Uncontrolled Delivery Pressure

* 1. Where Schedule One stipulates that the Delivery Pressure at a Delivery Point is “Uncontrolled”:
     1. First Gas provides no representation, warranty or undertaking as to what the Delivery Pressure will be at any time;
     2. First Gas will not be obliged to operate its Pipeline in order to provide any particular Delivery Pressure or Delivery Pressure range;
     3. the Interconnected Party agrees that First Gas shall have no liability whatsoever in relation to or for any variation in the Delivery Pressure at any time; and
     4. the Interconnected Party shall ensure that the MAOP of its Pipeline is not less than the MAOP of First Gas’ Pipeline.

## Agreed Hourly Profile

* 1. The Interconnected Party may request an Agreed Hourly Profile in accordance with the Code. First Gas will consider, but shall not be obliged to approve such request.
  2. First Gas will use all reasonable endeavours to accommodate any Agreed Hourly Profile that it approves but, where it determines that such Agreed Hourly Profile is adversely affecting its operation of the Transmission System or other users of that system, First Gas may cancel that Agreed Hourly Profile without notice and shall have no liability to the Interconnected Party whatsoever if it does so.

# allocation of gas at A Delivery point

* 1. Subject to *section 5.2*, at a Delivery Point used by:
     1. only one Shipper, that Shipper’s Delivery Quantity will be the metered quantity; or
     2. more than one Shipper, each Shipper’s Delivery Quantity will be determined in accordance with the applicable Allocation Agreement.

## Operational Balancing Agreement

* 1. The Interconnected Party may elect that an OBA shall apply at a Delivery Point, provided it agrees that:
     1. it is both an “Interconnected Party” and an “OBA Party” as those terms are defined in the Code;
     2. all provisions of the Code applicable to an Interconnected Party and an OBA Party are deemed to be incorporated into this Agreement and the Interconnected Party shall comply with all such provisions,

and, in particular, that the Interconnected Party acknowledges and agrees that;

* + 1. it will use all reasonable endeavours to ensure that the metered quantity of Gas taken at that Delivery Point on a Day matches the Scheduled Quantity for that Day; and
    2. to the extent that it fails to comply with part (c) of this *section 5.2*, it may be liable for, and if so will pay any:
       1. Balancing Charges; and
       2. Overrun and Underrun Charges.
  1. If it determines that an OBA is to apply at a Delivery Point where, at the Commencement Date or any later date, Shippers’ Delivery Quantities are determined in accordance with *section 5.1*, the Interconnected Party must give First Gas and all Shippers not less than 40 Business Days’ notice in writing before an OBA may commence.
  2. An Interconnected Party may terminate an OBA at a Delivery Point on expiry of not less than 40 Business Days’ notice in writing to First Gas and all Shippers, provided that, where applicable, all Shippers using the Delivery Point must sign an Allocation Agreement before the OBA may terminate.
  3. First Gas will provide the Interconnected Party, where it is an OBA Party, with access to OATIS to approve or curtail Shippers’ Nominated Quantities at a Delivery Point in accordance with *section 4* of the Code.

# gas quality

* 1. Under the Code, First Gas requires all gas injected into its Pipeline to be Gas.
  2. Subject to *section 6.4*, without limiting either First Gas’ or the Interconnected Party’s obligation to act as a Reasonable and Prudent Operator or to mitigate its Loss arising out of or in relation to Non-Specification Gas that enters, or is in, a Pipeline, each Party acknowledges that should Non-Specification Gas enter, or be in, First Gas’ Pipeline, First Gas is unlikely to be able to prevent such Non-Specification Gas from reaching a Delivery Point.
  3. Notwithstanding that Gas may take up some dust and/or compressor oil as it passes through First Gas’ Pipeline, First Gas will take reasonable measures to ensure that it does not, in respect of such contaminants, deliver Non-Specification Gas into the Interconnected Party’s Pipeline at a Delivery Point.
  4. As soon as reasonably practicable upon First Gas or the Interconnected Party detecting or, in its reasonable opinion, suspecting that Non-Specification Gas has flowed, is flowing or is likely to flow through a Delivery Point, that Party will notify the other Party of the same and provide any details of which it is aware in relation to:
     1. the cause of the occurrence of such Non-Specification Gas;
     2. the likely period of time during which Non-Specification Gas has flowed or is likely to flow at a Delivery Point; and
     3. the nature and extent of the composition or properties of gas which made or make it Non-Specification Gas.
  5. Notwithstanding any other provision of this Agreement, First Gas:
     1. will not be required to undertake any monitoring of gas quality at a Delivery Point; and
     2. shall have no liability to the Interconnected Party whatsoever for any Loss incurred by the Interconnected Party arising from the occurrence of Non-Specification Gas which First Gas did not cause.

# odorisation

## Odorised Pipeline

* 1. The Odorisation Status of First Gas’ Pipeline at a Delivery Point at the Commencement Date is set out in Schedule One. First Gas will odorise Gas in an odorised Pipeline in accordance with the Code.
  2. In respect of a Delivery Point on an odorised Pipeline, as soon as reasonably practicable upon First Gas or the Interconnected Party becoming aware that Gas which does not meet the detectability requirements set out in New Zealand Standard 5263:2003 (*Insufficiently Odorised Gas*) has flowed, is flowing or is likely to flow through that Delivery Point, that Party will notify the other Party of the same and provide any details of which it is aware in relation to:
     1. the cause of such Insufficiently Odorised Gas; and
     2. the likely period of time during which Insufficiently Odorised Gas has flowed or is likely to flow;
  3. On becoming aware of Insufficiently Odorised Gas, First Gas will promptly take all reasonable steps to remedy the situation as soon as practicable.
  4. Notwithstanding any other provision of this Agreement, First Gas shall have no liability to the Interconnected Party whatsoever for any Loss incurred by the Interconnected Party arising from the occurrence of Insufficiently Odorised Gas.

## Unodorised Pipeline

* 1. In respect of a Delivery Point on an unodorised pipeline, where it determines that Gas taken from its Pipeline must be odorised, First Gas may elect but shall not be required to be, the Odorisation Facilities owner.
  2. The provisions of *sections 7.1* to *7.4* shall also apply in the circumstances referred to *section 7.5*.
  3. Notwithstanding any other provision of this Agreement, First Gas may cease odorising Gas in any Pipeline or at any Delivery Point on expiry of not less than 18 Months’ written notice to the Interconnected Party and all Shippers.

# health and safety

* 1. Each Party shall, and shall ensure that its personnel shall at or in respect of a Delivery Point:
     1. comply with all applicable Law regarding safety;
     2. comply with its own and other Party’s health and safety plan, as provided to each Party from time to time;
     3. take all practicable steps to identify and eliminate risks to health and safety;
     4. where it is not practical to eliminate a risk to health and safety despite taking all practicable steps, take all practicable steps to minimise such risk;
     5. immediately advise the other Party verbally of any incident affecting, or which may affect, a Delivery Point and which must be reported or notified to the relevant authority pursuant to the relevant Law, and as soon as possible afterwards, provide the other Party with:
        1. written details of the incident;
        2. a copy of any notice given to the relevant authority; and
        3. details of steps taken or to be taken to eliminate or minimise any risk associated with that incident; and
     6. provide all information and assistance reasonably requested by the other Party to ensure that no harm comes to any persons.
  2. For the purpose of this *section 8* “all practicable steps” shall be deemed to have been taken where the relevant Party takes such steps as are required under applicable Law.

# Curtailment

## Adverse Events

* 1. First Gas may, without incurring any liability to the Interconnected Party, curtail its take of Gas (or its ability to take Gas) at a Delivery Point to the extent it determines is necessary, where:
     1. First Gas detects or suspects that an Emergency is occurring or will occur;
     2. a Force Majeure Event has occurred;
     3. the take of Gas is exceeding the Maximum Design Flow Rate; and/or
     4. First Gas considers that the take of Gas is likely to cause the Line Pack in its Pipeline to exceed an acceptable lower limit;
     5. the Allocation Agreement (if any) has expired or been terminated;
     6. First Gas needs to undertake Maintenance or Scheduled Maintenance;
     7. no Shipper is using or is entitled to use that Delivery Point,

provided that First Gas shall, to the extent practicable:

* + 1. notify the Interconnected Party, prior to such curtailment, of the reason for and the likely duration and extent of the curtailment;
    2. minimise the period of curtailment; and
    3. where appropriate or practical, consult with the Interconnected Party regarding the timing of any curtailment so as to minimise the reduction in the Interconnected party’s ability to take Gas.

