



Interconnection Policy – BassGas Pipeline

Beach Energy (Operations) Limited (ABN 66 007 845 338) as agent for and on behalf of the BassGas Joint Venture Parties

Effective Date: 22 December 2023

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1. Introduction

1.1 Interpretation

1. Capitalised terms in this document have the meanings given:
 - a. in the table below; or
 - b. if not appearing in that table, in the NGL or NGR.

Term	Meaning
BassGas Joint Venture	The unincorporated joint venture between the BassGas Joint Venture Parties in relation to Production Licence T/L1 issued under the Victorian Pipelines Act 2005 and associated Pipeline Regulations 2017.
BassGas Joint Venture Parties	The participants from time to time in the BassGas Joint Venture, which, as at the Effective Date, and together with their respective participating interests, are: Beach Energy (Operations) Limited – 72.5% Beach Energy Limited – 11.25% Beach Energy (BassGas) Limited – 5.0% Prize Petroleum International Pte Ltd – 11.25%
BassGas Pipeline	The pipeline system that is operated by Service Provider pursuant to the Licence.
BEOL	Beach Energy (Operations) Limited (ABN 66 007 845 338) as agent for and on behalf of the BassGas Joint Venture Parties.
Connection Agreement	Defined in clause 1.
Effective Date	The date bearing that description on the front cover of this document.
Fees	Defined in clause 6.2.
Interconnection Policy	This document.
Licence	Pipeline Licence No. 244 granted under the (then) <i>Pipelines Act 1967 (Vic)</i> .
NGL	National Gas Law
NGR	National Gas Rules
Proponent	Defined in clause 1.
Website	The website at Bass Pakenham Pipeline Beach Energy

2. Any references in this document to sections of the NGL, or rules or parts of the NGR, are references to the sections, rules or parts as at the Effective Date, and so could potentially change after that date.

1.2 Background and purpose

1. The NGL¹ requires BEOL, as the owner and operator of the BassGas Pipeline, to comply with the Pipeline Interconnection Principles.
2. The Pipeline Interconnection Principles are set out in Part 6 of the NGR. They require BEOL to:
 - a. develop and maintain an interconnection policy that relates to those principles², and
 - b. publish that policy, as part of its User Access Guide³.

¹ NGL, section 136.

² NGR, rule 39(1).

³ NGR, rule 39(3).

3. This document is the interconnection policy that applies to the BassGas Pipeline for the purposes of Part 6 of the NGR.

1.3 Effective Date

This Interconnection Policy is effective on and from the Effective Date.

1.4 Scope

1. This Interconnection Policy applies to any person seeking to connect a facility or a pipeline to the BassGas Pipeline.
2. BEOL may amend or replace this Interconnection Policy from time to time.
3. Any amendment or replacement will take effect when published on the Website (or, if later, on and from the date set out in the amended or replacement Interconnection Policy).
4. Neither the Pipeline Interconnection Principles, nor this Interconnection Policy, limit or derogate from any requirement to gain any permission or authorisation that applies under the NGL or the NGR in relation to making an interconnection with the BassGas Pipeline.

2. Right to interconnect

2.1 Right

1. A person (**Proponent**) has a right to connect a facility or a pipeline to the BassGas Pipeline if the following conditions are met:
 - a. the interconnection is technically feasible and consistent with the safe and reliable operation of the BassGas Pipeline⁴; and
 - b. the Proponent agrees to fund the costs associated with making the interconnection⁵.
2. Having that right does not preclude the possibility of a Proponent reaching an agreement with BEOL to fund an interconnection.
3. In that regard, a Proponent has options⁶ to:
 - a. construct, operate and maintain an interconnection at its own cost (Option A); or
 - b. have BEOL do so (Option B); or
 - c. proceed with a combination of Option A and Option B if both the Proponent and BEOL:
 - i. will own equipment or infrastructure associated with the interconnection; or
 - ii. agree to share the costs and responsibilities associated with the interconnection.

2.2 Standard of interconnection

If a Proponent seeks to develop an interconnection itself, it must⁷:

1. do so in accordance with good industry practice;
2. comply with all standards and legislation that relate to the establishment and ongoing operation of the interconnection; and

⁴ NGR, rule 37(a).

⁵ NGR, rule 37(b).

⁶ NGR, rule 38(1).

⁷ NGR, rule 38(2).

3. comply with all reasonable technical, safety and reliability requirements requested by BEOL (whether they are referenced in this Interconnection Policy or not).

2.3 Feasibility and safe and reliable operation

For clarity, BEOL is entitled to refuse any application made in accordance with this Interconnection Policy if BEOL considers that the requirements described in clause 1.a or 2.2 are not satisfied.

3. Interconnection process

3.1 Content

1. This clause 3:
 - a. describes the interconnection process⁸; and
 - b. sets out the information to be provided by a Proponent seeking to establish an interconnection, and the information that BEOL and the Proponent will then provide to each other in the course of the process associated with establishing an interconnection⁹.
2. However, it is important to be aware that, for a multitude of reasons, the nature and extent of any proposed interconnection will differ from any other interconnection. Such reasons include:
 - a. the nature, size and capacity of the particular facility or pipeline that the Proponent seeks to connect; and
 - b. whether that facility or pipeline is, or is to be, located upstream or downstream of the proposed point of interconnection.
3. Such factors, together with the varying safety and technical requirements that will flow from, or be associated with, such factors, means that the steps in the interconnection process may need to be adjusted slightly on a case by case basis.

3.2 Step 1 – Interconnection Process Summary

1. Contact Pipeline Operator
2. Submit high-level concept details and discuss high-level feasibility
3. Engage in detailed technical feasibility study
4. Pipeline Operator makes connection offer
5. Pipeline Operator and interconnecting party agree to connection offer and enter into necessary documents
6. Conduct stakeholder consultation
7. Pipeline Operator and interconnecting party obtain all necessary stakeholder approvals
8. Construction and commissioning
9. Complete testing and gain final injection approval from Pipeline Operator
10. Maintain operational compliance
11. Comply with ongoing obligations

⁸ As required by NGR, rule 39(2)(b).

⁹ As required by NGR, rule 39(2)(c).

3.3 Step 2 –Initiate Phase

1. This initial phase involves the development of a high-level concept details by the interconnecting party
2. The high-level concept must include the details set out below;

3.3.1 Details

- Proponents contact details;
- Project location;
- Proposed interconnecting location;
- Source of input (e.g. type Sales gas, Hydrogen blend or biogas);
- Relevant technology used;
- Concept level capital and operating costs; and
- Expected flow rate

In addition, the Proponent should advise BEOL regarding its preferred option in accordance with rule 38 of the NGR:

- whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (Option A) or
- have BEOL do so (Option B) or
- Some combination of Options A and B

3.4 Step 3 – Initial Enquiry

1. Submit to BEOL via email alongside the high-level concept developed in clause 3.3 to Beach's Commercial Manager (Vic) at the following email address: commercial@beachenergy.com.au
2. Following receipt of the enquiry, a technical evaluation will be performed by BEOL to assess viability of the proposed interconnection.
3. If BEOL will incur a charge to undertake a high-level technical evaluation, BEOL may advise the Proponent of such charge(s) and require the Proponent to reimburse BEOL for costs incurred.
4. At the conclusion of the high-level technical evaluation, BEOL will provide the Proponent with a formal response and advise the Proponent of any potential issues.
5. It is anticipated that the high-level technical analysis can take up to 90 days.

3.5 Step 4 – Assess / Select Phase

1. As part of this phase the interconnecting party must engage with BEOL to complete a detailed feasibility analysis. Cost associated with the feasibility analysis will be fully funded by the Proponent.
2. The feasibility analysis will provide the Proponent with more in-depth information in relation to the following matters (as relevant):
 - a. Proposed interconnecting options
 - b. Pipeline capacity flows and constraints
 - c. Indication of costs to carry out the pipeline modifications and connection

- d. Indication of costs to design, procure, fabricate, and install the injection facility
 - e. Plant and equipment required
 - f. Details of proposed site
 - g. Gas Quality risk assessment
 - h. Injection Constraints, Injection pressure etc
3. Once the Proponent is satisfied with the content of the feasibility analysis, they must advise BEOL if they intend on proceeding with the interconnection.
 4. Following the feasibility analysis, the Proponent must commence a detailed front end engineering design (FEED study).
 5. At the conclusion of the Assess Phase, the Proponent shall nominate for the purposes of rule 38 of the NGR:
 - a. whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (Option A) or
 - b. have BEOL do so (Option B) or
 - c. Some combination of Options A and B.
 6. It is anticipated that the Assess Phase can take between **6-12 months**.

3.6 Step 5 – Define Phase

1. Following the Assess/ Select Phase, should the Proponent proceed with the interconnection, the Proponent in conjunction with BEOL must engage external stakeholders, including local regulators in relations to the proposed interconnection.
2. The Proponent must then complete a detailed engineering design. BEOL will take part in safety and technical reviews, and Process Hazard Analysis associated with the interconnection. In the event that BEOL incurs any costs in participating in these review processes, BEOL will be reimbursed by the Proponent.
3. The Proponent must procure any land access required to facilitate the interconnection and undertake any on-going operation and maintenance of the connected facility or any required mains extensions. Furthermore, land access arrangements with BEOL must be properly established.

3.7 Step 6 – Execute Phase

1. If the Proponent wishes to proceed with the interconnection and has obtained all required regulatory approvals to do so, the Proponent must confirm via formal letter to BEOL of its intention to proceed. Any evidence requested by BEOL in accordance with step 7 will need to be supplied. BEOL will provide the necessary legal agreements (and any others that may be required, to be determined on a case by case basis) as soon as reasonably practicable.
2. It is anticipated that the interconnection offer will include information pertaining to each party's roles and responsibilities, notice of any further design work required, options for Pipeline Operator led or Proponent led construction, installation, testing and commissioning processes.
3. Construction activities can only commence once a License to Construct is granted from the relevant regulatory body and approvals from BEOL has been granted.