## Scheduled Maintenance

* 1. Where it intends to carry out Scheduled Maintenance that will curtail the Interconnected Party’s ability to take Gas (but not, for the avoidance of doubt, other Scheduled Maintenance), First Gas shall:
     1. give the Interconnected Party as much notice as it reasonably can, and in any case not less than 30 Days’ notice, prior to commencing such Scheduled Maintenance;
     2. use reasonable endeavours to undertake such Scheduled Maintenance at a time convenient to the Interconnected Party; and
     3. advise the Interconnected Party of the likely duration of the Scheduled Maintenance and the extent of the reduction in the Interconnected party’s ability to take Gas.
  2. Where it intends to carry out Scheduled Maintenance that will reduce its ability to take Gas (but not, for the avoidance of doubt, other Scheduled Maintenance), the Interconnected Party shall:
     1. give First Gas as much notice as it reasonably can prior to commencing such Scheduled Maintenance; and
     2. advise First Gas of the likely duration of the Scheduled Maintenance and the extent of the reduction in its ability to take Gas.
  3. The Interconnected Party shall reasonably assist First Gas’ Scheduled Maintenance by using reasonable endeavours to take Gas in the manner requested by First Gas.

## Operational Flow Order

* 1. If any of the circumstances described in *section 9.1(a)* to *(g)* occur, First Gas may give the Interconnected Party an Operational Flow Order, and the Interconnected Party shall use its best endeavours to comply with that Operational Flow Order in the shortest practicable time consistent with (where relevant) the safe shut down of affected plant. First Gas will minimise the period of curtailment stipulated in an Operational Flow Order to the extent practicable.

## CCM Regulations

* 1. First Gas may instruct the Interconnected Party to curtail its take of Gas (or its ability to take Gas) at a Delivery Point as required to comply with the CCM Regulations, without incurring any liability to the Interconnected Party.

## Failure to Comply

* 1. The Interconnected Party agrees that in the event it fails to comply with an Operational Flow Order:
     1. First Gas may curtail the Interconnected Party’s take of Gas itself; and
     2. the Interconnected Party shall indemnify First Gas for any Loss incurred by First Gas that results from that failure to comply and the limitation set out in *section 16.1* shall not apply in respect of the Interconnected Party’s indemnity.

## Rebate of Fees

* 1. In any case of curtailment under this *section 9,* First Gas shall provide the Interconnected Party with a rebate of the Interconnection Fee at a Delivery Point for the period of such curtailment in proportion to the reduction in, the Interconnected Party’s normal or scheduled take of Gas, except to the extent that the Interconnected Party:
     1. caused or contributed to any event or circumstance giving rise to such curtailment, including in the circumstances referred to in *section 2.11*;
     2. was itself carrying out Maintenance or Scheduled Maintenance during the curtailment that reduced its ability to take Gas; or
     3. failed to comply with an instruction from First Gas given under *section 9.5 or section 9.6*.

# prudential

* 1. At all times during the term of this Agreement and at all times until the Interconnected Party has paid all outstanding amounts and all amounts payable or which may become payable in the Month following expiry or termination of this Agreement, the Interconnected Party must comply, at its election, with one of the following (each individually *Credit Support*):
     1. hold an acceptable credit rating in accordance with *section 10.2*;
     2. arrange for a third party to provide one or a combination of the following securities, for the amount required in accordance with this *section 10*, provided the party providing the security maintains an acceptable credit rating in accordance with *section 10.2*:
        1. an unconditional payment guarantee or letter of credit in favour of First Gas; or
        2. an unconditional third party payment guarantee in favour of First Gas; or
        3. a security bond in favour of First Gas.
  2. For the purposes of *section 10.1*, an acceptable credit rating means a long term credit rating of at least Baa3 (Moody’s Investor Services Inc.), BBB- (Standard & Poors Ratings Group), B (AM Best), B (Fitch) or such other equivalent credit rating or other reference from a reputable person which is reasonably acceptable to First Gas, (including confirmation from an auditor that, in its opinion, the relevant Interconnected Party or third party security provider satisfies the criteria that would be applied in the granting of such a credit rating).
  3. The Interconnected Party or third party security provider (as the case may be) will provide such evidence of the acceptable credit rating (as set out in *section 10.2*), as First Gas may from time to time reasonably require.
  4. The amount which may be payable to First Gas pursuant to any security provided under *section 10.1* shall be First Gas’ reasonable estimate of 3 Months of the Charges (plus GST). Either Party may review such amount from time to time (though not more frequently than quarterly) and require it to be adjusted up or down.
  5. Where it has complied with the requirements of this *section 10*, the Interconnected Party shall as soon as reasonably practicable notify First Gas should any of the following occur:
     1. the Interconnected Party ceases to comply with the requirements of *section 10.1*;
     2. the Interconnected Party believes that its financial position is likely to be materially adversely impaired such that its ability to pay the Charges will be consequently affected; or
     3. a third party security provider (upon which its current satisfaction of the prudential requirements in this *section 10* is dependent) ceases to hold an acceptable credit rating in terms of *section 10.1*.
  6. If the Interconnected Party fails to pay First Gas any amount set out in any invoice issued by First Gas pursuant to this Agreement on the due date for payment (otherwise than for manifest error or as a result of an invoice dispute or dispute) then on the expiry of 5 Days’ prior written notice from First Gas, without limiting any other right First Gas may have under this Agreement, First Gas may:
     1. make a claim under any Credit Support to the extent payment is due and the Interconnected Party shall procure such payment;
     2. require Credit Support from the Interconnected Party, if Credit Support has not already been provided by the Interconnected Party;
     3. require a change to the type of Credit Support provided for the Interconnected Party;
     4. require an increase to the level of Credit Support held for the Interconnected Party.
  7. Where any claim is made under any Credit Support instrument, the Interconnected Party must procure replacement Credit Support within 20 Business Days so that the Credit Support requirements set out in *section 10.1* continue to be met.
  8. Where an Interconnected Party is required to provide new or additional Credit Support, it must do so within 20 Business Days of First Gas’ written request.
  9. If this Agreement is terminated, First Gas will release any associated security to the extent that the Interconnected Party has paid all outstanding amounts under this Agreement.
  10. If required by First Gas in writing, the Interconnected Party will show evidence of comprehensive liability insurance cover with a reputable insurer covering third party property damage and personal liability for which the Interconnected Party may be legally liable under or in relation to this Agreement, up to the Capped Amounts*,* except to the extent that such insurance is not permitted by law.

# fees and charges

## Fees Payable

* 1. The Interconnected Party may request an Additional Delivery Point at any time during the term of this Agreement. The Parties shall enter into an Amending Agreement in respect of that Additional Delivery Point before commencing any work in relation to it.
  2. First Gas shall determine how it will recover its costs to design, construct, operate and maintain any Additional Delivery Point, which may include an Interconnection Fee (and, if applicable, a Termination Fee) payable by the Interconnected Party, determined in accordance with this *section 11*.
  3. If it elects to be the Odorisation Facilities owner in accordance with *section 7.5*, First Gas shall determine how it will recover its costs to design, construct, operate and maintain such facilities and, where that includes an Odorisation Fee (and, if applicable an additional termination fee) payable by the Interconnected Party, First Gas will determine such fee in the manner described in *sections 11.4 to 11.8*. The Odorisation Fee for a Delivery Point shall cease to be payable on expiry of the notice period referred to *section 7.7*, and no Termination Fee shall be payable in respect of the relevant Odorisation Facilities in that event.

## Determination of Fees

* 1. Where it determines that an Interconnection Fee is payable for an Additional Delivery Point, First Gas shall set out provisional Interconnection and Termination Fees in the Amending Agreement to be executed by the Parties. First Gas will determine the provisional fees using the then-current Regulatory Settings and First Gas’ estimate of its cost to design, build, operate and maintain the Additional Delivery Point (*Estimated DP Cost*).
  2. Subject to *sections 11.6* and *11.7*, approximately 4 Months after the Gas-On Date, First Gas shall determine confirmed Interconnection and Termination Fees for each Year until the Expiry Date using the then-current Regulatory Settings and its actual cost to design, build, operate and maintain the Additional Delivery Point (*Actual RP Cost*). First Gas will notify the Interconnected Party of such Actual RP Cost (with reasonable supporting detail) and the confirmed fees for each Year until the Expiry Date, which shall replace the provisional fees set out in the Amending Agreement, in writing as soon as practicable. First Gas shall debit or credit the Interconnected Party (as the case may be) for the difference in the amount paid to that date based on the provisional Interconnection Fee and the amount that would have been paid based on the confirmed Interconnection Fee in First Gas’ next invoice.
  3. On or before 1 October 2022, and every five Years after that until the Expiry Date, First Gas will re-determine the Interconnection Fees and Termination Fees using the then-current Regulatory Settings and the Actual DP Cost for each Year until the Expiry Date (such new fees to be effective from 1 October 2022 and every five Years after that), and shall notify the Interconnected Party of such new fees in writing. No adjustment to any amounts previously paid by the Interconnected Party shall be made as a result of any such re-determination of the Interconnection Fees.
  4. If, pursuant to any request by the Interconnected Party, First Gas agrees to make material modifications (as determined by First Gas) to a Delivery Point after execution of the relevant Amending Agreement, First Gas may re-determine the Interconnection Fees and the Termination Fees to reflect any actual and reasonable costs it incurs in relation to such modifications.
  5. When determining or redetermining any fees pursuant to this *section 11*, First Gas will not include any costs not directly related to the relevant Delivery Point. First Gas will round up all Interconnection Fees and Termination Fees to the nearest dollar per Day.
  6. Interconnected Fees and Odorisation Fees shall be payable Monthly in arrears in accordance with *section 12* from the Gas-on Date until the Expiry Date (inclusive), subject to early termination of this Agreement (in relation to a Delivery Point or in total) pursuantto *section 14.*

# invoicing and payment

## Timing

* 1. First Gas shall invoice the Interconnected Party, on or before:
     1. the 10th Day of each Month for the Charges (if any) and any other amounts (excluding Balancing Gas Charges); and/or
     2. the 14th Day of each Month (or as soon thereafter as is practicable), for the Balancing Charges (if any),

payable under this Agreement in respect of the previous (and any prior) Month, provided that where the Balancing Gas Charges for a Month are less than the Balancing Gas Credits for that Month, First Gas will credit the difference against any Balancing Gas Charges payable the following Month.

## Goods and Services Tax

* 1. All payments under this Agreement are expressed before the calculation of GST, which shall be due and payable at the same time as the payment to which it relates is due (*GST Amount*). Any invoices provided to the Interconnected Party under this *section 12* shall specify the GST Amount and shall comply with the “tax invoice” requirements in the Goods and Services Tax Act 1985.

## Other Taxes

* 1. In addition to the fees, charges and taxes payable pursuant to this Agreement, the Interconnected Party shall pay to First Gas an amount equal to any Tax (including without limitation, any increase of any such Tax) and First Gas will pass any decrease of any such Tax on to the Interconnected Party. If any such Tax is imposed on or incurred by a related company of First Gas (directly or indirectly), only the amount of such Tax properly attributable or related to this Agreement, will be charged to the Interconnected Party pursuant to this *section 12.3*.

## Payment by the Interconnected Party

* 1. Subject to *sections 12.1, 12.5* and *12.6*, the Interconnected Party shall pay to First Gas the aggregate amount stated on each invoice issued under *section 12.1* by direct credit to First Gas’ bank account notified on the invoice by the 20th Day of the Month following the Month in which the invoice is rendered and will immediately notify First Gas of the invoice numbers and the respective amounts to which any payment relates.

## Disputed Invoices

* 1. If the Interconnected Party disputes any invoiced amount under *section 12.1*, the Interconnected Party shall, within 10 Days from the date it received the invoice under *section 12.1*, notify First Gas in writing identifying the amount in dispute together with full reasons for the dispute. The Interconnected Party shall pay the undisputed portion of the invoice under *section 12.4*, and *section 18* shall apply.

## Incorrect Invoices

* 1. If it shall be found at any time that the Interconnected Party has been overcharged or undercharged for any reason whatsoever under this Agreement then, within 30 Days after such error has been discovered and the amount has been agreed to by the Parties or determined pursuant to *section 18*, First Gas shall issue a credit note or debit note (as appropriate) in accordance with the Goods and Services Tax Act 1985. If the Interconnected Party has paid the invoice(s) containing such overcharge or undercharge First Gas will refund or pay the Interconnected Party the amount of any such overcharge or undercharge, as appropriate, provided that there shall be no right to re-open invoices if more than 18 Months has elapsed since the date of the invoice.

## Default Interest

* 1. Where the Interconnected Party defaults without reasonable excuse in the payment on the due date of any fee or other amounts payable to First Gas, then interest shall be payable on the amount unpaid from the due date for payment until the date payment is made, at a rate equal to the Bill Rate plus 5% per annum, calculated on a Daily basis (compounded Monthly).

# ACCESS RIGHTS

## Grant of Rights

* 1. The Interconnected Party grants First Gas a right to access a Delivery Point on the terms set out in this *section* *13* to the extent necessary for First Gas to:
     1. to carry out Maintenance on any First Gas Equipment; and
     2. to exercise any right First Gas may have under this Agreement.

## Exercise of Rights

* 1. The following procedures apply to the exercise of the rights of access conferred by *section 13.1*:
     1. only “Approved Persons” may enter a Delivery Point, where Approved Persons means those of the Interconnected Party’s officers, agents, employees and contractors (including subcontractors) who are certified by virtue of completing the set of competency requirements created by the Gas Association of New Zealand and authorised by both First Gas and the Interconnected Party to carry out the particular work on or in relation to the First Gas Equipment;
     2. the Interconnected Party will take all reasonable steps to ensure that its Approved Persons cause as little inconvenience to First Gas as is reasonably practicable and comply at all times with First Gas’ standard safety, environmental and security policies and procedures, as notified to the Interconnected Party’s in writing from time to time;
     3. the Interconnected Party must obtain a Work Permit from First Gas before any Approved Persons enters a Delivery Point to carry out any hot work, electrical work or excavation. The Interconnected Party is not required to obtain a Work Permit to enter a Delivery Point to carry out general Maintenance or operational checks of any the Interconnected Party Equipment;
     4. the Interconnected Party will give First Gas at least 48 hours’ written notice of its requirement for a Work Permit, and specify why it requires access to a Delivery Point. First Gas shall not unreasonably withhold or delay its consent to any request for a Work Permit;
     5. First Gas may withdraw or suspend the right of access of any Approved Person for any failure by that person to comply with the performance requirements referred to in *section 13.2(b)*;
     6. where relevant a Delivery Point will be dual locked so that each of First Gas and the Interconnected Party can access it without requiring a key for the other Party’s lock;
     7. except where a First Gas representative is present, Approved Persons shall notify First Gas both when they enter and leave a Delivery Point;
     8. First Gas may temporarily withdraw or suspend any Approved Person’s access to a Delivery Point at any time and without notice during an Emergency (including when undertaking Maintenance required due to an Emergency) and/or Critical Contingency; and
     9. notwithstanding any other provision of this *section 13.2*, to respond to an Emergency the Interconnected Party will not be required to give First Gas prior written notice or obtain a Work Permit before entering a Delivery Point.

# term and TERMINATION

* 1. This Agreement will commence on the later of [ ] and the date it is signed by both Parties (*Commencement Date*).
  2. This Agreement will expire on the earlier of:
     1. 30 September [ ]; or
     2. in respect of an individual Delivery Point, the date determined pursuant to *section 14.3* or *section 14.5,* or the date on which the relevant Lease (if any) expires or is terminated*,*

(*Expiry Date).*

## Early Termination of Delivery Point

* 1. The Interconnected Party may terminate this Agreement in respect of a particular Delivery Point at the end of any Year provided that the Interconnected Party:
     1. notifies First Gas in writing not later than 1 December in that Year; and
     2. pays First Gas, prior to the end of that Year:
        1. the Interconnection Fee (if any) and the Odorisation Fee (if any) for the remainder of the current Year in accordance with this Agreement; and
        2. the Termination Fee (if any),

whereupon the relevant page of Schedule One shall be deemed to be deleted.