4. Construction and commissioning will be undertaken by the responsible party, as designated in the connection offer.

3.8 Step 7 – Operations Phase (in accordance with the Connection Agreement)

1. Prior to commencing operations, a Licence to Operate needs to be obtained from the relevant regulatory body. Furthermore, BEOL will undertake a pre-operations assurance process. The Proponent will be required to assist and cooperate with BEOL to undertake this assurance process, and provide any information reasonably requested by BEOL for these purposes.
2. The Proponent will need to provide quality documents and the results of on-site testing of the connected facility and associated equipment, to demonstrate that it has been fabricated, installed correctly and it is fit for purpose.
3. BEOL will verify the on-site test results once and may request further testing as it deems necessary, including but not limited to testing to check that the signals from the facility to BEOL's control room are fully operational.
4. BEOL may require the Proponent to carry out gas sampling. BEOL must be satisfied (in its absolute discretion) that gas meets the quality requirements before proceeding with commencing interconnection.
5. BEOL will advise the Proponent of any signoffs or approvals required to be obtained prior to commencing the interconnection.
6. BEOL will advise the Proponent of any future maintenance activities that may impact operation of the interconnection.
7. However, as noted in clause 7.3, the entering into of a Connection Agreement will not in itself entitle the Proponent to have any gas received into, or delivered from, the BassGas Pipeline.

4. Technical, safety or reliability principles, requirements or processes for assessment of application

4.1 Content

This clause 4 describes the technical, safety and/or reliability principles, requirements and/or processes that BEOL will use to assess an interconnection application¹⁰.

4.2 Overarching principles

1. For the reasons explained at clause 2, all interconnection applications need to be assessed on a case by case basis.
2. The key assessment criteria that will be applied by BEOL include whether the proposed interconnection is:
 - a. technically feasible; and
 - b. consistent with the safe and reliable operation of the BassGas Pipeline (which will include (as applicable) the safety and reliability of receiving gas into, or delivering gas from, the BassGas Pipeline).
3. In addition, if the Proponent proposes to establish the interconnection itself, the onus will be on the Proponent to satisfy BEOL that the Proponent will:
 - a. do so in accordance with good industry practice;
 - b. comply with all standards and legislation that relate to the establishment and ongoing operation of the interconnection; and
 - c. comply with all reasonable technical, safety and reliability requirements requested by BEOL.
4. As BEOL has a variety of obligations and duties at law (including under the terms of its Licence), BEOL will, as part of its assessment of an interconnection application, consider:
 - a. all of those obligations and duties as they relate to, or will be impacted by, the particular proposed interconnection; and
 - b. the steps that BEOL is required to take in order to meet those obligations and discharge those duties, which steps will vary depending on the nature and scope of the proposed interconnection.
5. The Pipeline Operator will require the interconnecting party to comply with the following gas quality specification for gas entering the pipeline.

¹⁰ As required by NGR, rule 39(2)(e).

Parameter	Limit Value
Wobbe Index (MJ/m ³)	47.3 - 51.0
Hydrocarbon Cricondentherm (°C)	0.5 max
Water Content (mg/Sm ³)	100 max
Water Dewpoint at MAWP ¹ transmission P/L (°C)	0 max
Hydrogen Sulphide (mg/Sm ³)	4.3 max
Mercaptan Sulphur (mg/Sm ³)	4.6 max
Total Sulphur (mg/Sm ³)	40 max
Oxygen (mol%)	0.15 max
Radioactivity (Bq/m ³)	300 max
Total Inerts (mol%)	6.0 max
Odorant – 70% THT and 30% TBM (mg/Sm ³)	7 - 9
Sales Gas Delivery temperature (°C)	50 max

- a. Without limiting the above, regardless of the interconnection in question: On less than fourteen days' notice, BEOL will require for the life of the interconnection, the interconnecting party to provide BEOL:
- i. emergency contact details (at least annually or as otherwise agreed)
 - ii. commissioning records
 - iii. planned maintenance schedule
 - iv. gas sampling results to the timescales outlined in your sampling protocol
 - v. function test results associated with the measurement equipment
 - vi. details of any unplanned outages
 - vii. responses to any inspections associated with the facility
 - viii. Excursions outside of agreed operating envelope
 - ix. Commitment to attend safety reviews or assessments related to operation of pipeline
 - x. copies of all design and construction documentation for the facility or pipeline that is proposed to be connected to the BassGas Pipeline; and
 - xi. unrestricted access to land abutting, or adjacent to, land on which the BassGas Pipeline is located.

4.3 Specific principles

In addition to the above, BEOL will apply, use, or have regard to, such specific technical, safety and/or reliability principles, requirements and/or processes as may be referred to in:

1. any step described in clause 3; and/or
2. in any document referred to, or that forms part of, any step described in clause 3.

5. Relevant policies

5.1 Policies

1. In establishing an interconnection, the Proponent must comply with a number of BEOL policies including but not limited to its Health & Safety, Environment, Fitness for Work and Zero Harm policies.
2. A link to each such policy is contained on the BEOL website (as amended or updated from time to time)¹¹.

5.2 Other obligations

In addition to complying with the BEOL policies, a Proponent must comply with:

1. all of its contractual obligations under the connection agreement that is entered into with BEOL in respect of the interconnection (**Connection Agreement**)¹²; and
2. all of its obligations and duties at law in respect of the facility or pipeline that is interconnected with the BassGas Pipeline.

¹¹ As required by NGR, rule 39(2)(d).

¹² See clause 7.

6. Interconnection fees

6.1 Content

This clause 6 sets out information about how interconnection fees will be calculated and recovered by BEOL from the Proponent¹³.

6.2 Case by case

Given:

1. the options that are available in relation to a proposed interconnection (as described in clause 3); and
2. the fact that the nature and extent of a proposed interconnection will differ from each other proposed interconnection,

interconnection fees, fees for connection works by BEOL and fees for the provision of ongoing interconnection services by BEOL (together **Fees**), will be calculated and recovered on a case by case basis.

6.3 Fees

1. The Fees, and the terms and conditions for the payment of the Fees, will be set out in the Connection Agreement¹⁴.
2. In circumstances where an interconnection (or a part of it) is developed by BEOL, the interconnection fee will be based on the directly attributable cost of constructing, operating and maintaining the interconnection (or the relevant part) to the extent that this is undertaken by BEOL, including so as to achieve a rate of return that reflects the relevant pricing principles in the NGR¹⁵.

6.4 BEOL Costs Agreement

1. If any costs and expenses would be incurred by BEOL in connection with a proposed interconnection prior to a Connection Agreement being entered into with the Proponent, BEOL will require the Proponent to enter into an agreement to pay those costs and expenses before BEOL incurs any of them.
2. If, and to the extent, that the NGR require a Proponent to pay, or permit BEOL to recover from the Proponent, any other costs, expenses and charges, those costs, expenses and charges will also be payable by the Proponent.

¹³ As required by NGR, rule 39(2)(f).

¹⁴ See clause 7.

¹⁵ These are the pricing principles set out in NGR, rule 113Z(4).

7. Connection Agreement

7.1 Agreement to be entered into

Any agreement for the interconnection of a facility or pipeline with the BassGas Pipeline will be on terms agreed between the Proponent and BEOL in accordance with clause 3.

7.2 Standard terms and conditions

Notwithstanding clause 7.1, BEOL's standard terms and conditions for a connection agreement are set out in the Attachment to this Interconnection Policy¹⁶.

7.3 Gas transportation agreement

For clarity:

1. the Connection Agreement that is entered into between a Proponent and BEOL, will not provide the Proponent with any rights to have any gas received into, or delivered from, the BassGas Pipeline; and
2. gas will only be able to be received into, or delivered from, the BassGas Pipeline on and subject to the terms and conditions of a gas transportation agreement (if any) that is entered into between BEOL, as the transportation service provider, and another person (whether that be the Proponent or someone else), as the recipient of a gas transportation service.

¹⁶ As required by NGR, rule 39(2)(g).

Annexure 1– Connection Agreement

Connection Agreement

[insert connection name]

Beach Energy (Operations) Limited ABN 66 007 845 338 (BEOL)

[insert name] ABN [insert number] (Interconnecting Party)

Key: [square bracketed in yellow] to be completed when entering into an Agreement with an Interconnecting Party

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Details [insert]

Date [insert]

Parties [insert]

Name	Beach Energy (Operations) Limited (ABN 66 007 845 338)
Short form name	BEOL
Notice details	Level 8, 80 Flinders Street, Adelaide, South Australia 5000 Email: commercial@beachenergy.com.au, commercialopsvictoria@beachenergy.com.au Attention: Commercial Manager (VIC)

Name	[insert name] (ABN [insert number])
Short form name	Interconnecting Party
Notice details	[insert] Email: [insert] Attention: [insert]

Background

1. BEOL owns and operates the Pipeline.
2. Interconnecting Party:
 - a. intends to construct, own and operate the Facility; and
 - b. wishes the Facility to be connected to the Pipeline at the Connection Point.
3. The Parties have agreed that:
 - a. BEOL will:
 - i. design, construct, commission, own and operate the Connection Point; and
 - ii. carry out the BEOL Other Works (if any); and
 - b. Interconnecting Party will:
 - i. construct or install, commission, own and operate the Facility; and
 - ii. carry out the Interconnecting Party Other Works (if any),on and subject to the terms of this Agreement.

Agreed terms

1. Definitions and interpretation

7.4 Definitions

The meanings of the terms used in this Agreement are set out below.

Agreement means this connection agreement, including its schedules and attachments, as this connection agreement may be amended or supplemented from time to time.

Agreement Date means the date that the last Party to execute this Agreement does so.

Approval means any approval, authorisation, consent, exemption, filing, licence, notarisation, permit, certification, registration or waiver, and any conditions attaching to any of them (as applicable), by any Government Agency, and includes any renewal of, or variation to, any of them.