## Termination for cause

* 1. Either party may terminate this Agreement immediately on notice in writing to the other Party specifying the cause, if:
     1. the other Party defaults in the performance of any material covenants or obligations imposed upon it by this Agreement and has not remedied that default within 30 Days of notice from the terminating party; or
     2. a resolution is passed or an order made by a court for the liquidation of the other Party, except for the purposes of solvent reconstruction or amalgamation; or
     3. the other Party makes or enters into or endeavours to make or enter into any composition, assignment or other arrangement with or for the benefit of that Party’s creditors; or
     4. a Force Majeure Event occurs such that other Party could not reasonably be expected to be in a position to perform its obligations under this Agreement within one Year.

## Termination for no usage

* 1. First Gas may terminate this Agreement in respect of a Delivery Point by written notice to the Interconnected Party with immediate effect if:
     1. the Interconnected Party does not commence taking Gas at that Delivery Point within 6 Months of the Gas-on Date or, at any time after the Gas-on Date fails to take Gas for a continuous period of 12 Months or more; or
     2. First Gas’ total transmission charges from shipping Gas from that Delivery Point in the preceding 12 Months were less than $10,000.

## Consequences of termination

* 1. Where First Gas is the terminating Party, it may:
     1. isolate its Pipeline from the Interconnected Party’s Pipeline;
     2. remove any or all First Gas Equipment, including Odorisation Facilities (if any);
     3. require the Interconnected Party to disconnect its Pipeline from First Gas’ Pipeline and (where relevant) remove any of its Equipment from First Gas’ property, for the purposes of which *section 13* shall apply; and
     4. where First Gas has terminated due to the Interconnected Party’s default, the Interconnected Party will pay in respect of each Delivery Point the amounts referred to in *section 14.3(b)*, as calculated by First Gas.
  2. Where the Interconnected Party is the terminating Party, it may:
     1. isolate its Pipeline from First Gas’ Pipeline;
     2. require First Gas to disconnect its Pipeline from the Interconnected Party’s Pipeline and (where relevant) remove any of its Equipment from the Interconnected Party’s property,

for the purposes of which *section 13* shall apply.

* 1. The provisions of this Agreementshall continue in effect after expiry or termination of this Agreement to the extent they relate to any event or circumstance that occurred prior to the date of such termination.

## Effects of Termination

* 1. The termination rights set out in this *section 14* shall be in addition to and not in substitution for, any other rights and remedies available to the Parties, whether at law, at equity, or otherwise.
  2. Termination or expiry of this Agreement shall be without prejudice to any rights or obligations of the Parties that exist prior to termination.

# FORCE MAJEURE

* 1. Notwithstanding the other provisions of this Agreement, but subject to s*ection 15.2*, a Party shall be relieved from liability under this Agreement to the extent that a Force Majeure Event results in or causes a failure by that Party in the performance of any obligations imposed on it by this Agreement.
  2. Notwithstanding *section 15.1*, a Force Majeure Event shall not relieve a Party from liability:
     1. to pay money due under this Agreement; or
     2. to give any notice required to be given pursuant to this Agreement (other than a notice via OATIS where OATIS is affected by such Force Majeure Event),

provided that the Interconnected Party shall be relieved of its obligation to pay the relevant Interconnection Fee and the Odorisation Fee (if any) that that affects that Delivery Point, to a level which First Gas determines is proportionate with the duration and extent of the Force Majeure Event.

* 1. If either Party seeks relief under *section* *15.1*, that Party shall, upon the occurrence of any such failure due to a Force Majeure Event:
     1. as soon as reasonably practicable but in any event within 48 hours give notice to the other Party of the occurrence of the event or circumstance claimed to be a Force Majeure Event and provide to the other Party full particulars relating to the event or circumstance and the cause of such failure. Such notice shall also contain an estimate of the period of time required to remedy such failure;
     2. render the other Party reasonable opportunity and assistance to examine and investigate the event or circumstance and the matters which caused the event or circumstance and failure;
     3. as quickly as reasonably practicable, use due diligence and take all reasonable steps which may be necessary to rectify, remedy, shorten or mitigate the circumstances giving rise to Force Majeure Event so as to minimise any Loss or other effects of the suspension of obligations suffered or incurred, or likely to be suffered or incurred by the Party; and
     4. give notice as soon as reasonably practicable, but in any event within 48 hours to the other Party upon termination of the Force Majeure Event.
  2. A Party will not be able to claim relief from liability under *section 15.1* solely as a result of the act or omission of any agent or contractor of that Party, unless such act or omission is caused by or results from events and/or circumstances which would be a Force Majeure Event if such person were the Party.
  3. For the avoidance of doubt, the Interconnected Party will not be able to claim relief from liability under *section 15.1* solely as a result of the suspended performance, or non-performance, of the obligations of any Shipper using a Delivery Point, only to the extent that such suspended performance, or non-performance of that Shipper’s obligations relates to that Delivery Point.

## Information

* 1. On becoming aware of any serious prospect of a forthcoming Force Majeure Event, the Interconnected Party must notify First Gas as soon as practicable of the particulars of which it is aware.
  2. The Interconnected Party shall, as soon as practicable after the occurrence of any Force Majeure Event, provide First Gas with a full report on the details of such event, its causes, its effects on the Interconnected Party and the actions taken by the Interconnected Party to rectify, remedy, shorten or mitigate the event or circumstance which gave rise to the Force Majeure Event. First Gas will publish such report [on OATIS].

# LIABILITIES

## Exclusion from a Party’s Liability

* 1. Subject to any further limitations contained in this *section 16*,a Party (*Liable Party*) will not be liable to the other Party (*Other Party*) in respect of any Loss suffered or incurred by that Other Party that arises out of or in connection with this Agreement (in contract, tort or generally at common law, equity or otherwise), except to the extent that such Loss arose from an act or omission of the Liable Party that constituted a failure by it to comply with a provision of this Agreement to the standard of a Reasonable and Prudent Operator. The Liable Party shall only be liable to the Other Party to the extent that the Other Party did not cause or contribute to such Loss (in whole or in part) through breach of this Agreement. The Liable Party shall not be liable to the extent that the Other Party has not mitigated its Loss to the fullest extent reasonably practicable.

## Limitation of a Party’s Liability

* 1. If the Liable Party is liable to the Other Party in respect of any Loss suffered or incurred by that Other Party that arises out of or in connection with this Agreement (in contract, tort or generally at common law, equity or otherwise), other than for payment of amounts due pursuant to *section 12*), the Liable Party will only be liable for direct Loss suffered or incurred by the Other Party excluding (and the Liable Party shall not be liable for):
     1. any loss of use, revenue, profit or savings by the Other Party;
     2. the amount of any damages awarded against the Other Party in favour of a third party; and
     3. the amount of any money paid by the Other Party by way of settlement to a third party.
  2. The Liable Party shall in no circumstances be liable for any indirect or consequential Loss arising under or in connection with this Agreement, whether or not the Loss was, or ought to have been, known by the Liable Party.

## Capped Liability

* 1. Subject to *section 16.5,* the maximum liability of a Party to the Other Party under this Agreement will be the same as the liability of a Shipper to First Gas and the liability of First Gas to a Shipper under the Code (the *Capped Amounts*).

## Liability where First Gas is the Liable Party under multiple agreements

* 1. Where:
     1. First Gas is the Liable Party; and
     2. First Gas’ liability is wholly or partially caused or contributed to by a breach of any other interconnection agreement and/or TSA and/or a Supplementary Agreement by one or more third parties (*Liable Third Parties*), and First Gas recovers (using all reasonable endeavours to pursue and seek recovery of such amounts) any amount from those Liable Third Parties in respect of that breach,

then First Gas’ liability shall be limited to the aggregate of the amount so recovered plus any First Gas-caused liability (where the First Gas-caused liability is any amount for which First Gas is liable as a result of failing to comply with the provisions of the Agreement to the standard of a Reasonable and Prudent Operator, which in any event shall be limited to the Capped Amounts).

* 1. Where:
     1. First Gas is the Liable Party;
     2. First Gas is liable to the Interconnected Party and/or one or more third parties under any other interconnection agreement, any TSA and/or any Supplementary Agreement (each such agreement being a *Coincident Agreement*); and
     3. the sum of First Gas’ liability to the Interconnected Party and to any and all third parties before the application of any monetary caps (*the Apparent Liability*) exceeds the relevant Capped Amount,

then the maximum liability of First Gas to the Interconnected Party under this Agreement and/or all Coincident Agreements shall be reduced to an amount determined and notified to the Interconnected Party by First Gas (acting reasonably), which amount shall reflect the proportion that First Gas’ liability to the Interconnected Party bears to the Apparent Liability taking into account any differences between the respective monetary caps under this Agreement and/or all Coincident Agreements. For the avoidance of doubt, First Gas’ aggregated liability to the Interconnected Party together with its liability under all Coincident Agreements shall not exceed the Capped Amount.

* 1. Where the Interconnected Party is the Liable Party and is liable to First Gas under any Coincident Agreement, the maximum liability of the Interconnected Party to First Gas under this Agreement and/or all Coincident Agreements shall not exceed the Capped Amount.

## General

* 1. Each limitation or exclusion of this *section* *16* and each protection given to First Gas or the Interconnected Party or its respective officers, employees, or agents by any provision of this *section 16* is to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances and is intended to be for the benefit of and enforceable by each of the Party’s officers, employees, and agents.
  2. Nothing in this Agreement shall limit the right of either Party to enforce the terms of this Agreement by seeking equitable relief, including injunction and specific performance, in addition to all other remedies at law or in equity.
  3. Nothing in this *section 16* shall affect any liability a Party may have under the Code.
  4. If required by either Party in writing, the other Party will show evidence of comprehensive liability insurance cover with a reputable insurer covering third party property damage and personal liability for which the other Party may be legally liable under or in relation to this Agreement, up to the Capped Amounts*,* except to the extent that such insurance is not permitted by law.

# regulatory change

* 1. If a Party becomes aware of, or anticipates the introduction of, a Regulatory Change that necessitates a change to this Agreement, that Party may submit a change request requesting one or more such changes (a *Regulatory Change Request*).
  2. Neither Party (*Approving Party*) will withhold approval of any Regulatory Change Request submitted by the other Party, so long as:
     1. the changes requested are reasonably necessary to enable the Party requesting them to comply with the relevant Regulatory Change while continuing to perform its obligations under, and receive the intended benefit of, this Agreement;
     2. the Approving Party is technically and operationally capable of implementing the associated changes;
     3. any costs to be charged to the Interconnected Party under the Regulatory Change Request are reasonable in the circumstances; and
     4. the Regulatory Change Request is otherwise reasonable.
  3. Each Party will use commercially reasonable endeavours to prevent or mitigate (as applicable) the cost and impact of any Regulatory Change for which it seeks a change to this Agreement.

# disputes

* 1. The Parties agree that any dispute of whatever nature arising between the Parties is to be notified in writing by the disputing Party to the other Party (*Dispute Notice*). On receipt of a Dispute Notice, each Party shall use reasonable endeavours to resolve the dispute by discussion, meeting and/or other informal means.
  2. If the dispute is not resolved in accordance with the above process within 15 Business Days of the date of the Dispute Notice, then the Parties shall submit the dispute to arbitration pursuant to the Arbitration Act 1996 (excluding paragraphs 4 and 5 of the Second Schedule to such Act).
  3. The arbitration will be conducted by an arbitrator appointed:
     1. jointly by the Parties; or
     2. if the Parties cannot agree on an arbitrator within 25 Business Days of the date of the Dispute Notice, by the President of the Arbitrators and Mediators’ Institute of New Zealand upon the application of either Party.
  4. Nothing in this *section 18* affects either Party’s right to seek urgent interlocutory relief.

# general AND LEGAL

## Notices

* 1. Subject to *section* *19.2*,all notices and other documents provided under this Agreement must be in writing and shall be deemed served if personally delivered or sent by registered mail or email to:
     1. in the case of First Gas, the contact set out below (or other such contact as First Gas may notify in writing):

Transmission Manager – Commercial  
First Gas Limited  
Level 6, Resimac House

45 Johnston Street  
PO Box 865  
Wellington 6011,

Email: [ ]@firstgas.co.nz; and

* + 1. in the case of the Interconnected Party, the contact set out below (or other such contact as the Interconnected Party may notify to First Gas in writing).

[ ]  
[ ]  
[ ]

[ ]  
[ ]  
[ ],

Email: [ ]@firstgas.co.nz

* 1. A notice sent:
     1. by registered mail shall be deemed served on the earlier of the date of Delivery or on the second Business Day after the same was committed to post;
     2. by email shall (unless the sender receives an automatic response stating that the recipient’s email address does not exist or the email has not been successfully sent):
        1. if sent prior to 4.00 p.m. on any Business Day, be deemed served on that Business Day; or
        2. if sent after 4.00 p.m. on any Business Day, shall be deemed served on the next Business Day.

## Disclosure of Agreement

* 1. The Parties agree that this Agreement is not Confidential Information (as defined in the Code) and that either Party may disclose this Agreement in full to any other person, including (in the case of First Gas) by publishing the Agreement on its website and/or OATIS.

## Waiver

* 1. No failure, delay or indulgence by a Party in exercising any power or right conferred on that Party by this Agreement will operate as a waiver of that power or right.

## Entire Agreement

* 1. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements between the Parties.

## Amendment

* 1. Except as otherwise expressly set out in this Agreement, no variation, modification or waiver of any provision of this Agreement shall be of any force or effect unless it is in writing and signed by both Parties.

## Severability

* 1. If any section or provision of this Agreement shall be held to be illegal or unenforceable by any judgment of any Court or tribunal having competent jurisdiction, that judgment shall not affect the remaining provisions of this Agreement which shall remain in full force and effect as if that illegal or unenforceable section or provision had not been included in this Agreement, but only if severance does not materially affect the purpose of, or frustrate, this Agreement. In that event, the severed section or provision shall be modified to the extent necessary to render it legal, valid and enforceable and to reflect the economic and operational effect of the severed section or provision to the maximum extent practicable.

## Exclusion of Implied Terms

* 1. All terms and conditions relating to this Agreement that are implied by law or custom are excluded to the maximum extent permitted by law.

## Exclusion of Consumer Legislation

* 1. The Parties acknowledge and agree that in relation to this Agreement:
     1. the Parties are in trade and agree to contract out of the provisions of the Consumer Guarantees Act 1993, and it is fair and reasonable to do so; and
     2. the provisions of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 shall not apply to the obligations of the parties under, and that it is fair and reasonable that the Parties contract out of those provisions.

## Contractual Privity

* 1. This Agreement shall not and is not intended to confer any benefit on or create any obligation enforceable at the suit of any person who is not a Party to this Agreement.

## Counterparts

* 1. This Agreement may be executed in two counterparts. Once the Parties have executed the counterparts, and each Party has received a copy of the signed counterpart which that Party did not execute, each counterpart will be deemed to be as valid and binding on the Party executing it as if it had been executed by both Parties.

## Assignment

* 1. Neither Party may assign or transfer any of its rights or obligations under this Agreement unless it has obtained the other Party’s prior written consent, such consent not to be unreasonably withheld or delayed.
  2. Neither Party shall assign or transfer any of its rights and obligations under this Agreement, unless it believes that the assignee is capable of meeting that Party’s obligations under this Agreement.
  3. Where a Party (*Assignor*) assigns or transfers this Agreement, the Assignor shall remain liable to the other Party for the due performance of all obligations under this Agreement as primary obligor and not merely as surety or guarantor only, unless that other Party has given its prior written consent to the release of the assignor from its obligations.
  4. Prior to any assignment or transfer of this Agreement, the Assignor must obtain execution by the assignee of a deed of covenant, in favour of the other Party, binding the assignee to perform all the Assignor’s obligations under this Agreement.
  5. Notwithstanding any assignment, the assignor shall remain liable for any amounts payable by it under this Agreement up to the end of the Month during which the assignment takes effect.