Asset means:

1. in the case of BEOL, the Pipeline, or that part of the Pipeline that is connected to the Connection Point; and
2. in the case of Interconnecting Party, the Facility and the Interconnecting Party Other Works.

BassGas Joint Venture means the unincorporated joint venture between the BassGas Joint Venture Parties in relation to the Production Licence.

BassGas Joint Venture Parties means the participants from time to time in the BassGas Joint Venture, which, as at the Agreement Date, and together with their respective participating interests are:

BassGas Joint Venture Party	Participating Interest
Beach Energy (Operations) Limited	72.5%
Beach Energy Limited	11.25%
Beach Energy (BassGas) Limited	5.0%
Prize Petroleum International Pte Ltd	11.25%

BEOL Date for Completion means the date set out in Item 8.

BEOL Facilities means the Connection Point and all other relevant plant and equipment of BEOL which is located upstream or downstream (as applicable) of the Connection Point (as each of those facilities are constructed, replaced or upgraded from time to time).

BEOL Other Works means the works of that description (if any) described in Annexure B.

BEOL Works means the work to be undertaken by BEOL as described in clauses 4.2 and 4.5(a) as that work may be varied in accordance with clause 5.

Business Day means any day except Saturdays, Sundays and gazetted public holidays in Melbourne.

Capped Amount means the amount set out in Item 10.

Change of Law means:

1. any law, regulation, rules, code, or sub-code being introduced, amended or repealed in whole or in part;
2. the imposition of any Impost which was not in force as at the Agreement Date;

3. the repeal or removal of an Impost;
4. the rate at which any Impost is levied being varied from the rate prevailing as at the Agreement Date;
5. the basis on which any Impost is levied or calculated being varied from the basis on which it is levied or calculated as at the Agreement Date;
6. a variation in the interpretation or administration of a law or regulation by a Government Agency or a court or tribunal; or
7. a scheme being introduced by any Government Agency providing for BEOL to gain or hold any licence, permit or authorisation or providing for BEOL to purchase, hold or surrender any certificate, permit or instrument or any such scheme being varied,

except to the extent that such imposition, amendment, repeal, variation or introduction relates to income tax or GST.

Claim means any claim, action, demand, proceeding, suit or other action whether for payment of money (including damages) or any other relief or remedy:

1. under, arising out of or in connection with this Agreement;
2. arising out of or in connection with the Services; or
3. otherwise at law or in equity including:
 - a. by statute;
 - b. in tort for negligence or otherwise; or
 - c. for restitution, including restitution based on unjust enrichment.

Commencement Date means the date on which BEOL is satisfied that all stages of commissioning of the Connection Point have been completed to its satisfaction which date will be set out in a Notice from BEOL to Interconnecting Party.

Commissioning Plan means the commissioning plan prepared by BEOL in accordance with Good Industry Practice and all applicable Laws, as it may be amended at any time by BEOL under clause 4.6(b).

Conditions has the meaning given in clause 2.1.

Connection Charge means:

1. as at the Agreement Date, the amount set out in Item 9; and
2. thereafter, the amount determined under clause 12.3.

Connection Point means the point of physical connection between the Facility and the Pipeline described in Annexure B.

Consequential Losses means:

1. special, indirect, remote, consequential and incidental Losses (whether or not they were or ought to have been foreseen or known by the other Party);
2. any loss of business opportunity, business interruption, loss of revenue, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, increased overhead costs, damage to credit rating, loss of use, loss of interest or loss of profit or anticipated loss of profit or revenue;
3. punitive or exemplary damages; and

4. third party financial or economic losses,
and any other similar Losses.

Corporations Act means the Corporations Act 2001 (Cth).

CP Cut-Off Date means the date in Item 5.

Direct Losses means, in relation to a Party, actual, direct and foreseeable Losses suffered or incurred by that Party caused by, or resulting from, a breach of this Agreement by the other Party, and includes all charges and other amounts that would be payable by Interconnecting Party to BEOL under this Agreement during the Term, but does not include any Consequential Losses.

Dispute has the meaning given in clause 19.1(a).

Force Majeure means any event or circumstance not within the control of a Party and which by the exercise of due diligence, that Party is not reasonably able to prevent or overcome, including without limiting the generality of the nature of those events or circumstances and provided that they meet the foregoing criteria:

1. acts of God, including without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;
2. strikes, lockouts, bans, slowdowns or other industrial disturbances;
3. acts of enemy, wars, acts of terrorism, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples;
4. actual or reasonably perceived security threat to a Party's property or operations;
5. fire or explosion;
6. epidemic or quarantine;
7. order of any court or the order, law, rule, regulation, act or omission or failure to act of any Government Agency having jurisdiction, or lawful failure of any Government Agency to provide any necessary consent or approval; or
8. accident, breakages or accident to machinery or pipelines, the necessity for making repairs and/or alterations in machinery or pipelines (other than routine maintenance for which Notice has not been given), freezing of wells or pipelines,

but does not, under any circumstances, include:

9. lack of funds;
10. changes in market conditions for transportation or the purchase or sale of Gas; or
11. inability to borrow funds.

Gas means any hydrocarbons in a gaseous state and any mixture of one or more hydrocarbons in a gaseous state that may contain other gases (including the residue resulting from the treatment or processing of natural gas).

Gas Transportation Agreement means an agreement between BEOL and either:

1. Interconnecting Party; or
2. another person,

under which the counterparty is entitled to be provided with one or more Gas transportation services involving the receipt, or delivery, of Gas by BEOL at or through the Connection Point.

GJ means one gigajoule.

Good Industry Practice means, in relation to particular infrastructure or equipment at a point in time, generally accepted practices, methods and acts practised in the Australian Gas industry at the relevant time to construct, install, commission, operate, maintain and repair (as applicable) such infrastructure or equipment, exercising reasonable judgment, lawfully, safely, reliably, efficiently and economically, having regard to the type, size, design, configuration, location and other attributes and operating conditions of that infrastructure or equipment.

Government Agency means any government or governmental, administrative, regulatory, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Health and Safety Laws means all health, safety or security related Laws that are in any way applicable to the Interconnecting Party Works.

Impost means any royalty (whether based on value, profit or otherwise), tax, excise, levy, fee, rate, charge or cost levied, charged or imposed on BEOL or any third party by any Government Agency, or other body authorised by law to impose that Impost and the cost of any certificate, permit or instrument required to be acquired.

Independent Expert means an expert appointed under and for the purposes of clause 19.

Interconnecting Party Facilities means the Facility and all other relevant plant and equipment of Interconnecting Party which is or will be located upstream or downstream (as applicable) of the Connection Point (as each of those facilities are constructed, replaced or upgraded from time to time).

Interconnecting Party Other Works means the works of that description (if any) described in Annexure A.

Interconnecting Party Works means all work to be undertaken by Interconnecting Party under or in connection with this Agreement (including the construction, installation and commissioning of the Facility, and the carrying out of the Interconnecting Party Other Works) as that work may be varied in accordance with clause 5.

Interest Rate means the corporate overdraft reference rate for overdrafts of greater than \$100,000 (monthly charging cycle) applied from time to time by the Commonwealth Bank of Australia.

IP Date for Completion means the date set out in Item 7.

Item means an item in Schedule 1.

Laws includes, from time to time:

1. legislation, ordinances, regulations, by-laws, local laws, orders and proclamations;
2. Approvals;
3. principles of law or equity;
 - a. standards, codes and guidelines; and
 - b. directions or Notices issued by any Government Agency.

Losses means losses, costs, damages, expenses and liabilities.

Month means calendar month.

Notice has the meaning given in clause 24.1(a).

Party means, depending on the context, BEOL or Interconnecting Party.

Personnel means officers, employees, agents, representatives, contractors and subcontractors.

Pipeline means the pipeline system that is operated by BEOL pursuant to the Pipeline Licence.

Pipeline Licence means Pipeline Licence No. 244 granted under the (then) Pipelines Act 1967 (Vic).

Production Licence means Production Licence T/L1 issued under the Offshore Petroleum and Greenhouse Gas Storage Act 2006 (Cth).

Solvency Default means:

1. a "controller" (as defined in section 9 of the Corporations Act), administrator or similar officer is appointed in respect of a person or any asset of a person;
2. a liquidator or provisional liquidator is appointed in respect of a person;
3. any application (not withdrawn or dismissed within 14 days) is made to a court for an order, an order is made or a resolution is passed, for the purpose of:
 - a. appointing a person referred to in paragraphs (a) or (b) of this definition;
 - b. winding up or deregistering a person; or
 - c. proposing or implementing a scheme of arrangement (other than on solvent terms);
4. any application (not withdrawn or dismissed within 14 days) is made to a court for an order or a resolution is passed, for the purpose of implementing or agreeing:
 - a. a moratorium of any debts of a person;
 - b. any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - c. any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;
5. as a result of the operation of section 459F(1) of the Corporations Act, a person is taken to have failed to comply with a statutory demand (as defined in that Act);
 - a. anything analogous to anything referred to in paragraphs (a) to (e) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law of any jurisdiction; or
 - b. a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Term means the period from the Agreement Date to the date of expiration or earlier termination of

Wilful Misconduct means, in relation to a Party, any act or omission of that Party or any of its employees, agents or contractors which is not expressly permitted by this Agreement and which:

- c. was done or omitted to be done with deliberate, knowing or reckless disregard for its foreseeable, harmful and avoidable consequences; and
6. was not an error of judgment, mistake or other act or omission (negligent or not) that was made in good faith.

8. Interpretation

In this Agreement, except where the context otherwise requires:

1. the singular includes the plural and vice versa, and a gender includes other genders;
2. another grammatical form of a defined word or expression has a corresponding meaning;
3. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
4. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
5. a reference to A\$, \$A, dollar or \$ is to Australian currency;
6. a reference to time is to Eastern Standard Time;
7. a reference to a Party is to a Party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
8. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
9. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
10. a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
11. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
12. any agreement, representation, warranty or indemnity by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
13. subject to clause 1.6, any agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
14. a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it; and
15. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

8.1 Headings

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

8.2 Standards

Terminology used to describe units will, unless otherwise stated, be in accordance with:

1. Australian Standard AS ISO 1000 – 1998, the international system of units (SI) and its application;
2. the National Measurement Act 1960 and the regulations under that Act;
3. AS/NZS 1376 - 1996 Conversion Factors; and

4. the Australian Gas Association publication 'Metric Units and Conversion Factors for Use in the Australian Gas Industry'.

8.3 Rounding

1. Subject to clauses 1.5(b) and 1.5(c), any numerical calculation that results in more than four decimal places must be rounded to four decimal places by being rounded up, if the decimal place following the fourth decimal place is greater than or equal to 5, and rounded down, if the decimal place following the fourth decimal place is less than 5.
2. Any numerical calculation of a quantity of Gas must be rounded to the nearest GJ by being rounded up, if the first decimal place is greater than or equal to 5, and rounded down, if the first decimal place is less than 5.
3. With the exception of tariffs, any numerical calculation of a dollar amount must be rounded to the nearest cent by being rounded up, if the next decimal place is greater than or equal to 5, and rounded down, if the next decimal place is less than 5.
4. Any numerical calculation of a tariff amount must be rounded to four decimal places by being rounded up, if the next decimal place is greater than or equal to 5, and rounded down, if the next decimal place is less than 5.

8.4 Agency of BEOL

1. BEOL enters into this Agreement as agent for and on behalf of the BassGas Joint Venture Parties.
2. The obligations and liabilities of the BassGas Joint Venture Parties are several in proportion to their respective participating interests in the Bass Gas Joint Venture, and are neither joint, nor joint and several.
3. Any warranty, representation or acknowledgement given by a BassGas Joint Venture Party is given in respect of itself and not on behalf of, or in respect of, any other BassGas Joint Venture Party.
4. Whenever this Agreement:
5. bestows a right on BEOL (including any right of indemnity) that right is conferred on all BassGas Joint Venture Parties; or
6. imposes an obligation or liability on BEOL, that obligation or liability is imposed on all of the BassGas Joint Venture Parties in accordance with clauses 1.6(b) and 1.6(c).

9. Conditions Precedent

9.1 Conditions

Clauses 1, 13, 18, 19, 20, 21, 22, 23, 21, 23, 25 and 26, and this clause 2, come into force on the Execution Date. The remaining clauses do not become binding on the Parties and are of no force or effect until the satisfaction, or waiver by BEOL (in its absolute discretion) of all of the Conditions Precedent by no later than 5:00pm on the CP Cut-Off Date.

9.2 Waiver

The Conditions Precedent are for the benefit of BEOL and may only be waived by BEOL.

9.3 Conditions not satisfied

1. If all of the Conditions Precedent are not satisfied, or waived by BEOL, by the Cut-Off Date, either Party may terminate this Agreement at any time by Notice to Interconnecting Party.
2. Upon termination of this Agreement, each Party will be freed and discharged from all further obligations and liabilities under this Agreement other than under clause 23 but without prejudice to any rights, remedies, obligations and liabilities in respect of this Agreement arising prior to termination.

[Note: Depending on the nature and anticipated timing of the Conditions Precedent, this clause may need to be updated to include a provision dealing with the reimbursement of cost incurred by BEOL in circumstances where the Conditions Precedent are not satisfied.

10. Term

10.1 Commencement

Subject to clause 2, this Agreement commences on the Agreement Date.

10.2 End of Term

1. This Agreement will terminate on the first to occur of the following:
 - a. subject to clause 3.2(b), the date on which BEOL decommissions and removes the Pipeline, or the relevant part of the Pipeline, from the vicinity of the Connection Point;
 - b. subject to clause 3.2(b), the date on which Interconnecting Party decommissions and removes the Facility, or the relevant part of the Facility, from the vicinity of the Connection Point;
 - c. the date on which the Parties agree in writing that this Agreement will terminate, regardless of whether the Facility, or the relevant part of the Facility, has been removed from the vicinity of the Connection Point;
 - d. the date on which BEOL ceases to hold the Pipeline Licence;
 - e. the date this Agreement is terminated under clause 20; and
 - f. the End Date.
2. During the period in which there are one or more Gas Transportation Agreements in effect, neither Party will be entitled to, and must not, undertake any decommissioning or removal as described in clauses 3.2(a)(i) and 3.2(a)(ii) without the prior written consent of the other Party.

11. Works

11.1 Approvals

Unless the Parties otherwise agree in writing:

1. Interconnecting Party must obtain and maintain all Approvals required to carry out the Interconnecting Party Works; and
2. BEOL must obtain and maintain all Approvals required to carry out the BEOL Works.

11.2 Carrying out of BEOL Works

BEOL will:

1. design, construct and install the Connection Point; and
2. carry out the BEOL Other Works (if any),

in accordance with:

3. all applicable Laws;
4. Good Industry Practice; and
5. any other requirements of this Agreement,

so the Connection Point and BEOL Other Works (if any) will be capable of being operated in accordance with Good Industry Practice and the requirements of this Agreement.

11.3 Provision of items

Interconnecting Party must provide BEOL, without charge, with connections to power and utilities, the supply of power and utilities at and from those connections, and data feeds, as may reasonably be required by BEOL for the construction, installation, operation, management, maintenance and repair of the BEOL Works.

11.4 Carrying out of Interconnecting Party Works

1. Interconnecting Party must:
 - a. construct, install and commission the Facility; and
 - b. carry out the Interconnecting Party Other Works (if any),

in accordance with:

- c. the specifications set out in Annexure A;
- d. the scope of work set out in Annexure A;
- e. the construction plans and other documents that have been approved by BEOL under this Agreement;
- f. all applicable Laws;
- g. Good Industry Practice;
- h. any reasonable technical, safety and reliability requirements requested by BEOL; and
- i. any other requirements of this Agreement,

so the Facility and Interconnecting Party Other Works (if any) will be capable of being operated in accordance with Good Industry Practice and the requirements of this Agreement.

2. Interconnecting Party must not commence construction of the Facility or Interconnecting Party Other Works unless and until:
 - a. it has provided BEOL with:
 - i. a proposed program of work;
 - ii. a copy of its construction plans and other documents required by Annexure A to be provided before construction;
 - iii. all other documents and information that BEOL may reasonably require; and
 - b. BEOL has approved the proposed program of work, plans and other documents (such approval not to be unreasonably withheld or delayed).

11.5 Connection

1. Subject to:
 - a. Interconnecting Party completing the Interconnecting Party Works to BEOL's reasonable satisfaction; and
 - b. clause 4.5(b),BEOL will:
 - c. connect the Pipeline and the Facility at the Connection Point in accordance with all applicable Laws and Good Industry Practice; and
 - d. subject to clause 4.6, commission the Interconnection Point in accordance with all applicable Laws, Good Industry Practice and the Commissioning Plan.
2. Interconnecting Party must ensure that appropriately qualified and experienced Personnel are available at such times as may be required by BEOL to provide BEOL with such assistance as may be required by BEOL during all stages of commissioning as set out in the Commissioning Plan.
3. Subject to clause 4.6, BEOL will commence the commissioning of the Interconnection Point in accordance with the Commissioning Plan as soon as reasonably practicable after the carrying out of the Interconnecting Party Works, the carrying out of the BEOL Other Works, and the construction of the Connection Point, have all been completed to BEOL's satisfaction.

11.6 Commissioning Plan

1. The Parties must comply with the terms of the Commissioning Plan.
2. If BEOL considers, acting reasonably, that it is necessary for the Commissioning Plan to be amended:
 - a. BEOL will Notify Interconnecting Party of the amendments to the Commissioning Plan; and
 - b. Interconnecting Party must comply with those amendments.
3. If an activity, step or action set out or referred to in, or required by, the Commissioning Plan is:
 - a. cancelled at the request of Interconnecting Party; or
 - b. in whole, or in part, either:
 - i. unable to be completed or fulfilled as required by the Commissioning Plan; or
 - ii. unable to be completed or fulfilled within, or by, the time specified or allowed for in the Commissioning Plan,as a result of any act, failure to act, or omission, by or on behalf of Interconnecting Party or any Personnel of Interconnecting Party,

Interconnecting Party must pay to BEOL, within 5 Business Days after receipt of a tax invoice from BEOL, an amount equal to the total costs (including BEOL's internal costs) and expenses incurred by BEOL which would not have been incurred had that cancellation, act, failure or omission not occurred.

11.7 Ownership

1. BEOL will own, operate and maintain the Connection Point and the BEOL Other Works.
2. Interconnecting Party will own, operate and maintain the Facility and the Interconnecting Party Other Works.

12. Variations to Works

12.1 Notification

If, at any time, Interconnecting Party wishes:

1. to vary the nature, extent, timing or sequence of any of the Interconnecting Party Works such that:
 - a. one or more of the specifications set out in Annexure A will no longer be met;
 - b. there will be a need to alter one or more aspects of the scope of work set out in Annexure A; or
 - c. any of the construction plans and/or any other documents that have been approved by BEOL under this Agreement will need to be modified,

Interconnecting Party must:

- d. give comprehensive details of the proposed variations (**Proposed Variations**) by Notice in writing to BEOL (**Proposed Variations Notice**), and such further information as BEOL may subsequently request; and
 - e. not make any of the variations, except in compliance with this clause 5; or
 2. EOL to alter the nature, extent, timing or sequence of any of the BEOL Works, Interconnecting Party must give comprehensive details of the requested variations (**Requested Variations**) by Notice in writing to BEOL (**Requested Variations Notice**), and such further information as BEOL may subsequently request.