## Governing Law

* 1. This Agreement shall be construed and interpreted in accordance with the law of New Zealand and the Parties submit to the non-exclusive jurisdiction of the New Zealand courts.

# definitions and construction

## Defined Terms

* 1. In this Agreement:

*Accurate* has the meaning set out in the Metering Requirements, and *Accuracy* and *Accurately* shall be construed accordingly;

*Additional Delivery Point* means a Delivery point that:

* + 1. is built after the Commencement Date; or
    2. exists at the Commencement Date but to which First Gas agrees to make material (in the opinion of First Gas) modifications at any later date,

that is incorporated into this Agreement pursuant to an Amending Agreement;

*Agreed Hourly Profile* means a schedule of consecutive Hourly quantities of Gas that may be taken from First Gas’ Pipeline at a Delivery Point for one or more consecutive Days;

*Agreement* means this interconnection agreement for Delivery Points, including the schedules and appendices (if any) annexed;

*Allocation Agreement* means, for a Delivery Point used by more than one Shipper at which Delivery Quantities are not determined under either the DRR or an OBA, an agreement which sets out, among other things, the methodology to be used by the Allocation Agent to apportion the metered quantity of Gas amongst those Shippers to determine their Delivery Quantities;

*Allocation Result* means:

* + 1. for a Delivery Point at which Gas is allocated under the DRR, the same as that term in the DRR; and
    2. for a Delivery Point used by more than one Shipper at which Gas is not allocated under the DRR or an OBA, the Delivery Quantities determined under the relevant Allocation Agreement;

*Amending Agreement* means an agreement, substantially in the form attached at Schedule Three, that provides for an Additional Delivery Point;

*Delivery Point* means a facility referred to in Schedule One at which Gas is taken (or may be taken) from First Gas’ Pipeline into the Interconnected Party’s Pipeline;

*Balancing Charges* means any charges determined by First Gas, and payable by the Interconnected Party (as an OBA Party), pursuant to *section 8 of the Code*;

*Balancing Credits means* any credits determined by First Gas and due to the Interconnected Party pursuant to *section 8* of the Code;

*Bill Rate* means, on any Business Day, the 90-Day Rate published by the Reserve Bank of New Zealand for the weekly period in which the Business Day falls;

*Business Day* means a Day (other than a Saturday, Sunday or a public holiday) on which registered banks are open for business in Wellington and New Plymouth;

*Calorific Value* means the energy content of gas, expressed in units of Megajoules per standard cubic metre;

*Capped Amounts* has the meaning described in *section 16.4*;

*CCM Regulations* means the Gas Governance (Critical Contingency Management) Regulations 2008;

*Charges* means the aggregate charges determined by First Gas from:

* + 1. Interconnection Fees (if any); and
    2. Odorisation Fees (if any),

plus, to the extent the Interconnected Party is an OBA Party:

* + 1. Overrun Charges;
    2. Underrun Charges; and
    3. Hourly Overrun Charges,

payable by the Interconnected Party to First Gas under this Agreement;

*Code* means the Gas Transmission Access Code, as amended or replaced;

*Commencement Date*has the meaning set out in *section 14.1*;

*Critical Contingency* has the meaning given in the CCM Regulations;

*Day* means a period of 24 consecutive hours, beginning at 0000 hours (New Zealand standard time) and *Daily* has a corresponding meaning;

*Delivery Point* means a facility at which Gas is or will be taken (or is or will be made available to be taken) from First Gas’ Pipeline into the Interconnected Party’s Pipeline that complies with the technical requirements in Schedule Two, and includes any Additional Delivery Point, in each case the details of which are set out in Schedule One;

*Delivery Pressure*means the pressure at which Gas is taken, or available to be taken at a Delivery Point;

*Delivery Quantity* means, in respect of a Day and a Shipper, the quantity of a Shipper’s Gas taken from First Gas’ Pipeline at a Delivery Point, as determined in accordance with *section 5*;

*Distribution Network* means a pipeline operating at a pressure of less than 20 bar gauge and designed to convey Gas taken at a Delivery Point to more than one End-user;

*Downstream Reconciliation Rules* or *DRR* means the Gas (Downstream Reconciliation) Rules 2008;

*Emergency* means a state of affairs, or an event or circumstance (or a series of events or circumstances) that a Party determines to be an emergency, irrespective of its cause or whoever may have caused or contributed to that emergency. An Emergency may exist where:

* + 1. either Party’s Pipeline or a Delivery Point experiences a loss of containment of Gas;
    2. a Party reasonably believes that the safe transportation of Gas in its own or the other Party’s Pipeline is significantly at risk;
    3. Gas in either Party’s Pipeline is of such quality as to constitute a hazard to that Pipeline, a Delivery Point or Metering; or
    4. the take of Gas at a Delivery Point exceeds the Maximum Design Flow Rate or the flow rate specified in an Operational Flow Order;

*End-user* means a consumer of Gas;

*Expiry Date* has the meaning set out in *section 14.2*;

*Force Majeure Event* means an event or circumstance beyond the reasonable control of a Party which results in or causes a failure or inability by such Party in the performance of any obligations imposed on it by this Agreement, notwithstanding the exercise by such Party of reasonable care and, subject to the foregoing, shall include any such event or circumstance which causes a Critical Contingency to be determined and/or any action or inaction of a Party necessary to comply with the CCM Regulations which causes a failure or inability of the kind described above;

*Gas* means gas that complies with the Gas Specification;

*Gas Specification* means New Zealand Standard NZS5442:2008: Specification for Reticulated Natural Gas

*Gas-on Date* has the meaning set out in *section 2.8* or *section 2.9*;

*GJ* or *Gigajoule* means a gigajoule of Gas, on a “gross calorific value” basis;

*GST* means Goods and Services Tax payable pursuant to the Goods and Services Tax Act 1985;

*Hazardous* means, in relation to any area or space, any area or space that is hazardous or potentially hazardous in relation to the installation of electrical equipment or facilities, as defined in AS/NZS2430;

*Hour* means a period of 60 consecutive minutes beginning on the hour and *Hourly* shall be construed accordingly;

*Inaccurate* means not Accurate;

*Interconnection Fee* means the fee referred to in Schedule One and determined in accordance with *section 11*;

*Interconnected Party* means the Party named as the Interconnected Party in this Agreement;

*Interconnected Party Equipment* means equipment owned and/or controlled by a Party and located at a Delivery Point, as referred to in Schedule One;

*Interconnection Point* means the point at which the Interconnected Party’s Pipeline physically connects to First Gas’ Pipeline at a Delivery Point, and the demarcation point between the Parties’ respective assets, as set out in Schedule One;

*Law* includes all statutes, regulations, codes of practice and local authority rules;

*Lease* means an agreement between the Parties under which First Gas leases the land on which a Delivery Point is located;

*Loss* means any loss, damage, expense, cost, liability or claim;

*Maintenance* includes any testing, adding to, altering, repairing, replacing, upgrading, inspecting, cleaning, pigging, servicing or removal of (including any works preparatory to any such activity or required to return to service on completion of any such activity) all or any part of:

* + 1. a Delivery Point, Metering or Equipment;
    2. Odorisation Facilities (if any); or
    3. First Gas’ or the Interconnected Party’s Pipeline;

*MAOP* means maximum allowable operating pressure;

*Maximum Design Flow Rate* means the maximum flow rate of Gas that a Delivery Point and Metering are designed to have flow through them and, in the case of Metering Accurately measure, as set out in Schedule One;

*Metering* means First Gas’ equipment at the location set out in Schedule One and complying with the Metering Requirements which measures the quantities of Gas taken from First Gas’ Pipeline at a Delivery Point;

*Metering Requirements* means First Gas’ document entitled “Metering Requirements for Delivery Points and Delivery Points” posted on OATIS;

*Minimum Design Flow Rate* means the minimum flow rate of Gas that a Delivery Point and Metering are designed to have flow through them and, in the case of Metering Accurately measure, as set out in Schedule One;

*Month* means the period beginning at 0000 hours on the first Day of a calendar month and ending at 0000 hours on the first Day of the next calendar month, and *Monthly* shall be read accordingly;

*Nominal Delivery Pressure* means the setting of the active pressure regulator in the working pressure control stream at a Delivery Point;

*Nominated Quantity* means, in respect of a Day and a Delivery Point at which an OBA applies, the quantity of a Shipper’s Gas that a Shipper agrees the Interconnected Party may take from First Gas’ Pipeline, which, to the extent that the Interconnected Party and First Gas each approve such Nominated Quantity in accordance with the Code, shall be that Shipper’s Delivery Quantity:

*Non-Specification Gas* means gas that is not Gas;

*OATIS*means First Gas’ internet-based open access transmission information system, whose homepage is located at http://www.oatis.co.nz (or such other homepage as First Gas may notify to the Interconnected Party in writing from time to time), or any replacement system;

*Odorisation Facilities* means all equipment and facilities used to odorise Gas taken from First Gas’ Pipeline at a Delivery Point;

*Odorisation Fee* means the fee referred to in Schedule One and determined in accordance with *section 11*;

*Operational Balancing Agreement* or *OBA* has the meaning set out in the Code;

*Operational Flow Order* means a notice issued pursuant to*section 9.3* requiring the Interconnected Party to immediately curtail its take of Gas at a Delivery Point;

*Overrun Charge* means the charge determined by First Gas, and payable by the Interconnected Party in respect of any Delivery Point at which an OBA applies, pursuant to *section 11 of the Code*;

*Party* means each of First Gas and the Interconnected Party and *Parties* means them collectively;

*Pipeline* means:

* + 1. in relation to First Gas, that part of the high-pressure Gas Transmission System owned and operated by First Gas to which a Delivery Point is connected; and
    2. in relation to the Interconnected Party, any pipeline owned and/or controlled by the Interconnected Party that is connected to First Gas’ Pipeline at a Delivery Point and which:
       1. conveys Gas taken at a Delivery Point to an End-user; or
       2. is a Distribution Network (or part thereof);

*Pressure Control Settings* means the set-points of, respectively, the active regulator(s), monitor regulator(s), pressure relief valve(s) and slam-shut valve(s) at a Delivery Point, as set out in Schedule One;

*Reasonable and Prudent Operator* means, in relation to the performance of obligations under this Agreement:

(a) for First Gas, an operator of a high-pressure gas Transmission System whose standard of performance is equal to, or better than, good high-pressure gas Transmission System operating practice as determined by reference to proper and prudent practices recognised internationally as applying to the operation of such systems; and

* + 1. for the Interconnected Party, an operator of (as the case may be) high-pressure pipelines, pipelines and Distribution Networks whose standard of performance in relation to such is equal to, or better than, good operating practice as determined by reference to proper and prudent practice recognised internationally as applying to the operation of such high-pressure pipelines, pipelines and Distribution Networks;

*Regulatory Change* means the enactment or variation (including through a change in the previously settled interpretation) of any law, regulation or mandatory industry standard;

*Regulatory Change Request* has the meaning given to that term in *section 17.1*;

*Regulatory Settings* means inputs relating to First Gas’ allowable return on investment as determined by the Commerce Commission from time to time, including weighted average cost of capital, leverage, cost of debt and asset life;

*Remote Monitoring Equipment* has the meaning set out in *paragraph 1.3* of Schedule Two;

*Scheduled Quantity* means that part of the aggregate of Shippers’ Nominated Quantities at a Delivery Point for a Day approved by the Interconnected Party (as the OBA Party) that First Gas also approves in accordance with sec*tion 4* of the Code;

*Scheduled Maintenance* means Maintenance planned and scheduled ahead of time by the Party undertaking it;

*Shipper* has the meaning set out in the Code;

*Supplementary Agreement* has the meaning set out in the Code;

*Tax* means any present, new or changed tax, duty, impost, levy or charge (excluding income tax) directly or indirectly imposed from time to time by the Government, any other regulatory authority or other body whether before or after the Commencement Date, on or incurred by First Gas (or any of its related companies) directly in respect of the supplies under this Agreement;

*Termination Fee* means, in respect of a Delivery Point where an Interconnection Fee is payable, the amount that represents the cost to First Gas of that Delivery Point that remains to be recovered at the end of any Year, as determined by First Gas;

*TSA or Transmission Services Agreement* has the meaning set out in the Code;

*Underrun Charges* means any charges determined by First Gas, and payable by the Interconnected Party in respect of any Delivery Point at which an OBA applies, pursuant to *section 11 of the Code*;

*Work Permit* means the relevant permit issued by First Gas to the Interconnected Party, under First Gas’ “Permit to Work Procedure”, allowing the Interconnected Party to carry out work on the Interconnected Party Equipment (if any) at a Delivery Point; and

*Year* means a period of 365 (or 366 in a leap Year) consecutive Days commencing at 0000 hours on the 1st Day of October in each Year and ending at 2400 hours on the 30th Day of September in the following Year provided that the first Year shall be the broken period from 0000 hours on the Commencement Date, or Gas-on Date (if not 1 October) to 2400 hours on 30th September immediately following the Commencement Date or Gas-on Date.

## Construction

* 1. In this Agreement, unless the context otherwise requires:
     1. “curtail” includes to reduce, either partly or to zero;
     2. any reference to a "quantity of Gas” is a reference to the energy equivalent of Gas (expressed in GJ) unless otherwise stated;
     3. “scm” is a reference to a standard cubic metre, which means a cubic metre of gas at New Zealand gas industry standard conditions of temperature and pressure, currently 15 degrees Celsius and 1.01325 bar absolute;
     4. “take” includes to cause or allow Gas to flow from the Transmission System at a Delivery Point, and other grammatical forms of “take” shall be construed accordingly;
     5. all sections of this Agreement apply to Non-Specification Gas;
     6. headings are for ease of reference only and shall not form any part of the context or affect the interpretation of this Agreement;
     7. words importing persons shall include corporations, limited liability companies, governments or agencies of a state, partnerships and unincorporated associations;
     8. a reference to any enactment, regulation, New Zealand Standard or any section of the Code, is a reference to that enactment, regulation, New Zealand Standard or section as amended or substituted from time to time;
     9. references to a document includes all amendments of, supplements to or replacements of such document;
     10. references to a Party includes its respective successors and permitted assignees;
     11. the singular includes the plural and vice versa;
     12. any derivation of a defined term or word shall have a corresponding meaning;
     13. any reference to any person doing any specific thing includes that party doing (or having the right or ability to do that thing) from time to time, unless specified otherwise;
     14. any reference to a prohibition against doing something is to be regarded as including a reference to not permitting, suffering or causing that thing to be done;
     15. any reference to a range of sections is inclusive of the first and last sections referenced;
     16. all references to any time of the Day shall, unless expressly referring to New Zealand standard time (that is, GMT + 1200 hours), be references to New Zealand statutory time (that is, including adjustments for New Zealand daylight savings time; and
     17. any reference to “includes”, “including” or similar shall imply no limitation; and
     18. any reference to “law” includes all statutes, regulations, codes of practice and local authority rules.