12.2 Response

As soon as reasonably practicable after receipt of a:

1. Proposed Variations Notice and any further information that BEOL may subsequently request, BEOL will give Notice to Interconnecting Party advising:
 - a. whether any variations will be required to the nature, extent, timing or sequence of any of the BEOL Works as a consequence of the Proposed Variations (BEOL Variations); and
 - b. if so:
 - i. whether the BEOL Variations are technically feasible and consistent with the safe and reliable operation of the Pipeline (or any relevant part of it);
 - ii. the nature and extent of the BEOL Variations; and
 - iii. the amount by which the Connection Charge will be increased if the BEOL Variations are undertaken; or
2. Requested Variations Notice and any further information that BEOL may subsequently request, BEOL will give Notice to Interconnecting Party advising:
 - a. if the Requested Variations are technically feasible and consistent with the safe and reliable operation of the Pipeline (or any relevant part of it); and
 - b. if so:
 - i. the amount by which the Connection Charge will be increased if the Requested Variations are undertaken; and

- ii. any resulting changes that will be needed to be made to the timing or sequence of any of the BEOL Works.

12.3 Interconnecting Party decision

No later than 10 Business Days after receipt of a Notice from BEOL under clause 5.2, Interconnecting Party must give Notice to BEOL:

1. in the case of Proposed Variations, either:
 - a. confirming that Interconnecting Party:
 - i. will proceed with the Proposed Variations;
 - ii. accepts the need for the BEOL Variations; and
 - iii. accepts the increase in the Connection Charge; or
 - b. that Interconnecting Party will not proceed with the Proposed Variations; and
2. in the case of Requested Variations, either:
 - a. confirming that Interconnecting Party:
 - i. wishes BEOL to proceed with the Requested Variations;
 - ii. accepts the need for any resulting changes that will be needed to be made to the timing or sequence of any of the BEOL Works; and
 - iii. accepts the increase in the Connection Charge; or
 - b. that Interconnecting Party does not wish BEOL to proceed with the Requested Variations.

12.4 No Notice

If Interconnecting Party fails to give BEOL a Notice by the date required by clause 5.3, then:

1. in the case of Proposed Variations, Interconnecting Party:
 - a. will be deemed to have given a Notice under clause 5.3(a)(ii); and
 - b. must not proceed with the Proposed Variations; or
2. in the case of Requested Variations, Interconnecting Party will be deemed to have given a Notice under clause 5.3(b)(ii).

12.5 Costs

If Interconnecting Party gives BEOL a Proposed Variations Notice or a Requested Variations Notice, Interconnecting Party must pay BEOL all reasonable costs (including internal costs) and expenses incurred by BEOL in:

1. considering the relevant Notice; and
2. reaching, and Notifying Interconnecting Party of, a conclusion for the purposes of clause 5.2, within 5 Business Days after receipt of a tax invoice from BEOL for the relevant amount.

12.6 Health and safety

Without limiting its obligations under clause 4.4, Interconnecting Party:

1. is responsible for all aspects of health and safety for, or in connection with, the Interconnecting Party Works including:

- a. ensuring the safe performance of the Interconnecting Party Works; and
 - b. ensuring any workplace, and the means of entering and exiting it, is safe and secure; and
2. must:
- a. comply with, and ensure that all other persons engaged in the Interconnecting Party Works comply with, all Health and Safety Laws;
 - b. cooperate with and do all things necessary to assist, and refrain from doing anything that may impede, BEOL or its Personnel in discharging their obligations under Health and Safety Laws; and
 - c. immediately advise BEOL in writing of any circumstance relevant to Interconnecting Party's ability to perform the Interconnecting Party Works safely in any material respect.

13. Completion of Works

13.1 Timing

1. Interconnecting Party must use all reasonable endeavours to complete the Interconnecting Party Works in accordance with the requirements of this Agreement by the IP Date for Completion.
2. Subject to Interconnecting Party completing the Interconnecting Party Works in accordance with the requirements of this Agreement by the IP Date for Completion, BEOL estimates, as at the Agreement Date, that it will complete the carrying out of the BEOL Works by the BEOL Completion Date.

13.2 Acknowledgement

Interconnecting Party acknowledges and agrees that nothing in clause 7.1 or elsewhere in this Agreement is a representation or warranty by BEOL that it will complete the carrying out of the BEOL Works by the BEOL Date for Completion.

14. Mutual licences

14.1 Grant by Interconnecting Party

Interconnecting Party grants to BEOL and its Personnel a licence to:

1. connect the Pipeline to the Facility at the Connection Point, and to keep it connected during the Term; and
2. access:
 - a. any land owned, leased or otherwise occupied by Interconnecting Party; and
 - b. the Facility,for the purposes of constructing, commissioning, operating, maintaining, repairing, upgrading and removing any of the BEOL Facilities,

on and subject to the terms of this Agreement.

14.2 Grant by BEOL

BEOL grants to Interconnecting Party a licence to keep the Facility connected to the Pipeline at the Connection Point during the Term, on and subject to the relevant terms of this Agreement.

15. Operation and maintenance

15.1 BEOL Facilities

BEOL:

1. is solely responsible for the operation, repair, upgrading and maintenance of the BEOL Facilities; and
2. will operate, repair, upgrade and maintain the BEOL Facilities in accordance with all applicable Laws and Good Industry Practice.

15.2 Interconnecting Party Facilities

Interconnecting Party:

1. is solely responsible for the operation, repair, upgrading and maintenance of the Interconnecting Party Facilities; and
2. must operate, repair, upgrade and maintain the Interconnecting Party Facilities in accordance with all applicable Laws and Good Industry Practice.

16. Gas flow acknowledgements

16.1 Acknowledgements

Interconnecting Party acknowledges and agrees that, despite anything to the contrary in this Agreement:

1. no quantity of Gas is to be delivered from, or (as applicable) received into, the Pipeline System through the Connection Point prior to the Commencement Date except if, and to the extent, and at the times, that the Commissioning Plan so expressly requires or as BEOL may otherwise direct in writing in its absolute discretion;
2. the Connection Point will be taken to have been commissioned when, and only when, BEOL has given Notice to Interconnecting Party that BEOL is satisfied that all stages of commissioning have been completed to its satisfaction; and
3. subject to clause 10.1(a), Interconnecting Party must:
 - a. not take any quantity of Gas from, or (as applicable) deliver any quantity of Gas into, the Pipeline at, or through the Connection Point, unless and until Interconnecting Party enters into a Gas Transportation Agreement with BEOL and the terms of that Gas Transportation Agreement permit Interconnecting Party to take, or (as applicable) deliver, that quantity of Gas; and
 - b. ensure that no other person takes any quantity of Gas from, delivers any quantity of Gas into, the Pipeline through, or at, the Connection Point unless and until that other person enters into a Gas Transportation Agreement with BEOL and the terms of that Gas Transportation Agreement permit that other person to take, or (as applicable) deliver, that quantity of Gas.

16.2 Further acknowledgments

Interconnecting Party further acknowledges and agrees that clause 10.1 applies in its entirety in respect of any quantity of Gas that may be required for the whole or any part of the commissioning of:

1. the Connection Point; and/or

2. the Facility (or any part(s) of the Facility).

17. Connection Point

17.1 Connection Point to be closed

Interconnecting Party acknowledges and agrees that, except as provided in clause 11.2, the Connection Point will remain closed at all times after the Commencement Date.

17.2 Opening during the term of a Gas Transportation Agreement

BEOL will open the Connection Point only when:

1. there is a Gas Transportation Agreement; and
2. the counterparty is entitled to be provided with a transportation service under that Gas Transportation Agreement.

17.3 Close

BEOL will be regarded as closing the Connection Point if it closes (fully or partially) any valve forming part of the BEOL Facilities to prevent or restrict the delivery or receipt of Gas to, from or through the Connection Point.

18. Connection Charge

18.1 Obligation to pay

Interconnecting Party must pay the Connection Charge in accordance with this clause 12.

18.2 Amount

[Note: Clause to be completed once the nature and amount of the Connection Charge, and the timing of its payment, has been negotiated.]

18.3 Escalation

[Note: Clause to be completed once the nature and amount of the Connection Charge has been negotiated and the mechanism for escalation of the Connection Charge has been agreed.]

19. GST

19.1 GST Exclusive

Except where express provision is made to the contrary, any consideration payable under any other provision in this Agreement is, and a reference to a dollar amount is a reference to the amount, exclusive of GST.

19.2 Payment of GST

Notwithstanding any other provision in this Agreement, if the Supplier is or becomes liable to pay GST in connection with any Supply made under this Agreement:

1. the Recipient must pay to the Supplier, in addition to the Agreement Price, an additional amount in account of **GST** equal to the **consideration** in respect of the **taxable supply** multiplied by the rate of goods and services tax;

2. the Recipient must pay the Agreement Price plus the additional amount on account of **GST** within 14 days of receiving a **tax invoice** from the Supplier for that Supply or as otherwise provided in this Agreement;
3. If the **GST** payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under paragraph (a) such that a further amount of **GST** is payable in relation to the Supply or a refund or credit of **GST** is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an **adjustment event** occurs in relation to a Supply, the Supplier must issue an **adjustment note** to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment; and
4. where a Party reimburses the other Party for an expense or other amount incurred in connection with any wholly or partly **creditable acquisition** or any wholly or partly **creditable importation** made by that other Party, the amount reimbursed will be net of any **input tax credit** claimable in respect of that acquisition or importation (as the case may be).

19.3 Definitions

In this clause, all italicised and emboldened terms, have the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 and in the **GST Law**. In addition:

1. **Agreement Price** means the **consideration** to be provided under this Agreement for the Supply (other than under this clause);
2. **Recipient** means the Party that receives the Supply from the Supplier;
3. **Supplier** means the Party that provides the Supply to the Recipient and includes the representative member of the GST group if the Supplier is a member of a GST group; and
4. **Supply** means any **supply** to the Recipient by the Supplier pursuant to this Agreement. However, if the **GST law** treats part of a **supply** as a separate **supply** for the purpose of determining whether **GST** is payable on that part of the **supply** or for the purpose of determining the tax period to which that part of the **supply** will be attributable, such part of the **supply** will be treated as a separate **supply** for the purposes of this clause.

20. Invoicing and Payment

20.1 Invoicing

[Note: Clause to be completed once the nature and amount of the Connection Charge, and the timing of its payment, has been negotiated.]

20.2 Payment

1. Interconnecting Party must pay each invoice within 5 Business Days after the receipt by Interconnecting Party of BEOL's tax invoice, or by the 24th day of the Month in which the tax invoice was sent, whichever is the later.
2. For clarity, an event of Force Majeure will not affect Interconnecting Party's obligation to pay any amount properly due in accordance with the terms of this Agreement.

20.3 Dispute

If Interconnecting Party, in good faith, disputes part or all of an invoiced amount:

1. Interconnecting Party must, within 5 Business Days after receipt of the invoice, give Notice to BEOL specifying the amount in dispute and the reasons for the dispute;
2. Interconnecting Party must pay the amount invoiced;
3. the Parties must each appoint an officer to meet with each other to try to resolve the dispute; and
4. if the officers are unable to resolve the dispute within 5 Business Days, then either Party may refer the matter for dispute resolution in accordance with clause 19 of this Agreement.

20.4 Interest on Disputed or Incorrect Amount

If, as a result of the resolution of a dispute of the nature described in clause 14.3, either Party has an obligation to pay an amount to the other Party, the amount must be paid within 10 Business Days after the dispute has either been resolved or determined pursuant to clause 14.3, together with interest on that amount calculated on a daily basis at the Interest Rate from:

1. in the case of Interconnecting Party, the date the amount should have been paid in accordance with this clause 14; or
2. in the case of BEOL, the date BEOL received the payment from Interconnecting Party.

21. Change of Law

21.1 Adjustment of Charges

To the extent that a Change of Law directly or indirectly:

1. affects the costs of BEOL in respect of the goods, services or other things supplied or provided under or in connection with this Agreement or incurred by BEOL (or a Related Body Corporate of BEOL) to enable it to acquire or dispose of, or as a result of BEOL acquiring or disposing of, such goods or services or goods or services of that type, including direct and indirect costs in respect of production, creation, performance, acquisition, supply or sale of such goods, services or other things; or
2. leads to a change in the benefits gained by BEOL from the activities described in paragraph (a) above (except by operation of this clause),

and the increase or decrease in those amounts or that change in benefit is not to be reimbursed under any other provision of this Agreement, Interconnecting Party must reimburse to BEOL, or (as the case may be) BEOL must reimburse to Interconnecting Party, the amount of the increase or decrease or the change in benefit, as the case may be, attributable to the Change of Law.

21.2 Effective date

Any variation to costs or changes in benefits under clause 15.1 will be effective as from the date of any Change of Law.

21.3 Notification

BEOL must give Notice to Interconnecting Party of any amounts to be reimbursed under clause 15.1 as soon as practicable.

22. Insurance

22.1 Policies

Interconnecting Party must obtain and maintain insurance against such risks BEOL reasonably specifies from time to time by Notice to Interconnecting Party with solvent and reputable insurers approved by BEOL and on terms typically available in the market.

22.2 Benefit

If BEOL requires, Interconnecting Party must ensure that any insurance Interconnecting Party obtains or maintains under this Agreement names BEOL as an additional insured or notes the interest of BEOL, whichever BEOL may require.

22.3 Information

Whenever reasonably requested by BEOL, Interconnecting Party must give BEOL:

1. a certificate of currency for the relevant insurance; and
2. whatever other information BEOL requests in relation to that insurance or anything which relates to that insurance.

22.4 Notice

Interconnecting Party must promptly notify BEOL whenever an event occurs which gives rise to, or might give rise to, a claim under any insurance which Interconnecting Party maintains under this Agreement.

22.5 Enforcement

Whenever grounds to make a claim arises under any insurance which Interconnecting Party maintains under this Agreement, Interconnecting Party must take whatever steps BEOL reasonably requires to make and enforce or settle that claim.

22.6 Settlement

If BEOL requires, Interconnecting Party must not settle or compromise a claim under any insurance which Interconnecting Party maintains under this Agreement, except with the consent of BEOL. BEOL will not withhold that consent unreasonably where the settlement or compromise will not prejudice BEOL's rights in or in relation to the claim or the circumstances giving rise to the claim.

22.7 Failure

Interconnecting Party must promptly notify BEOL if Interconnecting Party fails to obtain or maintain any insurance required under this Agreement. In that event, BEOL may obtain and maintain that insurance on behalf of Interconnecting Party and at the cost of Interconnecting Party.

23. Prudential requirements

[Note: Clauses dealing with any requisite security to be provided by Interconnecting Party to be completed once the nature and amount of the Connection Charge has been negotiated.]

24. Force Majeure

24.1 Consequences of Force Majeure

1. Subject to clauses 18.1(b) and 18.2, non-performance as a result of Force Majeure by a Party of any obligation or condition required by this Agreement to be performed by it (**Affected Party**):
 - a. will be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure; and
 - b. will not to that extent give rise to any liability to the other Party for any Direct Losses, Consequential Losses, or any other losses or damages of any kind arising out of, or in any way connected with that non-performance.
2. An obligation to pay money will not be suspended or excused by Force Majeure.

24.2 Notification of Force Majeure

If an Affected Party is, by reason of Force Majeure, unable to perform an obligation or condition required by this Agreement to be performed, it will:

1. Notify the other Party as soon as possible giving:
 - a. reasonably full particulars of the event or circumstances of Force Majeure;
 - b. the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations; and
 - c. where possible, the means proposed to be adopted to remedy or abate the Force Majeure;
2. use reasonable diligence and employ reasonable means to remedy or abate the Force Majeure as expeditiously as possible, but nothing in this clause 18 will require an Affected Party to settle a strike, lockout, ban, slowdown or other industrial disturbance against its judgment, and it is acknowledged that settlement of any such disturbance will be entirely within the discretion of the Affected Party;
3. resume performance as expeditiously as possible after termination of the Force Majeure or after the Force Majeure has abated to an extent which permits resumption of performance;
4. Notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur; and
5. Notify the other Party when resumption of performance has occurred.

25. Resolution of Disputes

25.1 Disputes

1. Subject to clause 14.3, if any dispute, controversy or claim arises between the Parties out of or in connection with this Agreement, including any question regarding its existence, validity or termination (**Dispute**) and a Party wishes to initiate a resolution of the Dispute, that Party must give a Notice of Dispute to the other Party, in which event:
 - a. each Party must nominate one of its senior managers or executives to meet with a senior manager or executive of the other Party in an attempt to resolve the Dispute;
 - b. the senior managers or executives must use all reasonable endeavours to resolve the Dispute within a period of 10 Business Days after the Notice of the Dispute was given; and

- c. if the Dispute remains unresolved at the end of the period referred to in clause 19.1(a)(ii), and the Dispute:
 - i. is a Technical Matter or a Financial Matter (as those expressions are defined in clause 19.2), then either Party may give Notice to the other Party within 5 Business Days that it requires the Dispute to be determined by an independent expert (Independent Expert) in accordance with clauses 19.3 to 19.8; or
 - ii. is not a Technical Matter or a Financial Matter, then either Party will be at liberty to institute legal proceedings if they think fit.
2. The Parties must use reasonable endeavours to resolve a Dispute under this clause 19.

25.2 Technical and Financial Matters

For the purposes of this clause 19:

1. a **Technical Matter** means a matter involving issues which are capable of determination by reference to engineering or scientific knowledge and practice; and
2. a **Financial Matter** means a matter involving financial calculations which is capable of determination by audit or reference to accounting practices.

25.3 Appointment of Independent Expert

If a Dispute is referred to an Independent Expert, then the procedures for the appointment of an Independent Expert will be as follows:

1. the Party wishing to have the issue determined must give Notice to that effect to the other Party specifying the nature of the Dispute; and
2. the Parties will meet in an endeavour to agree upon the identity of the Independent Expert to be appointed, but, if they are unable to agree upon the identity of the Independent Expert within 10 Business Days of the Notice referred to in clause 19.3(a), either Party may refer the Notice and a copy of this clause 19:
 - a. if or to the extent it is a Technical Matter, to the President for the time being of Engineers Australia (or his or her nominee); or
 - b. if or to the extent it is a Financial Matter, to the Chief Executive Officer for the time being of The Institute of Arbitrators & Mediators Australia (or his or her delegate); or
 - c. in either case, if the relevant body referred to in clause 19.3(b)(i) or clause 19.3(b)(ii) no longer exists, to the President (or his or her delegate) for the time being of such successor body or association as is then performing the function formerly carried out by the relevant body,

together with a request for the nomination of a suitably qualified person to act as the Independent Expert to determine the Dispute.

25.4 Expert not an Arbitrator

The Independent Expert appointed under clause 19.3 will act as an expert and not as an arbitrator.

25.5 Evidence and Representation

1. Each Party:
 - a. may be legally represented at any hearing before the Independent Expert;

- b. is entitled to produce to the Independent Expert any materials or evidence which that Party believes is relevant to the matter in dispute;
 - c. must make available to the Independent Expert all materials requested by the Independent Expert and all other materials which are relevant to the Independent Expert's determination.
2. Unless otherwise agreed by all Parties, all material and evidence made available for the purposes of the determination must be kept private and confidential.

25.6 Determination

The Independent Expert will make a determination on the issue in Dispute and will determine what, if any, adjustments may be necessary between the Parties. A determination of the Independent Expert:

1. must be in writing;
2. is final and binding upon the Parties in the absence of manifest error by the Independent Expert; and
3. must be kept private and confidential unless otherwise agreed to by all Parties involved in the determination.

25.7 Costs

The costs in relation to a determination by the Independent Expert will be dealt with as follows:

1. the costs of the Independent Expert will, be borne in equal shares by the Parties;
2. the Parties must each bear their own costs incurred in the preparation and presentation of any submissions or evidence to the Independent Expert; and
3. the Parties must share the costs of the Independent Expert equally.

25.8 Qualifications of Independent Expert

An Independent Expert appointed under clause 19.3 must not (otherwise than by agreement) be a current employee or officer of a Party or a Related Body Corporate of a Party or have been an employee or officer or contractor or consultant to a Party during the 4 years immediately preceding the Parties' agreement to refer a dispute to an Independent Expert.

25.9 Urgent Relief

This clause 19 does not prevent either Party from seeking urgent injunctive or declaratory relief in relation to a Dispute.

25.10 Fulfilment of obligations

The Parties will continue to fulfil their obligations under this Agreement while a Dispute is being determined in accordance with this clause 19.

26. Default and termination

26.1 Default

An Event of Default by a Party (**Defaulting Party**) occurs when:

1. a Solvency Default occurs in relation to the Defaulting Party;

2. the Defaulting Party fails to pay any amount due to the other Party (**Non-Defaulting Party**) and that amount, plus interest accrued at the Interest Rate plus 2% per annum, is still outstanding 10 Business Days after the date of the Defaulting Party's receipt of Notice of the outstanding amount from the Non-Defaulting Party (**Payment Default**); or
3. the Defaulting Party defaults in performance of a material obligation (other than a Payment Default) under this Agreement (**Other Default**) and:
 - a. where that Other Default is capable of being remedied, does not remedy that Other Default within a period of 20 Business Days from the date of the Defaulting Party's receipt of Notice from the Non-Defaulting Party requiring that Other Default to be remedied; or
 - b. where that Other Default is not capable of being remedied, does not take and complete such action as is reasonably required by the Non-Defaulting Party to (at the Non-Defaulting Party's election):
 - i. compensate the Non-Defaulting Party for that Other Default; or
 - ii. assure the Non-Defaulting Party that that Other Default will not occur again,

within a period of 20 Business Days from the date of the Defaulting Party's receipt of Notice from the Non-Defaulting Party advising of the required action.

26.2 Right to terminate

If an Event of Default occurs, the Non-Defaulting Party may, by Notice to the Defaulting Party, terminate this Agreement with immediate effect.

26.3 Other rights and remedies

The right described in clause 20.2 is in addition to any other rights and remedies available to the Non-Defaulting Party whether in law, in equity or otherwise.

26.4 Early termination payment

[Note: Depending on the nature of the BEOL Works that are to be carried out, and the nature and extent of the Connection Charge, there may be a requirement for Interconnecting Party to pay an early termination fee if this Agreement is terminated prior to the End Date in order for BEOL to recover any unrecovered capital expenditure, etc.]

26.5 Prior rights

Without limiting any other provision of this Agreement, termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

27. Liability

27.1 Acknowledgements

Interconnecting Party acknowledges and agrees that:

1. the intention of this Agreement is solely to regulate the terms of the construction, installation, commissioning, operation and maintenance of the Interconnecting Party Works, the BEOL Works and the Interconnection Point; and

2. nothing in this Agreement is intended to, or does:
 - a. regulate in any way or to any extent, or impose any obligations whatsoever in respect of, the receipt or delivery of any Gas at or through the Interconnection Point, including:
 - i. the receipt or delivery of any specific quantity of Gas at or through the Connection Point; or
 - ii. the receipt or delivery of Gas at or through the Connection Point at any specified specifications, pressure or temperature; or
 - b. provide Interconnecting Party, or any other person, with any rights to have any quantity of Gas received or delivered at or through the Connection Point,as such matters will be exclusively dealt with in a Gas Transportation Agreement.

27.2 Direct Losses

1. Subject to clause 21.2(b), the liability of each Party to the other for any Claim will be limited to the Direct Losses that are caused by the relevant breach or cause of action.
2. The limitation of liability in clause 21.2(a) does not apply to or otherwise limit the liability of a Party to the extent that the liability results from any fraud or Wilful Misconduct of that Party or any of its Personnel.

27.3 Limitation of liability

Despite anything to the contrary in this Agreement:

1. BEOL will not be liable to Interconnecting Party for any Losses arising as a result of any breach of this Agreement, or any default arising out of or in relation to this Agreement or the Pipeline, if and to the extent that BEOL is liable in respect of those Losses to the counterparty to a Gas Transportation Agreement, and the Interconnecting Party releases and holds harmless BEOL from and against all such Losses; and
2. BEOL's total maximum liability to Interconnecting Party for any and all breaches of this Agreement, or defaults arising out of or in relation to this Agreement or the Pipeline, during the Term, will be limited to the Capped Amount.

28. Indemnities

28.1 Interconnecting Party

Interconnecting Party must indemnify BEOL from and against all Losses suffered or incurred by BEOL arising out of or in relation to:

1. any loss of, or damage to, any property of any person; or
2. physical injury to, or death of, any person,
and which arise:
3. because of any act or omission on the part of the Interconnecting Party or any of its Personnel; or
4. in connection with the construction, commissioning, operation, management, maintenance or modification of the Facility or the Interconnecting Party Other Works.

28.2 Identified Third Party

1. Subject to clause 22.2(c), Interconnecting Party must indemnify BEOL from and against all Losses suffered or incurred by BEOL to an Identified Third Party which Losses arise by reason of, or in connection with, the occurrence of one or more of the following:
 - a. any breach of this Agreement or negligent act or omission by BEOL in connection with this Agreement or the Pipeline;
 - b. any failure to deliver Gas to, from or through the Connection Point; and
 - c. the specifications, pressure or temperature of Gas delivered to, from or through the Connection Point.
2. Interconnecting Party must, if required by BEOL by Notice at any time during the Term, ensure that each Identified Third Party (if any) enters into a deed of release, on terms satisfactory to BEOL acting reasonably, under which that Identified Third Party agrees to release BEOL from all liability which BEOL would otherwise have to that Identified Third Party as a result of any of the matters referred to in paragraphs (i), (ii) and (iii) of clause 22.2(a).
3. Upon obtaining a deed of release from an Identified Third Party in accordance with clause 22.2(b), the indemnity in clause 22.2(a) will cease to apply in respect of that Identified Third Party.
4. An **Identified Third Party**:
 - a. is any person:
 - i. who owns, leases, operates or controls all or part of the Facility;
 - ii. who is registered under the National Electricity Rules as a Generator for one or more of the Generating Units comprising the Facility (including a person registered as an Intermediary under clause 2.9.3 of the National Electricity Rules and any person who would have been required to be registered as a Generator in relation to any of the Generating Units comprising the Facility if another party had not been registered as an Intermediary under the National Electricity Rules in relation to that Generating Unit);
 - iii. who is paid by AEMO for any electricity generated by the Facility or any other services that are provided using the Facility; or
 - iv. who otherwise deals with or enters into contracts with either Interconnecting Party or an entity described in paragraphs (i), (ii) or (iii) above in relation to the provision of any services associated with any of the Generating Units making up the Facility, including a contract for the purchase of electricity generated by the Facility or a contract under which the person has a right to otherwise deal with the electricity generated by the Facility,
 - b. does not include any person who is party to:
 - i. this Agreement; or
 - ii. a Gas Transportation Agreement.
5. In clause 22.2(d), National Electricity Rules has the meaning given to that term in the Schedule to the National Electricity (South Australia) Act 1996 and Generator, Generating Units, Intermediary and AEMO have the meanings given to those terms in the National Electricity Rules.

29. Confidentiality and publicity

29.1 Restrictions on Disclosure

1. Unless otherwise agreed by the Parties, all information obtained by any Party orally or in writing or electronic form relating in any way, directly or indirectly, to this Agreement, including:
 - a. all data and information disclosed by a Party to any other Party pursuant to this Agreement; and
 - b. all proceedings, pleadings, discovered documents, witness statements and other evidence and submissions concerning the resolution of a dispute under clause 19,
which is not in the public domain (or which is in the public domain, but only as a consequence of a breach of this clause 23), must be kept confidential and must not be disclosed by the Parties otherwise than to each other or:
 - c. to a Related Body Corporate or its officers, employees or agents, in each case to the extent required to enable such Party to perform its obligations under this Agreement (in the case of disclosure under this clause, the disclosing Party must use all reasonable endeavours to ensure that the person to whom disclosure is made does not do or omit to do anything which, if it were a Party, would constitute a breach of this clause 23 and must enforce any legal rights which it may have against any such person to prevent such person from doing or omitting to do any such thing);
 - d. if and to the extent required by any applicable legislation or other legal requirement or by the rules or regulations of a recognised stock exchange or regulatory authority applicable to the disclosing Party or any of its Related Bodies Corporate or pursuant to any order of court or other competent authority or tribunal;
 - e. if and to the extent required pursuant to any price review process applicable to the disclosing Party or any of its Related Bodies Corporate;
 - f. to a recognised, independent, professional institution (and its profession employees) in connection with any gas market price test;
 - g. if and to the extent that it may be necessary or desirable to disclose it to any Government Agency or other competent authority in connection with applications for consents, approvals, or authorities in relation to this Agreement;
 - h. to a recognised financial institution (and its professional advisers) in connection with any finance sought to be arranged by the disclosing Party;
 - i. to an existing financier of a Party, or to a proposed bona fide assignee, transferee or sub participant of such financier;
 - j. to the agent, security trustee or a potential credit swap counterparty of a financier to a Party;
 - k. to bona fide potential purchasers, transferees or assignees of a Party's interest under this Agreement;
 - l. to bona fide potential purchasers of a holding company of a Party;
 - m. to independent consultants, professional advisers, contractors and employees of a Party, whose duties reasonably require such disclosure;
 - n. in the case of BEOL, to any bona fide potential purchaser of an interest in the Pipeline;

- o. to professional advisers of a Party who are bound to such Party by a duty of confidence which applies to any information disclosed.
2. Any disclosure pursuant to clause 23.1(a), (other than sub-clauses (iv), (v), (vi) or (vii) and disclosure to professional advisers under sub-clause (xiii) to the extent that the professional adviser has a professional obligation of confidence with respect to such information), may only be made subject to the person to whom disclosure is made executing a written confidentiality undertaking to keep the information contained in the disclosure confidential on terms materially consistent with this clause 23.

29.2 Public Announcements and Statements

No Party may make any public announcement or statement regarding this Agreement, except as follows:

1. announcements or statements to a recognised stock exchange;
2. announcements or statements which are required to be made by law;
3. announcements or statements which contain only information which is in the public domain; or
4. excluding announcements or statements made in accordance with clause 23.2(a), 23.2(b) or 23.2(c), announcements and statements which have been:
 - a. provided in draft to the other Party for review and comment; and
 - b. issued only, with the prior written consent of the other Party, such consent not to be unreasonably withheld.

29.3 Continuing Effect

The provisions of this clause 23 continue to bind a Party for a period of 1 year after the expiration or termination of this Agreement.

30. Notices

30.1 In writing

1. Except as otherwise provided in this Agreement, any Notice or other communication issued under this Agreement (Notice) must be:
 - a. in writing and signed by a person duly authorised by the sender; and
 - b. hand delivered or sent by prepaid post or email to the recipient's address or email address specified in clause 24.2, as varied by any Notice given by the recipient to the sender.
2. A Notice issued in accordance with clause 24.1(a) will be taken to be received:
 - a. if hand delivered, on delivery;
 - b. if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - c. if sent by email, when the sender has received a confirmation email from the addressee of the original email (provided that an auto-generated reply from the addressee will not constitute such a confirmation);

but if the delivery, receipt or transmission is not on a Business Day or is after 1700 hours (local time) on a Business Day in the place of receipt, the Notice is taken to be received at 0900 hours (local time) on the next Business Day in the place of receipt.

30.2 Addresses

Unless changed, the Parties' address and other contact details for Notices under this Agreement are:

1. in the case of BEOL, as follows

Non-operational Notices

Beach Energy (Operations) Limited
Level 8, 80 Flinders Street, Adelaide, South Australia 5000
Attention: Commercial Manager (VIC)
Telephone: 08 8338 2833
Email: commercial@beachenergy.com.au

Operational Notices

Beach Energy (Operations) Limited
Level 8, 80 Flinders Street, Adelaide, South Australia 5000
Attention: Head of Commercial Operations & Systems
Telephone: 03 9110 2190
Email: commercialopsvictoria@beachenergy.com.au

2. in the case of Interconnecting Party:

Non-operational Notices

As set out in Item 2.

Operational Notices

As set out in Item 3.

31. Assignment and transfer

31.1 Transfer of Asset

Neither Party may sell, transfer or otherwise dispose of its Asset to any person unless that person has entered into an agreement with both of the Parties in the form set out in Annexure C or such other form as the Parties may agree (**Novation Agreement**).

31.2 Restriction on assignment

A Party may not assign, novate, transfer or otherwise dispose of any or all of its rights or obligations under this Agreement except to a person to whom that Party sells, transfers or otherwise disposes of its Asset under, and in accordance with, clause 25.1.

32. General

32.1 Governing law and jurisdiction

1. This Agreement is governed by the law in force in the State of Victoria.
2. Each Party irrevocably submits to the nonexclusive jurisdiction of courts exercising jurisdiction in the State of Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement.

32.2 Invalidity and enforceability

If any provision of this Agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

32.3 Waiver

No Party may rely on the words or conduct of the other Party as a waiver of any right unless the waiver is in writing and signed by the Party granting the waiver.

32.4 Variation

A variation of any term of this Agreement must be in writing and signed by the Parties.

32.5 Exclusion of implied conditions and warranties

1. The Parties acknowledge and agree that in the performance of this Agreement all implied conditions and warranties are excluded, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this Agreement to be void.
2. Nothing in clause 26.5(a) or elsewhere in this Agreement excludes or limits the application of any provision of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would:
 - a. contravene that statute; or
 - b. cause any part of this Agreement to be void.

32.6 Costs

Each Party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this Agreement and any other agreement or document entered into or signed pursuant to this Agreement.

32.7 Entire Agreement

This Agreement sets out all the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

32.8 Survival

1. Any indemnity or any obligation of confidence under this Agreement is independent of, and survives termination of, this Agreement.
2. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement, including clauses 2.3(b), 20.4, 20.3, 20.5, 22 and 23.

32.9 No reliance

No Party has relied on any statement by any other Party not expressly included in this Agreement.

32.10 Counterparts

1. This Agreement may be executed in any number of counterparts.
2. Each counterpart constitutes an original of this Agreement, and all counterparts together constitute one instrument.

32.11 Electronic execution

1. This Agreement may be executed by or on behalf of the Parties by affixing electronic signatures to this Agreement.
2. If executed by electronic method, an electronic copy of this Agreement duly executed by all Parties will be taken to be an original.

Schedule 1– Agreement Particulars

No.	Item	Details
	Interconnecting Party name, ABN and address	[insert]
	Interconnecting Party contact details for non-operational Notices	[insert]
	Interconnecting Party contact details for operational Notices	[insert]
	Conditions Precedent	<p>BEOL entering into one or more binding agreements with one or more contractors for the engineering, procurement and construction of the Connection Point and the BEOL Other Works (if any) on terms acceptable to BEOL in its absolute discretion, and each such agreement becoming unconditional.</p> <p>Access to land to complete the Connection Point and carry out the BEOL Other Works (if any) being agreed on terms acceptable to BEOL in its absolute discretion.</p> <p>Any other agreements that may reasonably be required by BEOL being entered into on terms acceptable to BEOL in its absolute discretion, and each such agreement becoming unconditional.</p> <p>[insert any other conditions]</p>
	CP Cut-Off Date	[insert]
	End Date	[insert]
	IP Date for Completion	[insert]
	BEOL Date for Completion	[insert]
	Connection Charge at Agreement Date	<p>\$[insert]</p> <p>[Note: The Connection Charge will be negotiated between BEOL and Interconnecting Party after all costs have been determined through engineering studies and may include reimbursement of costs and ongoing operation and maintenance costs.]</p> <p>[Note: Note the comment about a possible early termination payment at clause 26.4]</p>
	Capped Amount	\$[insert]

Signing page

EXECUTED as an agreement.

SIGNED for and on behalf of

**Beach Energy (Operations) Limited ABN 66 007 845
338 by its authorised representative**

in the presence of:

Signature of witness

Authorised representative

**Executed by [insert Interconnecting Party
name] ABN [insert number]** in accordance with
Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Annexure 1– Interconnecting Party Works

1. Facility

[insert description]

2. Interconnecting Party Other Works

[insert description]

3. Specifications for Interconnecting Party Works

[insert]

4. Scope of Work for Interconnecting Party Works

[insert]

Annexure 2– BEOL Works

1. Connection Point

[insert description]

2. BEOL Other Works

[insert description]

Annexure 3– Novation Agreement

Novation Agreement

[Note: If any form of security is to be provided under the Connection Agreement, this agreement may need to be modified, including potentially to add a party (e.g. a guarantor), to deal with the release of that security and its substitution by the Transferee.]

Date

Parties

1. The person described in item 1 of the Schedule (**Transferor**)
 2. The person described in item 2 of the Schedule (**Transferee**)
 3. The person described in item 3 of the Schedule (**Continuing Party**)
-

Background

1. The Transferor and the Continuing Party are the parties to a connection agreement dated [insert] (**Connection Agreement**).
 2. The Transferor wishes to sell or transfer its Asset (as defined in the Connection Agreement) to the Transferee.
 3. The parties have entered into this agreement pursuant to relevant provisions in the Connection Agreement.
-

Agreed terms

1. Terms

Capitalised terms that are used in this agreement that are not otherwise defined, have the meaning given to them in the Connection Agreement.

2. Novation

In consideration of the agreement by each party to pay to each other party the sum of ten dollars on demand, on and from the date that ownership of the Asset is transferred by the Transferor to the Transferee (Transfer Date):

1. the Transferee assumes all of the Transferor's rights and obligations under the Connection Agreement arising on or after the Transfer Date as if the Transferee had been a party to the Connection Agreement instead of the Transferor;
2. subject to clause 4, the Continuing Party and the Transferor have no further rights against each other and owe no obligations to each other under the Connection Agreement; and

3. the Transferee will be deemed to have become a party to the Connection Agreement in place of the Transferor and all references to the Transferor in the Connection Agreement are to be read and construed as references to the Transferee.

3. Consent

Each party consents to the novation of the Connection Agreement from the Transferor to the Transferee in accordance with clause 2.

4. Liability

1. The Transferor remains liable to the Continuing Party for the performance of all of the Transferor's obligations under the Connection Agreement which fell due for performance, but were not performed, before the Transfer Date.
2. The Continuing Party remains liable to the Transferor for the performance of all of the Continuing Party's obligations under the Connection Agreement which fell due for performance, but were not performed, before the Transfer Date.

5. Notices

For the purposes of the Connection Agreement, the address of the Transferee for the purpose of Notices under the Connection Agreement is:

1. the same as the address set out in item 2 of the Schedule; and
2. deemed to be set out in the Connection Agreement in place of the address of the Transferor.

6. Governing law

The governing law of this agreement is the law of Victoria.

Schedule 2 – Novation Details

1. Transferor

Name: [insert]

Address: [insert]

2. Transferee

Name: [insert]

Address: [insert]

3. Continuing Party

Name: [insert]

Address: [insert]

[insert execution clauses]