**EXECUTION:**

|  |  |
| --- | --- |
| **First Gas Limited** by: | **[ ] Limited** by: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory |

# 

# schedule one: Delivery Point details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Delivery Point** | | **[name] (alpha-numeric ID)** | | |
| **Address** | |  | | |
| **Status as at Commencement Date** | | Existing | | |
| **Interconnection Fee** | | Determined by First Gas in accordance with *section 11* | | |
| **Termination Fee** | | Determined by First Gas in accordance with *section 11* | | |
| **Metering Location** | | At the Delivery Point | | |
| **Maximum Design Flow Rate** | | [ ] scm/hour | | |
| **Minimum Design Flow Rate** | | [ ] scm/hour | | |
| **Delivery Pressure** | | Controlled / Uncontrolled | | |
| **Pressure Control Settings:** | |  | | |
|  | **Active** | **Monitor** | **Relief** | **Slam-shut** |
| Working Stream, bar g |  |  |  |  |
| Standby Stream, bar g |  |  |  |  |
| **Maximum Delivery Pressure** | | [ ] bar g (including allowable over-pressure) | | |
| **Gas Heating Required:** | | Yes | | |
| **MAOP of First Gas’ Pipeline** | | [ ] bar g | | |
| **MAOP of Interconnected Party’s Pipeline** | | [ ] bar g | | |
| **Delivery Point Owner** | | First Gas | | |
| **Delivery Point Land Tenure** | | [First Gas freehold / Lease] | | |
| **Interconnection Point** | | [The outlet flange of the valve designated HV-XXXX on First Gas’ [ ] Flowsheet - Piping & Instrument Diagram number [XXXXXX-AAAA-NNN-TT]] | | |
| **Interconnected Party Equipment** | |  | | |
| **Odorisation Status of First Gas’ Pipeline** | | Odorised / Unodorised | | |
| **Odorisation Fee** | | Determined by First Gas in accordance with *section 11* | | |

# schedule two: technical requirements

* 1. The design, construction, commissioning, operation and maintenance of each Delivery Point (including any Interconnected Party Equipment) shall conform with good gas industry engineering practice and comply with the requirements of recognised and applicable standards as well as all current and relevant laws, including:

(a) AS 2885.1: 2007 Pipelines - Gas and Liquid Petroleum, Part 1: Design and Construction;

(b) Gas Act 1992 and the Gas Regulations;

(c) Health and Safety at Work Act 2015;

(d) Health and Safety in Employment (Pipelines) Regulations;

(e) Resource Management Act 1991;

(f) Electrical (Safety) Regulations;

(g) AS/NZS 3000 – Wiring Rules;

(h) AS/NZS 60079.14 - Explosive Atmospheres: Electrical Installations, Design Selection and Erection; and

(i) mandatory Codes of Practice and Standards associated with any of the above.

* 1. Each Delivery Point must incorporate:
     1. appropriate security fencing to reasonably prevent unauthorised access;
     2. adequate means of access and egress for vehicles and personnel;
     3. adequate space to accommodate and permit the safe operation and maintenance of all equipment and structures;
     4. Metering;
     5. clear signs indicating Hazardous areas, and restricted access areas;
     6. only electrical equipment that complies with the NZ Electricity Act and Regulations;
     7. an above-ground isolation valve to allow First Gas to securely and safely isolate its Pipeline from the Interconnected Party’s Pipeline;
     8. suitable bonding of above-ground piping and associated metallic structures to ensure the electrical continuity of such piping and structures, and a suitable earth bed to which such piping and structures are connected;
     9. means to electrically isolate the Delivery Point from the Interconnected Party’s Pipeline, as well as a suitable surge diverter installed across each such isolating device;
     10. equipment to reasonably prevent any solid or liquid contaminants from affecting meters or other sensitive equipment or reaching the Interconnected Party’s Pipeline;
     11. a flow-restriction device (sonic nozzle or restriction orifice plate) to prevent over-speeding of any meter;
     12. a check (non-return) valve to prevent reverse flow through any meter where First Gas considers that could otherwise occur.
  2. At each Delivery Point there shall be equipment to enable First Gas to remotely monitor that Delivery Point and Metering, retrieve data and other information and (if required) control any of its equipment. Such equipment may at First Gas’ discretion include a remote terminal unit for First Gas’ SCADA (“Supervisory, Control and Data Acquisition”) system, radio or other communications equipment, and related ancillary equipment (together, *Remote Monitoring Equipment*).
  3. There must be a secure, weather-proof, vermin-proof and adequately ventilated shelter or building, located in a non-Hazardous area, to house all First Gas equipment which First Gas considers requires such protection.
  4. Where the Delivery Pressure is Controlled, a Delivery Point shall incorporate equipment in accordance with *paragraph 1.6* for that purpose and to prevent over-pressurisation of the Interconnected Party’s Pipeline. Unless the Parties agree otherwise, such equipment shall comprise independent “working” and “standby” pressure control streams, where both streams shall comprise:
     1. primary means of pressure control; and
     2. means of over-pressure protection that is separate and independent and which shall operate in the event that the primary means of pressure control fails.
  5. Pursuant to *paragraph 1.5*, unless the Parties agree otherwise in writing:
     1. the primary means of pressure control shall comprise an active regulator in both the working stream and the standby stream; and
     2. the means of over-pressure protection shall comprise:
        1. a monitor regulator in both the working stream and the standby stream; and
        2. a small-capacity (“token”) pressure relief valve sized for leakage past the active and monitor regulators when the same are in the closed (“no flow”) position; or
        3. a slam-shut valve; or
        4. all of (i), (ii) and (iii).
  6. Subject to *paragraph 1.8*, where the Delivery Pressure is Controlled, a Delivery Point shall incorporate heating equipment sufficient to ensure that, in respect of its temperature, gas complies with the Gas Specification at the Interconnection Point. Unless the Parties agree otherwise, First Gas shall not be required to install secondary heating equipment to maintain the temperature of gas in the event that the primary heating equipment fails or is out of service for any reason.
  7. First Gas may elect not to install (or may remove existing) heating equipment at a Delivery Point where it reasonably believes that gas will be Gas at the Interconnection Point without such equipment.
  8. Where required to operate the Metering, Remote Monitoring Equipment and/or other critical equipment, an external supply of electricity (*Mains Supply*) shall be provided to a Delivery Point. An uninterruptible power supply (*UPS*) shall also be installed, incorporating batteries with sufficient storage capacity to supply the normal electricity requirements of all critical equipment for not less than four hours if the Mains Supply fails.
  9. First Gas may install means to remotely control the flow of Gas at a Delivery Point.

# SCHEDULE three: amending agreement

**PARTIES:**

**First Gas Limited** (*First Gas*)

**[ ] Limited** (*the Interconnected Party*)

**BACKGROUND:**

1. First Gas and the Interconnected Party are party to an Interconnection Agreement for Delivery Points dated [ ] as amended by an Amending Agreement dated [ ] (the *ICA*).
2. The Parties wish to amend the ICA as set out in this Amending Agreement.

**THE PARTIES AGREE** as follows:

## Unless the context otherwise requires, *sections 20.1* (Definitions) and *20.2* (Interpretation) of the ICA apply in respect of this Amending Agreement.

## With effect from the date this Amending Agreement is signed by both Parties, the Additional Delivery Point referred to in the schedule to this Amending Agreement shall be incorporated into the ICA and such schedule will be added to Schedule One of the ICA.

## Except as set out in this Amending Agreement, the ICA remains in full force and effect.

## 

**EXECUTION**:

|  |  |
| --- | --- |
| **First Gas Limited** by:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory | **[ ] Limited** by:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of authorised signatory  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of authorised signatory |

**Schedule to Amending Agreement**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Delivery Point** | | **[name] (alpha-numeric)** | | |
| **Address** | |  | | |
| **Metering Location** | | At the Delivery Point | | |
| **Maximum Design Flow Rate** | | [ ] scm/hour | | |
| **Minimum Design Flow Rate** | | [ ] scm/hour | | |
| **Delivery Pressure** | | Controlled / Uncontrolled | | |
| **Pressure Control Settings:** | |  | | |
|  | **Active** | **Monitor** | **Relief** | **Slam-shut** |
| Working Stream, bar g |  |  |  |  |
| Standby Stream, bar g |  |  |  |  |
| **Maximum Delivery Pressure** | | [ ] bar g (incl. allowable over-pressure) | | |
| **Gas Heating Required:** | | Yes | | |
| **MAOP of First Gas’ Pipeline** | | [ ] bar g | | |
| **MAOP of Interconnected Party’s Pipeline** | | [ ] bar g | | |
| **Delivery Point Owner** | | First Gas | | |
| **Delivery Point Land Tenure** | | [First Gas freehold / Lease] | | |
| **Interconnection Point** | | [The outlet flange of the valve designated HV-XXXX on First Gas’ [ ] Flowsheet - Piping & Instrument Diagram number [XXXXXX-AAAA-NNN-TT]] | | |
| **Interconnected Party Equipment** | |  | | |
| **Odorisation Status of First Gas’ Pipeline** | | Odorised / Unodorised | | |

**Provisional Fees Payable by the Interconnected Party**

|  |  |  |  |
| --- | --- | --- | --- |
| **Year Ending 30 September:** | **Interconnection Fee (dollars/Day)** | **Odorisation Fee (dollars/Day)** | **Termination Fee (dollars)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |