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CHAPTER 1 – INTERPRETATION AND ADMINISTRATION OF THE PROCEDURES

Part 1.1 – Commencement, Definitions And Interpretation

1. Commencement and Application

Commented [DM1]: New clause 1.1

(1) These *Procedures* commence on the *go-live date*.

(2) These *Procedures* apply to the following categories of persons:

(a) a person who, or person of a class (as the case may be) who is:

(i) required to register under the National Gas Law and Rules to participate in the regulated retail gas market of South Australia; and

(ii) listed in the Regulations for the purposes of clause 60(2)(a) of Schedule 3 of the National Gas Law, in relation to the regulated retail gas market of South Australia, as a person to be registered as a Registered participant;

(b) any other person who is required to register under the National Gas Law and Rules to participate in the regulated retail gas market of South Australia; or

(c) a person who, or a person of a class (as the case may be) who, is exempted from registration under the National Gas Law and Rules but is required, as a condition of that exemption, to comply with the *Procedures* or part of the *Procedures*. For the avoidance of doubt, if the condition requires compliance with only part of the *Procedures*, only that part of the *Procedures* identified in the condition apply to that person.

2. Definitions

Commented [DM2]: New clause 1.2.1

In these *Procedures*, unless the contrary intention appears:

"accurate" includes complete, correct and current (where applicable, subject to the time frames for updating the *AEMO registry* and *network operators'* databases under these *Procedures*).

"active GBO identification" means the status of a person's *GBO identification* in the *AEMO registry* is neither "suspended" nor "deregistered".

"actual heating degree day" or **"HDD_A"** is calculated under clause 177.

"actual UAFG" has the meaning given to it under clause 230(1).

"actual value" means, subject to clause 157(2), a value calculated under clause 155, and to avoid doubt includes a *deemed actual value*.

{Note: Clause 157(2) permits a *substituted value* to be used in place of an *actual value*.}

{Note: For a *basic-metered delivery point*, an *actual value* may be calculated after undertaking either a *scheduled meter reading* or a *special meter reading* and also for the purposes of a *deemed meter reading*.}

"addressee" has the meaning given to it in clause 12A(1).

"address based identifiers" in relation to the address standard specified in the *AEMO Specification Pack,* the attributes that make up the *address based identifiers* are street type, street suffix, flat or unit type, floor or level type and postal delivery type.

"adjusted non-user-specific amount" has the meaning given to it under clause 272.

"adjusted socialised amount" has the meaning given to it under clause 272.

"AEMO information system" means AEMO's equipment, hardware and software (including the *AEMO registry*) of AEMO used to perform its obligations under these *Procedures*.

"AEMO registry" means the database *maintained* by AEMO under clause 19(1), containing at least the *AEMO standing data* and the information referred to in clause 22(4).

"AEMO Specification Pack" means the protocol which governs the manner and form in which information is to be provided, notice given, notices or documents delivered and requests made as contemplated by these *Procedures*.

"AEMO standing data", in relation to a *delivery point*, means the information set out in clause 20(1) for the *delivery point*.

"affected gas day"

(a) when used in clause 301A, means the *gas day* on which AEMO sends a *notice* under clause 301A(3)(a); and

(b) when used in clause 301B, has the meaning given to it in clause 301B(2); and

(c) when used in clause 301C, has the meaning given to it in clause 301C(2).

"allocation instruction" means a *notice* under clause 188 from a *user* to AEMO specifying how the *user's gas injections* into a *sub-network* are to be

allocated between the *shippers injecting gas* into the *sub-network* on the *user's* behalf for a *gas day*.

"allocation instruction percentage" means the amount calculated under clause 206.

"allowable period" means the period of 102 days after the lodgement of a *transfer request* under clause 80.

"applicable access arrangement" Has the meaning given in the *Law.*

"as-retrieved" means data as retrieved from field equipment by *telemetry* without any examination of the data to determine the validity or completeness of the data or whether there are any obvious errors or omissions in the data.

"associated persons" has the meaning given to it under clause 376.

"average temperature" is calculated under clause 177(5)(e).

"basic meter" means a *meter* which is not an *interval meter*.

{Note: This includes all *meters* which are not read daily by means of *telemetry*, even if they record *gas* flow and other data over daily or shorter intervals.}

"basic-metered", in relation to a *delivery point*, means that *gas* deliveries at the *delivery point* are measured by a *basic meter* or *basic meters*.

"bulk AEMO standing data" has the meaning given to it in clause 23(1).

"bulk AEMO standing data request" has the meaning given to it in clause 23(2).

"business day" means the period between 0800 hours and 1700 hours of a day that is not a Saturday, Sunday or a public holiday in South Australia.

"cancel", in relation to a *transaction*, means terminate the *transaction* before completion.

"complete customer listing" means a listing created and administered by a *user* that comprises a number of data attributes as defined in the *AEMO Specification Pack* for every *MIRN* that is recorded in the *user's* Customer Information System (CIS) for which they are the *current user*.

"complete MIRN listing" means a listing created and administered by a *network operator* that comprises the *MIRN*, *discovery address* and *meter*

number of every *MIRN* that is recorded in the *MIRN database* of that *network operator*.

"corrected volume" or **"V_{CR}"** means the volume of *gas* corrected to metric standard conditions and for the *basic meters* it is calculated using the following formula:

$$V_{CR} = V_{UN} \times \textit{pressure correction factor}.$$

"cost" includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever.

"current user", in relation to a *delivery point*, means the *user* who is assigned to the *delivery point* in the *AEMO registry* and is financially responsible for the *delivery point.*

"customer" means the 'customer' as defined in section 5 of the *NERL* in relation to *gas* delivered at a *delivery point* for particular premises.

"data change notice" means a *notice* under clause 27(3) by the *network operator* to AEMO regarding a change, or anticipated change, to items 20(1)(f), 20(1)(g), 20(1)(h), 20(1)(k) or 20(1)(l) of the *AEMO standing data* for a *delivery point*.

"data change transaction" means the *transaction* initiated by lodgement of a *data change notice*.

"deemed actual value" means the *actual value* contained in a *deemed meter reading*.

"deemed meter reading" is defined in clause 148.

"de-energised" or **"disconnected"**, Have the meanings given in Part 1 of the *NERL*.

{Note: This means, for example, that either the regulator has been removed, the *meter* has been temporarily removed or the *meter* valve has been locked by the *network operator*. The *user* remains responsible for the *delivery point*.}

"delisting request" means a request under clause 173(2)(b) by a *shipper* to AEMO to remove the *shipper's* listing from a *shipper register* in respect of a *user* and a *sub-network* from a specified *effective date*.

"delivery point" means a point defined in a *haulage contract* as the point on the *sub-network* at which a *network operator* delivers *gas* out of the *sub-network* to a *user.*

{Note: The *delivery point* is normally located at:

(a) the inlet of a *gas installation* at a *customer*'s premises; or

(b) the outlet of a *meter* at a *customer*'s premises.

Usually, after the *network operator* delivers the *gas* to the *user*, the *user* immediately on-delivers it to a *customer*.}

"delivery point transaction", in relation to a *delivery point*, means any or all of a *new connection confirmation notice*, a *permanent removal confirmation notice* and a *transfer*.

"deregister", in relation to a *MIRN*, means that the *delivery point* has been *permanently removed*.

{Note: When a *MIRN* is *deregistered*, subject to Division 2.2.3, the process is irreversible, see clause 133(2). Except if a valid *error correction notice* has been accepted by AEMO under clause 35(a) in respect of an incorrect *permanent removal confirmation notice*, a *deregistered MIRN* may never be allocated another *MIRN status*, may never be *transferred*, and takes no part in calculations or allocations under CHAPTER 5. If supply is recommenced at the supply address, a new *MIRN* will be issued.}

"designated RoLR" has the same meaning as in Part 6 of the *NERL*.

"disconnected", see definition of *de-energised.*

"disconnection confirmation notice" means a *notice* under clause 112 from a *network operator* to AEMO advising AEMO that a *delivery point* has been *disconnected*.

"disconnection notice" means a *notice* under clause 105(3) from a *user* to a *network operator* requesting *disconnection* of a *delivery point* specified in the *notice*.

"disconnection withdrawal notice" means a *notice* under clause 108(2) from a *user* to a *network operator* withdrawing an *open disconnection notice* for a *delivery point* specified in the *disconnection withdrawal notice*.

"discovery address", in relation to a *delivery point*, means the address of the premises comprising (as applicable):

(a) flat/unit type; and

{For example: "Flat", "Unit", "Apartment" or "Shop".}

(b) flat/unit number; and

{For example: "18" or "3A".}

(c) floor level type; and

{For example: "sublevel", "basement", "ground floor" or "floor".}

(d) floor level number; and

{For example: "2".}

(e) building/property name; and

{For example: "North Wing, Treasury Building" or "Brindabella".}

(f) location; and

{For example: "corner", "near" or "via".}

(g) house number; and

(h) house number suffix; and

{For example: "A".}

(i) lot number; and

{Note: Lot numbers are allocated to an address prior to street numbering. }

(j) lot number suffix; and

{For example: "B".}

(k) street name; and

{For example: "Rundle" or "Murray".}

(l) street type code; and

{For example: "St", "Rd", "Ave", or "Blvd".}

(m) street suffix; and

{For example: "N", "S", "E" or "W".}

(n) suburb/place/locality; and

{For example: "Adelaide", "Mosman Park" or "Kippa-ring".}

(o) State/Territory; and

(p) post code.

"distributed actual basic-metered withdrawal" or "**DABW**", for a *basic-metered delivery point*, is determined under clause 227A.

"distribution licence" means a licence that authorises the licence holder to operate a distribution system under Part 3 of the *Gas Act 1997 (SA)*.

"distribution tariff code", for a *delivery point*, means a code determined by a *network operator* as a *reasonable and prudent person* and published in accordance with clause 6B, which provides information concerning the applicable haulage tariff and the existence of *delivery point*-specific charges under the *user's haulage contract* in respect of the *delivery point*.

"dog code" refers to a list of codes contained in the "FRC B2B Systems Interface Definitions" in the *AEMO Specification Pack*.

"earlier allocation instruction" means the *allocation instruction* that applied at the start of a *gas day*, being either an *allocation instruction* for the *gas day* or an allocation made by AEMO under clause 192(2) for the *gas day*.

"earliest transfer day" means the date specified in a *transfer request* as the earliest day on which the *requested transfer* may take place, which for a *move in*, would be the date the *customer* is moving into the premises.

"EDD" means effective degree day.

"$E_{(D)}$" is calculated under clause 177(5)(a).

"$E_{(D-1)}$" is calculated under clause 177(5)(b).

"$E_{(D-2)}$" is calculated under clause 177(5)(c).

"$E_{(D-3)}$" is calculated under clause 177(5)(d).

"effective date", as used in clause 173 and associated definitions, has the meaning given to it by that clause.

"electronic form" means a structured electronic file that is capable of being downloaded.

> {Note: These *Procedures* do not prescribe the mode of transmission for a communication in *electronic form*. It may be delivered in any form convenient to the sender and recipient, such as by email, CD-ROM or DVD.}

"EMD sub-network" means any *sub-network* in South Australia other than:

(a) a *farm tap sub-network*;

(b) an *uncovered sub-network*; or

(c) a *sub-network* that is connected to a single *transmission pipeline*.

{Note: Currently, only the Adelaide metro *sub-network* (the *sub-network* identified by the code 2101 in accordance with Sub Appendix 1.2) is an *EMD sub-network*.}

"energise", Has the meaning given in Part 1 of the *NERL*.

"energy ombudsman" has the same meaning as the *NERL*.

"energy value" means an *actual value*, a *deemed actual value*, an *estimated value* or a *substituted value*, as applicable.

"energy value type" means one of the four types of an *energy value*, namely *actual value*, *deemed actual value*, *estimated value* or *substituted value*, as applicable.

"error correction notice" means a *notice* under clause 32(6) to AEMO regarding a correction to the *AEMO standing data* for a *delivery point* as a result of an incorrect *delivery point transaction*.

"error correction objection" means a *notice* under clause 36(2) from a *participant* to AEMO objecting to an *error correction transaction* lodged in respect of an incorrect *transfer*, for a *delivery point* specified in the *notice*.

"error correction objection resolution period" means (as applicable):

(a) if an *error correction objection* is not lodged under clause 36(1) — the period ending when the time allowed for lodging an *error correction objection* under clause 36(1) expires; or

(b) if an *error correction objection* is lodged under clause 36(1) — the period ending when the time allowed for lodging an *error correction objection withdrawal notice* under clause 39(1) expires.

"error correction objection withdrawal notice" means a *notice* under clause 39(2) from a *participant* to AEMO withdrawing an *open error correction objection* for a *delivery point* specified in the *notice*.

"error correction transaction" means the *transaction* initiated by lodgement of an *error correction notice*.

"error correction withdrawal notice" means a *notice* under clause 43(3) from a *current user* to AEMO withdrawing an *open error correction notice* lodged in respect of an incorrect *transfer*, for a *delivery point* specified in the *notice*.

"estimated basic-metered withdrawal" for a *basic-metered delivery point* is calculated under clause 226.

"estimated value" means a value calculated under clause 156, and (except in clause 157), does not include an *estimated value* which has been designated under clause 157 to be a *substituted value*.

"EUAFG" means estimate of unaccounted for *gas* under clause 229.

"explicit informed consent" has the meaning given in Part 1 of the *NERL*.

"failed Retailer" has the same meaning as in Part 6 of the *NERL*.

"farm tap sub-network" means a *delivery point* which is connected to only one *transmission pipeline* and is not connected by a *GDS* or part of a *GDS* to any other *delivery point*, which a *network operator* identifies under clause 15 as a *sub-network* for contractual and operational purposes and which is listed in Appendix 1.

"flow profile control" in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that the *gate point* discharge pressure is limited to the maximum allowable operating pressure of the *sub-network*.

"flow ratio control" in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that:

- within normal equipment tolerances, the *gate point* flow rate is maintained at a pre-determined ratio to the flow rate of all other *gate points* connected to the *sub-network*; and
- the *gate point* discharge pressure is limited to the maximum allowable operating pressure of the *sub-network*.

"flow signal" has the meaning given to it in clause 217A.

"force majeure event" in relation to any person, means any act beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any obligation of that person under any agreement but excluding any acts resulting from any action or omission or default of that person or any agent of that person.

"forecast basic-metered withdrawals" or **"UFBW"**, in relation to a *user*, means the forecast withdrawals for the *user's basic-metered delivery points* in a *sub-network* for a *gas day*, in megajoules, calculated by AEMO under clause 204(1)(a).

"forecast EDD" is calculated under clause 177.

"forecast heating degree day" or **"HDD_F"** is calculated under clause 177.

"forecast interval-metered withdrawals" or **"UFIW"**, in relation to a *user*, means the forecast withdrawals for the *user's interval-metered delivery points*

in a *sub-network* for a *gas day*, in megajoules, provided to AEMO by the *user* under clause 202(1)(b).

"FRC HUB" means the *information system* provided by AEMO for the transmission of aseXML messages under these *Procedures*.

"FRC HUB certification criteria" means the criteria specified in the Connectivity Testing and Technical Certification document within the *AEMO Specification Pack*.

"FRC HUB certification process" means the testing process set out in the Connectivity Testing and Technical Certification document within the *AEMO Specification Pack* to ensure that a person's *information system* complies with the requirements of the *FRC HUB Conditions*.

"FRC Hub compliance certificate" means a certificate issued by AEMO certifying that the person named in the certificate is entitled to send and receive *notices* under these *Procedures* via the *FRC Hub*.

"FRC HUB Operational Terms and Conditions" means the terms and conditions under which AEMO, each *user* and *network operator* seek connection to and are obliged to operate under when connecting to and issuing or receiving transactions on the *FRC HUB*.

"FUAFG" means the *network operator's* forecast of unaccounted for *gas* under clause 201.

"full business day" means a full 9 hour period commencing at *start of business* and ending at *close of business*.

{Examples: If an objection must be lodged within 2 *full business days* after a *process time*, then:

(a) if the *process time* is 7.59am on Tuesday, the objection must be lodged before 5.00pm on Wednesday; and

(b) if the *process time* is 8.01am on Tuesday, the objection must be lodged before 5.00pm on Thursday; and

(c) if the *process time* is 11.00am on Friday, the objection must be lodged before 5.00pm on Tuesday; and

(d) if the *process time* is 11:00pm on Tuesday, the objection must be lodged before 5:00pm on Thursday.}

"gas" has the meaning given to the term "natural gas" in the National Gas Law.

"gas day" a period of 24 consecutive hours starting at the same time as the *standard gas day* as defined in Part 26 of the National Gas Rules.

{Note: The meaning of the term "*gas day*" for 30 September 2019 is described in clause 419},

"gas day D" has the meaning given to it by clause 3(3).

"gas emergency" means a disruption to normal *gas* supply to a *sub-network* that commences either:

(a) when the Minister with administrative responsibility for the *Gas Act 1997 (SA)* issues directions requiring a *participant* to curtail the supply of *gas* to one or more *customers* within the *sub-network*; or

(b) when AEMO receives written *notice* from at least one *shipper* that a *force majeure event* is likely to cause, or has caused, a shortfall in deliveries for *shippers* at a *gate point* for the *sub-network*, and AEMO is satisfied that the shortfall in deliveries for all *shippers* at the *gate point* is likely to exceed 10% of the sum of all *users' required withdrawals* for the *sub-network*;

"gas installation" has the same meaning as it has under the *Gas Act 1997 (SA)*.

{Note: At the time these *Procedures* commenced, that definition was "...means fixed pipes and any fixed *gas* appliances, and associated equipment (including flues), installed in a place for the conveyance, control, measurement or use of *gas* that is, is to be, or has been, supplied (whether by a distribution system or pressurised vessel) for consumption in the place, but does not include *gas* infrastructure".}

"gas zone" means a part of a *GDS* which a *network operator* identifies under clause 15 as a gas zone for contractual and operational purposes.

{Note: In most instances, each *sub-network* will be a single *gas zone*.}

"gas zone code" means the 5-digit numeric *gas* code assigned to each *gas zone* within a *GDS* under Appendix 1.

"gate point" for a *sub-network* means a point (which may be the same location as a *physical gate point*), which is designated as a gate point under clause 174 for the *sub-network*.

{Note: A *gate point* is also sometimes called a "delivery point" or a "notional gate point" by *pipeline operators*, and a "receipt point" by *network operators*. The *gate point* is usually adjacent to an associated "gate station" and it is the sum of all "physical gate points" from a *transmission pipeline* on a *sub-network*.}

"gate point metering data" has the meaning given to it under clause 152(1)(a).

"GBO identification" means the unique *gas* business operator identifier issued by AEMO under clause 22 to AEMO and to each person required to comply with these *Procedures*.

"GDS" means the *gas* distribution system being those *transmission pipelines* owned and operated by a *network operator*.

"go-live date" means 1 October 2009 or any other date fixed by Ministerial Gazette notice as this date.

"GST" has the same meaning as it has under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

{Note: At the time these *Procedures* commenced, that definition was: "…means tax that is payable under the *GST law* and imposed as goods and services tax by any of these:

(a) the A New Tax System (Goods and Services Tax Imposition—General) Act 1999; or

(b) the A New Tax System (Goods and Services Tax Imposition—Customs) Act 1999; or

(c) the A New Tax System (Goods and Services Tax Imposition—Excise) Act 1999."}

"haulage contract" means a contract between a *network operator* and a *user* for the transportation of *gas* through the *network operator's GDS* and, for the purposes of clause 86(1), also means that:

(a) any condition precedent to the contract has been satisfied or waived; and

(b) no notice to validly terminate the contract has been issued by a party to the contract to the other party.

"HDD zone" means a *positive HDD zone* or a *negative HDD zone*.

"heating degree day" is calculated under clause 177.

"heating value" means as determined by the *Technical Regulator* (as established under the *Electricity Act 1996 (SA)* and the *Gas Act 1997 (SA)*) and notified to *participants* from time to time.

{Note: *heating value* is also known as "higher heating value", "gross heating value" and "superior heating value".}

"heating value data" means the *heating value* for a *gas zone* for a *gas day* that is calculated under clause 169.

"historical gas day i" has the meaning given to it under clause 218(3).

"historical metering data" means the *metering data* for every *delivery point* in a *network operator's GDS* retained in accordance with clause 168.

"historical meter reading data", in relation to a *delivery point*, means the *meter reading data* for the *delivery point* retained under clause 168.

"historical AEMO standing data", in relation to a *delivery point*, means the *AEMO standing data* for the *delivery point* retained by AEMO under clause 54.

"historical AEMO standing data request" means a *notice* under clause 56(4) from a *user* or a *network operator* to AEMO requesting *historical AEMO standing data* for a *delivery point* specified in the request.

"historical UAFG day" has the meaning given to it in clause 230.

"H_{sun}" has the meaning given to it in clause 177(3)(c).

"in-progress Procedure change" means a proposal to make *Procedures* under section 135ED of the Rules that:

(a) has not been rejected by AEMO under section 135ED of the Rules; and

(b) has not come into effect in accordance with Part 15B of the Rules.

"immediately", in relation to a *notice*, is defined in clause 11(1).

"inaccurate" means not *accurate*.

"incoming user" means a *user* or prospective *user* who wishes to withdraw *gas* at a *delivery point* where another *user* is the *current user*.

"index reading" means the numerical reading of a *meter* index, which represents uncorrected volume, as observed by the *meter* reader when physically undertaking a *meter reading*.

"index type" means an indicator showing whether a *meter* reads in metric or imperial units.

{Note: For the conversion between metric and imperial, refer to clause 6.}

"indirect damage" suffered by a person means:

(a) any consequential loss or damage however caused, including any:

(i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or

(ii) loss or damage due to business interruption,

whether or not the consequential loss or damage was foreseeable; and

(b) any liability of the person to any other person, or any claim, demand, action or proceeding brought against the person by any other person, and any *costs* or expenses in connection with the claim, demand, action or proceeding.

"information system" means equipment, hardware and software of a person required to comply with these *Procedures* which is used to perform the person's obligations under these *Procedures*.

"injecting" means the process of delivering *gas* out of a *transmission pipeline*, through a *gate point* and into a *sub-network*.

{Note: This process will usually be termed "delivery" by the *pipeline operator*, and "receipt" by the *network operator*.}

"insolvency official" has the same meaning as in Part 6 of the *NERL*.

"instantaneous flow rate" has the meaning given to it in clause 217A.

"interested person" means, in relation to a matter:

(a) a government representative in South Australia; or

(b) any other person the jurisdictional regulator for South Australia considers has a legitimate interest in the matter or should be consulted in relation to the matter.

"interval meter" means a *meter* which:

(a) is read by means of *telemetry*; and

(b) aggregates the flow of *gas* across time, and records that flow for each hour.

"interval-meter demand profile" is provided under clause 202(1) and comprises 24 numbers which sum to 1 and are the *user's* estimate, for each hour in the *gas day*, of the proportion of its *forecast interval-metered withdrawals* which will be withdrawn during the hour.

"interval-metered", in relation to a *delivery point*, means that *gas* deliveries at the *delivery point* are measured by an *interval meter*.

"last date of modification", for a *delivery point*, means the date the last update to any item of *AEMO standing data* became effective in the *AEMO registry*.

"last valid day" has the meaning given to it in clause 223.

"law" means the National Gas Law as set out in the schedule to the National Gas (South Australia) Act 2008 (SA).

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"like day substitution methodology" has the meaning given to that term in Sub-appendix 2.3 of Appendix 2.

"listing request" means a request by a *shipper* to AEMO to list it in the *shipper register* in respect of a *user* and a *sub-network* from a specified *effective date*.

"local area retailer" means a retailer nominated as a *local area retailer* for any of the participating jurisdictions under the *NERL*.

"maintain" includes (as necessary and as applicable) calibrate, test, verify, renew, replace or update.

"market responsive flow control" in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that:

- within normal equipment tolerances, by following the *pipeline profiled forecast* for that *gate point* determined by AEMO under clause 207; and
- the *gate point* discharge pressure is limited to the maximum allowable operating pressure of the *sub-network*.

"market responsive flow control pipeline" means a *transmission pipeline* for which it is intended that the *injections* of *gas* on a day follow a *pipeline profile forecast* provided by a third party.

"market share", with respect to a *user*, who is a *participant*, at a particular time, means the market share of the *user* in South Australia determined by AEMO on the basis of either or a combination of both:

(i) the percentage of *energised* and *de-energised delivery points* for which the *user* is recorded in the *AEMO registry* as the *current user* in South Australia as compared to the total number of *energised* and *decommissioned delivery points* recorded in the *AEMO registry* for South Australia on the last day of each month; or

(ii) the total *gas* withdrawn at the *user's delivery points*, for which the *user* is recorded in the *AEMO registry* as the *current user* in South Australia, during each month.

"meter" means a device used to directly measure the mass or volume of *gas* passing through it and includes the associated equipment attached to the device to filter, control or regulate that flow of *gas.*

"meter number" means the unique identification number allocated to a *meter*.

"meter reading" means reading a *meter* physically or by *telemetry.*

"meter reading data" means the data actually obtained by reading a *meter* physically or by *telemetry*, and includes:

(a) for a *basic meter* — the *index reading*; and

(b) for an *interval meter* — the *corrected volume* of *gas* delivered in each hour, and such other data as is required for *verification* by a *network operator* or provided by the *meter* in normal circumstances.

{Note: The data obtained from different types of *interval meter* varies.}

"meter reading route" means a route specified in a *meter reading schedule*.

"meter reading schedule" means a schedule provided by a *network operator* to a *user* under clause 144(1), as amended under clause 145.

"meter standing data", in relation to a *delivery point,* means the information set out in clause 60(1)(a) to clause 60(1)(j) for the *delivery point*.

"meter type" means whether a *meter* is a *basic meter* or an *interval meter*.

"metering data" means the information provided by a *network operator* to a *current user* under clause 160, to an *incoming user* under clause 161 and to AEMO under clause 162 for the applicable *meter type*.

"metering period", in relation to a *meter reading*, means the period between the current *meter reading* and the previous *meter reading*.

{Example: For an *interval meter* the *meter reading period* will usually be 1 *gas day*, and for a *basic meter* it will usually be approximately 1 month or approximately 3 months.}

"MIRN" means the unique 10-digit numeric *meter* installation registration number that a *network operator* assigns to each *delivery point* in its *GDS*.

"MIRN checksum" means the single digit numeric identifier that is calculated under Appendix 3 for a *MIRN*.

"MIRN database" means a database maintained by each *network operator* under clause 58 containing the *MIRN standing data* and information regarding each *delivery point* that is located in the *network operator's GDS*.

"MIRN discovery request" means a *notice* under clause 74(2) from a *user* to a *network operator*, requesting the *network operator* to provide the *MIRN standing data* for a *delivery point*.

"MIRN standing data", in relation to a *delivery point,* means the information set out in clauses 58(a) to 58(g) for the *delivery point*.

"MIRN status" means (as applicable):

(a) *registered*; or

(b) *energised*, *de-energised* or *deregistered*.

{Note: The following table shows each *MIRN status* value and the corresponding *meter* status:

MIRN status	Meter status
registered	A service inlet has been installed at the *delivery point*
energised	energised and not *disconnected* or permanently removed (including after the *delivery point* has been *reconnected*)
De-energised	*disconnected* (temporary)
Deregistered	permanently removed

}

"monthly interval-meter load percentage" or **"MILP"** has the meaning given to it in clause 184A.

"move in" is defined in clause 78.

"MSD database" means a database *maintained* by each *network operator* under clause 60 containing at least the *meter standing data* for each *delivery point* that is located in the *network operator's GDS*.

"multi-shipper allocation agreement" has the meaning given to it under clause 302.

"multi-shipper allocation report" has the meaning given to it in clause 302.

"negative HDD zone" has the meaning given to that term in Appendix 11.

"NERL" means the National Energy Retail Law as set out in the schedule to the *National Energy Retail Law (South Australia) Act 2011* (SA), as applied as a law of South Australia.

"net system load" has the meaning given to that term in clause 223.

"network information system" means the equipment, hardware and software (including the *network operator databases*) of the *network operator* used for interconnection to the *AEMO information system*.

"network operator" means a registered participant who participates in the market in the registrable capacity of "network operator" under the Rule and has registered with AEMO under the National Gas Rules in that registerable capacity.

"new connection" has the same meaning as Part 12A of the National Gas Rules.

"new connection confirmation notice" means a *notice* under clause 66 from a *network operator* to AEMO advising AEMO that a *delivery point* has been *energised*.

"nomination estimation methodology" has the meaning given to that term in Sub-Appendix 2.3 of Appendix 2.

"non-temperature-sensitive base load" means the average daily energy consumption that is unaffected by temperature for a *basic-metered delivery point* as advised by the *network operator* from time to time under clause 203.

"normalisation factor" for a *basic-metered delivery point* is calculated under clause 225.

"notice" means a notice given under these *Procedures* in accordance with Part 1.3.

"NSL" means *net system load*.

"open", in relation to a *transaction* or a *notice*, means that the *transaction* or *notice* has been lodged with AEMO or a *network operator* (as applicable), but has not been *cancelled* or completed.

"participant" means each of a *user* and a *network operator*.

"pending" means:

(a) in relation to an *open requested transfer* — that AEMO has permitted the *requested transfer* under clause 98 or 100, as the case may be, and is waiting for the *network operator* to provide *metering data* that contains an *actual value*; and

(b) in relation to an *open error correction transaction* — that AEMO has permitted an *error correction notice* in respect of an incorrect *transfer* under clause 46(1).

"permanent removal" means to permanently preclude *gas* being supplied at a *delivery point*.

{Note: An action to *permanently remove* a *delivery point* can include the removal of the *meter* and the service pipe. The *user* ceases to be responsible for the *delivery point* upon *permanent removal*.}

"permanent removal confirmation notice" means a *notice* under clause 128 from a *network operator* to AEMO advising AEMO that a *delivery point* has been *permanently removed*.

"permanent removal request" means a *notice* under clause 125(4) from a *user* to a *network operator* requesting the *network operator* to *permanently remove* a *delivery point* specified in the *notice*.

"permitted down time" has the meaning given to that term in the *FRC HUB Operational Terms and Conditions*.

"physical gate point" means a point defined as such in the relevant *pipeline* Access Arrangement and in any event is a point on the *transmission pipeline* at which *gas* is withdrawn from the *transmission pipeline* for *injection* into the *GDS*.

"physical gate point metering data" for a *physical gate point* means any two of the three data set out under clause 151(1).

"pipeline corrected injections" has the meaning given to it under clause 220(2).

"pipeline injections" has the meaning given to it under clause 220(1).

"pipeline operator", in relation to a *GDS*, means the operator of a *transmission pipeline* which is interconnected with the *GDS*.

"pipeline profiled forecast" means the forecast determined by AEMO under clause 207.

"positive HDD zone" has the meaning given to that terms in Appendix 11

"prescribed person" means a *shipper* and a *self-contracting user*.

"pressure control" in relation to a *gate point* means a control system designed to control the *gate point* flow rate such that the *gate point* outlet pressure is maintained within normal equipment tolerances of a set pressure.

"pressure correction factor" means a numerical factor (reflecting pressure, temperature and elevation) which is held in the *MSD database* for a *meter* and can be used to convert an uncorrected volume reading from the *meter*

into a *corrected volume* at "metric standard conditions" being a pressure of 101.325 kPa and a temperature of 15ºC.

"previous user" means a *user*, who was recorded in the *AEMO registry* as the *current user*, immediately prior to the present *current user*.

"Procedures" means these Retail Market Procedures (South Australia).

"process time" means the time and date a *notice* lodged with AEMO w as processed by AEMO.

"profile" means a profile determined by AEMO under clause 209.

"promptly", in relation to a *notice*, is defined in clause 11(2).

"proxy ground temperature" or **"T_{gnd}"** is calculated under clause 177(5)(g).

"readiness certificate" means the certificate issued by AEMO upon a person required to comply with these *Procedures* satisfaction of the *readiness criteria*.

"readiness criteria" means the criteria set out in the *AEMO Specification Pack*.

"readiness testing process" means the testing process set out in the *readiness criteria*.

"reading day number" means a number recorded in a *network operator's meter reading schedule* to denote which days during the calendar year a *meter* w ill be read by a *network operator*, and the *meter reading* frequency.

"reasonable and prudent person" means a person who exercises that degree of reasonableness, diligence, prudence and foresight that would reasonably and ordinarily be exercised by a skilled and experienced person doing a similar thing in similar circumstances and conditions in accordance w ith applicable *laws* and standards that are at least equivalent to practices and standards generally accepted in the *gas* industry in Australia.

"recalculated" in relation to a profiled forecast, means a profiled forecast recalculated under clause 216(1)(a).

"recipient users" has the meaning given to it under clause 300A.

"recipient" means any or all of each *participant*, *pipeline operator* and *prescribed person*.

"reconnected", in relation to a *delivery point*, that has been *de-energised* or *disconnected,* where action has been taken to allow gas to be supplied at that *delivery point.*

"reconnection notice" means a *notice* under clause 117(3) from a *user* to a *network operator* requesting *reconnection* of a *delivery point* specified in the *notice*.

"reconnection confirmation notice" means a *notice* under clause 120 from a *network operator* to AEMO advising AEMO that a *delivery point* has been *reconnected*.

"Register of Weather Related Information" is an industry reference document that specifies the following,

For South Australia it specifies,

(a) For a given *HDD Zone*, which weather station data must be used, and
(b) Coefficients for *heating degree day* calculations

"registered", in relation to a *MIRN* in South Australia, means that a service inlet (a connection from the main to the *meter* inlet) has been installed at the *delivery point*.

"related shipper" in relation to a *user* for a *sub-network*, means a *shipper* that, from time to time, *injects gas* into the *sub-network* on behalf of the *user*.

"removal request" means a *notice* by a *pipeline operator* to AEMO requesting AEMO to remove the *shipper* from the *shipper register*.

"Re-energise" - Has the meaning given in Part 1 of the *NERL*.

"requested transfer" means a *transfer* requested for a *delivery point* by the lodgement of a *transfer request*.

"retailer" means a *user* that participates in the retail gas market of South Australia in a registrable capacity of a 'retailer' under the National Gas Rules, and has registered with AEMO under the National Gas Rules in that registerable capacity.

"revised allocation instruction" means an instruction from a *user* that:

(a) specifies how the *user's gas injections* into a *sub-network* are to be allocated between *shippers injecting gas* into the *sub-network* on the *user's* behalf for a *gas day*; and

(b) is provided by a *user* in substitution for:

(i) an *allocation instruction* for the *gas day*; or

(ii) an allocation made by AEMO under clause 192(2) for the *gas day*.

"revised estimate of unaccounted for gas" is calculated under clause 223(2)(b).

"revised user's unaccounted for gas" means the amount calculated under clause 223.

"RoLR event" Has the same meaning as in Part 6 of the *NERL*.

"RoLR transfer date" has the same meaning as "transfer date" in Part 6 of the *NERL*.

"scheduled meter reading" means a *meter reading* of a *delivery point* that is scheduled to occur under the *network operator's meter reading schedule*.

"secondary recipient" means a person to whom a *recipient* discloses information.

"self-contracting user" means an entity that participates in the retail gas market of the South Australia in a registrable capacity of a 'self contacting user' under the National Gas Rules, and has registered with AEMO under the National Gas Rules in that registrable capacity.

"service order in flight report" means a listing created and administered by a *network operator* that comprises a number of data attributes as defined in the *AEMO Specification Pack* of every *MIRN* that the *failed retailer* has initiated a service order and the *network operator* has yet to complete the request.

"service order reference" means the unique identifier used to identify a *user's* service order as either:

(a) specified by a *user* under clauses 105(3)(b)(i), 117(3)(b) or 125(4)(b); or

(b) assigned by AEMO under clause 81(5).

"settlement period" has the meaning given to it under clause 218(3).

"shipper" means a person that has a *gas* transportation agreement with a *pipeline operator* for the delivery of *gas* at a *gate point* to a *user*.

"shipper profiled forecast" means the forecast produced under clause 206.

"shipper register" means the register of *shippers providers* established under clause 173.

"shipper's deemed injection" is calculated under clause 246.

"shipper's quantity" has the meaning given to it in clause 206.

"small use customer" has the meaning given to "small customer" under section 4 of the *Gas Act 1997 (SA)*.

"small use customer indicator" means the indicator of a *customer's* annual consumption of *gas* determined by AEMO for each *basic-metered delivery point* under clause 373B.

"special meter reading" means a *meter reading* undertaken other than under a *meter reading schedule*.

"status report" has the meaning given to it in clause 228.

"street/suburb combination" means a combination of a:

(a) street name; and

{For example: "Rundle" or "Murray".)

(b) street type code; and

{For example: "St", "Rd", "Ave", or "Blvd".)

(c) street suffix; and

{For example: "N", "S", "E" or "W".)

(d) the suburb, place or locality in which the street is located; and

{For example: "Adelaide", "Mosman Park" or "Kippa-ring".)

(e) State/Territory; and

{For example: "SA".)

(f) post code.

"street/suburb table" means a table of *street/suburb combinations* extracted from a *MIRN database* under clause 59.

"sub-network" means:

(a) a part of a *GDS* which a *network operator* identifies under clause 15 as a sub-network for contractual and operational purposes and which is listed in Appendix 1; or

(b) a *farm tap sub-network*.

"sub-network (basic-meter) profiled forecast" is calculated under clause 205(1)(a).

"sub-network (interval-meter) profiled forecast" is calculated under clause 205(1)(b).

"sub-network profiled forecast" is calculated under clause 205(2).

"substituted value" means a value designated as such under clause 157.

"system down time" has the meaning given to it in clause 304.

"Technical Regulator" has the meaning given to "Technical Regulator" under section 4 of the *Gas Act 1997* (SA).

"telemetry" means the communication equipment used for transmission of data collected from *meters* to a *network operator's* central data management system and typically encompasses modems, telecom landline (which may be dedicated or part of the PSTN network) or radio transceivers (which may be in the form of a dedicated radio network, GSM, GPRS or satellite telephony).

"temperature sensitivity heating rate" means the rate at which the energy consumption for a *delivery point* varies with change in the *heating degree day* value as advised by the *network operator* from time to time under clause 203.

"T_{max}" has the meaning given to it in clause 177(3)(a).

"T_{min}" has the meaning given to it in clause 177(3)(b).

"total corrected injections" for a *sub-network* is calculated under clause 221.

"total sun hours" is calculated under clause 177(5)(f).

"transaction" means the process initiated by the lodgement of a *notice* with AEMO under these *Procedures*, which if completed, will result in an amendment to the *AEMO standing data*.

"transfer" means the transfer under these *Procedures* of the responsibility for *gas* delivery to a *delivery point* from the *current user* to an *incoming user*.

> {Note: For the purposes of these *Procedures* a *transfer* is effected by recording the *incoming user* as the *current user* in the *AEMO registry* — see clause 52(a). From a *customer's* perspective, the effect of such a *transfer* will be to *transfer* the *customer* from the *current user* to the *incoming user*.
>
> In South Australia, delivery is equivalent to the supply and sale}

"transfer confirmation" means a *notice* under clause 102 that the *transfer* of the *delivery point* specified in the *notice* has occurred.

"transfer day" means the *gas day* commencing at the *transfer time*.

"transfer objection" means (as applicable) a *notice* under clause 86(2) from a *network operator*.

"transfer objection resolution period" means (as applicable):

(a) if a *transfer objection* has been lodged under clause 86(1) — the period ending when the time allowed for lodging a *transfer objection withdrawal notice* under clause 91(1) expires; or

(b) if a *transfer objection* has not been lodged under clause 86(1) — the period ending when the time allowed for lodging a *transfer objection* under clause 86(1) expires.

"transfer objection withdrawal notice" means a *notice* under clause 91(2) from a *participant* to AEMO withdrawing an *open transfer objection* for a *delivery point* specified in the *notice*.

"transfer request" means a *notice* under clause 81(1) from an *incoming user* to AEMO requesting AEMO to *transfer gas* deliveries at a *delivery point* specified in the request to the *incoming user*.

"transfer time" means the start of the *gas day*:

(a) during which a *meter reading* that generates an *actual value* for a *basic-metered delivery point* for which a *transfer* is *pending*, was undertaken; or

(b) that an *incoming user* has specified as the *earliest transfer day* for an *interval-metered delivery point*.

"transfer withdrawal notice" means a *notice* under clause 95(4) from an *incoming user* to AEMO withdrawing an *open transfer request* for a *delivery point* specified in the *notice*.

"transferring customer" means the *customer* located at the *delivery point* specified in a *transfer request*.

"transmission contract" means a contract between a *pipeline operator* and *shipper* for the transmission of *gas* through a *transmission pipeline*.

"transmission pipeline" means a pipeline that is classified in accordance with this Law or the Rules as a transmission pipeline and includes any extension to, or expansion of the capacity of, such a pipeline when it is a covered pipeline that, by operation of an applicable access arrangement or under this Law, is to be treated as part of the pipeline.

"uncovered sub-network" means a *sub-network* which is not:

(a) a "covered pipeline" as defined in the National Gas Law; or

(b) subject to any other third party access regime under a *law* or under an instrument having effect under a *law*.

"user" means an entity that has a *haulage contract* for the transport of *gas* through a *sub-network* under these *Procedures*, and includes *retailers and self contracting users* unless otherwise indicated.

"user's (basic-meter) profiled forecast" is calculated under clause 204(1)(b).

"user's basic-metered withdrawals" has the meaning given to it under clause 230.

"user's daily forecast" is calculated under clause 204(3).

"user's estimated basic-metered withdrawals" or **"UEBW"** is calculated under clause 227.

"user's estimated total withdrawals" for a *user* for a *sub-network* for a *gas day* is calculated under clause 228.

"user's gas injections" has the meaning as given to it in clause 187.

"user's (interval-meter) profiled forecast" is calculated under clause 204(1)(d).

"user's interval-metered withdrawals" or **"UIW"** is calculated under clause 222.

"user's profiled forecast" is calculated under clause 204.

"user's required withdrawals" means for a *user* for a *gas day* the sum of:

- *UDBW*;
- *UIW*;
- *UAUAFG*.

"UUAFG" is defined in clause 229(2).

"verification" means the process undertaken by a *network operator* in accordance with the verification guidelines contained in sections 2.2.1 and 2.2.2 of Appendix 2 to ensure the accuracy of the *metering data*.

3. Interpretation

Commented [DM3]: New clause 1.2.2

(1) In these *Procedures* and despite any inconsistency with Schedule 2 to the National Gas Law , unless the contrary intention appears:

(a) a reference to:

(i) one gender includes any other gender; and

(ii) the singular includes the plural and the plural includes the singular; and

(iii) an officer or body of persons includes any other officer or body for the time being exercising the powers or performing the functions of that officer or body; and

(iv) these *Procedures* or any other instrument includes any variation or replacement of any of them; and

(v) a reference to a *law* includes any amendment or re-enactment of it that is for the time being in force, and includes all *laws* made under it from time to time; and

(vi) any statute includes that statute as amended or re-enacted from time to time and any statute enacted in replacement of it; and

(vii) **"writing"** or **"written"** includes communication by facsimile and any other electronic means or format in accordance with these *Procedures* and the *AEMO Specification Pack*; and

(viii) **"under"** includes "by", "by virtue of", "pursuant to" and "in accordance with"; and

(ix) **"day"** means a calendar day; and

(x) a quantity of *gas* is to an energy quantity (expressed in whole MJ), rather than a volumetric or other quantity; and

(xi) **"person"** includes a public body, company, or association or body of persons, corporate or unincorporated; and

(xii) a person includes a reference to the person's personal representatives, executors, administrators, successors and permitted assigns; and

(b) all monetary amounts are in Australian dollars and are exclusive of *GST*; and

(c) headings are for convenience only and do not affect the interpretation, or form part of, these *Procedures*; and

(d) **"copy"** includes a facsimile copy, photocopy or electronic copy; and

(e) **"including"** and similar expressions are not words of limitation; and

(f) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that words or expression have a corresponding meaning; and

(g) where italic typeface has been applied to some words and expressions, it is solely to indicate that those words or phrases may be defined in clause 2 or elsewhere, and in interpreting these *Procedures*, the fact that italic typeface has or has not been applied to a word or expression is to be disregarded; and

(h) where information in these *Procedures* is set out in braces (namely "{" and "}"), whether or not preceded by the expression "Note", "Outline" or "Example", the information, and the information contained in the Introduction to these *Procedures*:

(i) is provided for information only and does not form part of these *Procedures*; and

(ii) is to be disregarded in interpreting these *Procedures*; and

(iii) might not reflect amendments to these *Procedures*.

(2) In these *Procedures* and despite any inconsistency with Schedule 2 to the National Gas Law:

(a) a reference to a *meter reading* "of a *delivery point*" is a reference to a *meter reading* of the *meter* at the *delivery point*;

(b) a reference to the *current user* "for" a *delivery point* is a reference to the *user* who is recorded in the *AEMO registry* as the *user* responsible for *gas* delivery to the *delivery point* and

(c) a reference to the *network operator* "for" a *delivery point* is a reference to the *network operator* of the *sub-network* in which the *delivery point* is located;

(d) when discussing a *delivery point*, a reference to a *MIRN* is a reference to the *MIRN* for the *delivery point*;

(e) when discussing a *MIRN*, a reference to a *delivery point* is a reference to the *delivery point* identified by the *MIRN*;

(f) when discussing a *delivery point* or a *MIRN*, a reference:

(i) to "the *user*" or "the *current user*" is a reference to the *current user* for the *delivery point*; and

(ii) to "the *incoming user*" is a reference to the *incoming user* for the *delivery point*; and

(iii) to "the *meter*" is a reference to the *meter* which measures *gas* withdrawals at the *delivery point*; and

(iv) to "the *sub-network*" is a reference to the *sub-network* in which the *delivery point* is located; and

(v) to "the *network operator*" is a reference to the *network operator* for the *sub-network* in which the *delivery point* is located; and

(vi) to "the *MIRN status*" is a reference to the *delivery point's MIRN status*; and

(vii) to "the *previous user*" is a reference to the *user* that was the *current user* for the *delivery point* before a *transfer*; and

(g) when discussing a *notice*, a reference:

(i) to "the *user"* is a reference to the *current user* for the *delivery point* or *MIRN* specified in the *notice*; and

(ii) to "the *delivery point*" is a reference to the *delivery point* identified by the *MIRN* specified in the *notice*; and

(iii) to "the *MIRN*" is a reference to the *MIRN* identifying the *delivery point* to which the *notice* relates; and

(iv) to "the *current user*" is a reference to the *current user* for the *delivery point* or *MIRN* specified in the *notice*; and

(v) to "the *network operator*" is a reference to the *network operator* for the *delivery point* or *MIRN* specified in the *notice* is located; and

(vi) to "the *discovery address*" is to the *discovery address* specified in the *notice*; and

(vii) to "the *customer*" is to the *customer* located at the *delivery point* identified by the *MIRN* specified in the *notice*;

(viii) to the "*previous user*" is to the *user* who was the *current user* for the *delivery point* identified by the *MIRN* specified in the *notice* before a *transfer* takes effect for the *delivery point*; and

(h) when discussing a *gate point*, a reference to:

(i) the *transmission pipeline* for the *gate point* is reference to the *pipeline* that interconnects with a *sub-network* at the *gate point*; and

(ii) the *pipeline operator* for the *gate point* is a reference to the *pipeline operator* of the *transmission pipeline* that interconnects with a *sub-network* at the *gate point*; and

(iii) the *sub-network* for the *gate point* is a reference to the *sub-network* that interconnects with a *transmission pipeline* at the *gate point*; and

(iv) the *network operator* for the *gate point* is a reference to the *network operator* for the *sub-network* that interconnects with a *transmission pipeline* at the *gate point*; and

(v) a *user* for the *gate point* is a reference to a *user* for the *sub-network* that interconnects with a *transmission pipeline* at the *gate point*; and

(vi) a *related shipper* for the *gate point* is a reference to a *shipper* on the *transmission pipeline* that interconnects with a *sub-network* at the *gate point* that, from time to time *injects gas* into the *sub-network* on behalf of a *user* for the *sub-network*; and

(i) when discussing a *sub-network*, a reference to a *user* for the *sub-network* is a reference to:

(i) each *user* that is the *current user* for at least one *delivery point* in the *sub-network*; or

(ii) each *user* that was previously, but is no longer, the *current user* for at least one *delivery point* in the *sub-network*, until such time as AEMO records a *user's GBO identification* as "deregistered" in the *AEMO registry* under clause 22(10).

(3) In these *Procedures* and despite any inconsistency with Schedule 2 to the National Gas Law, a reference to **"gas day D"** is a reference to whichever *gas day* is designated by the clause as such, and references to **"gas day D-1"** and **"gas day D+1"** are, respectively, references to the *gas day* before *gas day D* and the *gas day* after *gas day D*, respectively, and so on.

{Example: In clause 236, if Wednesday is designated *gas day D*, a reference to *gas day D-1* in clause 236 is a reference to Tuesday.}

4. There is no clause 4.

5. Meter readings deemed to occur at the start of the gas day

Commented [DM4]: Not carried over to new version as this is not in other jurisdiction. Now a note in 3.8.1

A *meter reading* of a *delivery point* taken at any time in a *gas day* is deemed to be a *meter reading* of the *delivery point* at the start of the *gas day*.

6. Calculations, rounding and measurements

Commented [DM5]: New clause 1.2.2

(1) For the purposes of these *Procedures*, one hundred cubic feet equals 2.832 cubic metres.

(2) AEMO and each *participant*, *pipeline operator* and *prescribed person* must comply with Appendix 5 in respect of calculations, rounding and units under these *Procedures*.

6A. Time under these Procedures

Commented [DM6]: New clause 1.2.2

(1) Despite clause 28 of Schedule 2 to the National Gas Law, AEMO must operate the *AEMO information system* and date and time stamp *transactions* under these *Procedures*, including the *process time*, on the basis of market standard time, which is Greenwich Mean Time plus 10 hours.

(2) A reference in these *Procedures*:

(a) as to **"gas day"**:

(i) a reference in these *Procedures* to a day or date is a reference to the *gas day* commencing on the day or date referred to, and ending on the following day or date; and

(ii) references to months, quarters and years are to be given a corresponding meaning; and

(iii) in reckoning periods of months, quarters and years, the 6 or 8 hour offset between months, quarters and years reckoned under clause 6A(2)(a)(ii) and calendar months, quarters and years, is to be disregarded; and

(b) to **"0000 hours"** on a day is to midnight at the start of the day in South Australia; and

(c) to **"2400 hours"** on a day is to midnight at the end of the day in South Australia; and

(d) There is no clause 6A (2) (d).

(e) to a 24 hour period, includes a period adjusted for daylight savings as agreed between AEMO and the persons required to comply with these *Procedures* in South Australia, such that whether it is the start or end of the daylight savings period, it includes a period of 23 and 25 hours respectively.

{Note: only the clauses referred to under clause 6A(d) operate on EST and are excluded from daylight savings. All other clauses are to operate on local or CST and are adjusted for daylight savings. The purpose for the distinction in timing detailed in clause 6A(d) is to align the timing provisions in the Procedures with the requirements under the STTM, which operate on EST and exclude daylight savings.}

Part 1.2 – Compliance With Obligations Under These Procedures

7. Obligation to act as a reasonable and prudent person

Commented [DM7]: New clause 1.2.2 (f).

(1) Subject to clause 7(2), each of AEMO, a *participant*, a *pipeline operator* and a *prescribed person* is excused from the performance of, and is not liable for any failure in, carrying out any of its obligations under these *Procedures*, if it is prevented from doing so by any event or circumstance not within its reasonable control acting as a *reasonable and prudent person* and which it acting as a *reasonable and prudent person* is not able to prevent or overcome.

(2) If a person under these *Procedures* claims the benefit of clause 7(1), it must:

(a) use its reasonable endeavours to remedy the consequences of the event or circumstance without delay; and

(b) endeavour as a *reasonable and prudent person* to resume compliance with its obligations under these *Procedures* as soon as reasonably practicable.

(3) Without limiting clause 7(2)(b), upon the event or circumstance that prevented the person from carrying out its obligations under these *Procedures* ceasing, the person who claimed the benefit under clause 7(1) must provide all data, lodge all *notices* or take all other actions necessary to comply with their obligations, which they were prevented from doing previously due to the event or circumstance having occurred.

Part 1.3 – Notices

8. Requirements of effective notices and nominated contact details

Commented [DM8]: Not carried over to new version. Notice requirements specified in the AEMO Specification Pack documentation.

(1) Subject to this Part 1.3, a *notice* or other communication connected with these *Procedures* has no legal effect unless it is in writing and either sent in the format required under clause 9, or if no format is specified, given as follows:

(a) sent by electronic mail transmission or any other method of electronic communication to the appropriate nominated electronic address of the addressee; or

(b) sent by facsimile to the nominated facsimile number of the addressee; or

(c) delivered by hand to the nominated office of the addressee; or

(d) sent by post to the nominated postal address of the addressee.

(2) Each person required to have a *GBO identification* under clause 22(2), must prior to being issued a *GBO identification* under clause 22(2)(b) provide AEMO with their nominated contact details for at least the type of address and contact

details referred to in clause 8(1) (or such address and contact details as AEMO may request from time to time), and keep AEMO and all other persons with a *GBO identification* under these *Procedures*, informed of any changes to these details as may occur from time to time.

(3) AEMO may, by *notice* to each person who is required under clause 22(2) to have a *GBO identification*, nominate more than one electronic address for the purposes of electronic communications to AEMO under clause 8(1)(a).

(4) A person who is required to have a *GBO identification* under clause 22(2) (other than AEMO) may, by *notice* to AEMO:

(a) for the purposes of electronic communications under clause 8(1)(a) from AEMO to the person – request AEMO to consent to the person nominating more than one electronic address, and AEMO must within 2 *business days notify* the person that it consents to such a request unless there are reasonable grounds for AEMO withholding consent; and

(b) for any other electronic communications under clause 8(1)(a) – nominate more than one electronic address.

(5) A *notice* under clause 8(3) or 8(4) must:

(a) clearly state each electronic address and the electronic communications for which each electronic address must be used; and

(b) specify a date from which the electronic addresses must be used for electronic communications, which must not be less than 12 *business days* from the date that the *notice* is given.

(6) If a *notice* under clause 8(3) or 8(4) is given by a person other than AEMO, AEMO must *notify* each person who is required under clause 22(2) to have a *GBO identification* of the contents of the *notice* within 2 *business days* of receiving the *notice*, and if clause 8(4)(a) applies, whether AEMO consents to the person's nomination.

(7) In an emergency, or other situation where a *reasonable and prudent person* would consider itself justified in departing from the requirements of clause 8(1), a person may give a *notice* other than in accordance with clause 8(1), but if so the person must, as soon as practicable, confirm the *notice* in writing and by a method prescribed by clauses 8(1)(a) to 8(1)(d).

9. Format of notices

Commented [DM9]: Not carried over to new version. Notice requirements specified in the AEMO Specification Pack documentation.

Notices given under these *Procedures* are to be in accordance with the format specified in the "FRC B2B System Interface Definitions" and the "Interface Control Document" (as applicable) as contained in the *AEMO Specification Pack*.

10. There is no clause 10.

11. Delivery times for notices

Commented [DM10]: Not carried over to new version. Notice requirements specified in the AEMO Specification Pack documentation.

(1) If a person (**"sender"**) is required under these *Procedures* to give a *notice* **"immediately"** in:

(a) aseXML format — then subject to clause 11(3), the *sender* must ensure that the *notice* is despatched from the *sender's* gateway within a time consistent with a "medium priority transaction" as defined in section 2.5.5 of the "FRC B2M-B2B Hub System Specifications" in the *AEMO Specification Pack*; or

(b) any other format — the *sender* must ensure that the *notice* is delivered to the recipient within 4.5 hours.

(2) If a sender is required under these *Procedures* to give a *notice* **"promptly"** in:

(a) aseXML format — then subject to clause 11(3) it must ensure that the *notice* is despatched from the *sender's* gateway within a time consistent with a "low priority transaction" as that term is defined in section 2.5.5 of the "FRC B2M-B2B Hub System Specifications" in the *AEMO Specification Pack*; or

(b) any other format — the *sender* must ensure that the *notice* is delivered to the recipient by the end of the next *business day*.

(3) A *sender's* obligations under clauses 11(1)(a) and 11(2)(a) do not apply during *permitted down time*.

12. Notices by facsimile, hand delivery or post

Commented [DM11]: Not carried over to new version. Notice requirements specified in the AEMO Specification Pack documentation.

(1) Any *notice* given in accordance with clauses 8(1)(b) to 8(1)(d) will be deemed to have been received:

(a) subject to clause 12(2), if transmitted by facsimile or delivered by hand before the end of the *business day*, at the time of transmission or on the day of delivery (as applicable), or otherwise, at the commencement of the next *business day*; or

(b) if sent by mail within Australia, on the second *business day* after posting (being, in each case, the time of day at the intended place of receipt of the *notice*).

(2) A facsimile is not deemed given and received unless:

(a) at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the *notice* have been sent; and

(b) if it is not received in full and in legible form— the addressee notifies the sender of that fact within 3 hours after conclusion of the transmission or by 12 noon on the *business day* on which it would otherwise be deemed given and received, whichever is the later.

12A. Notices by email

Commented [DM12]: Not carried over to new version. Notice requirements specified in the AEMO Specification Pack documentation.

(1) A *notice* sent by email is neither given nor received under these *Procedures* until the person sending the email (**"sender"**) receives a reply for the email from the person to whom the email was addressed (**"addressee"**).

(3) It is the sender's responsibility for each attempted email to:

(a) verify that it receives a reply ; and

(b) if it does not receive a reply , arrange either for retransmission of the email, or for communication of the information contained in the email by an alternative medium.

(4) For the purposes of these *Procedures*, unless the *addressee* proves otherwise, an email is deemed to have been given by the *sender* and received by the *addressee* if:

(a) A reply for the email is received by the *addressee* before 17:00 hours , at the date and time shown in the reply ; or

(b) otherwise, at the commencement of the next *business day*.

(5) For the purposes of these *Procedures* a reply :

(a) is not an email that requires receipt of a further reply in order for the reply to have been validly sent and received; and

(b) should not be generated in response to other replies.

13. AEMO may lodge and accept notices on behalf of a self-contracting user

Commented [DM13]: New clause 1.3.6

(1) A *self-contracting user* may request AEMO, or AEMO's nominee, to:

(a) lodge a *transfer request* on its behalf in order for the *self-contracting user* to *transfer* to itself; and

(b) accept *notices* that are required to be in aseXML format under these *Procedures* on behalf of the *self-contracting user* in relation to the *transfer request* referred to in clause 13(1)(a).

(2) Upon receiving a request under clause 13(1), AEMO, or AEMO's nominee, must lodge a *transfer request* and accept *notices* in aseXML format on behalf of a *self-contracting user* on such terms and conditions as AEMO determines.

Part 1.4 – THESE PROCEDURES AND OTHER INSTRUMENTS

14. Other instruments

Commented [DM14]: New clause 1.3.1, 1.3.2

(1) Each person required to comply with these *Procedures*, must also comply with the following documents (as applicable):

(a) the *AEMO Specification Pack*; and

(b) *FRC HUB Operational Terms and Conditions*.

(2) **There is no clause 14(2).**

(3) In the event of any inconsistency between the provisions of these *Procedures* and either of the documents listed in clause 14(1), the inconsistency is to be resolved by giving precedence to these *Procedures*

(4) AEMO must publish the *AEMO Specification Pack* and *FRC HUB Operational Terms and Conditions*, as amended from time to time.

14A. Amendment

Commented [DM15]: New clause 1.3.3

(1) Except otherwise specified in clause 14A(2), the *AEMO Specification Pack* may only be amended by AEMO undertaking one of the following consultative procedures:

(a) the ordinary process for making *Procedures* under rule 135EE of the Rules; or

(b) the expedited process for making *Procedures* under rule 135EF of the Rules.

(2) If a *User* or *Network Operator* or AEMO becomes aware of an addition to the aseXML schema enumerated *address based identifiers*, as soon as practicable after becoming aware of the change the relevant *User* or *Network Operator* or AEMO must:

(a) ensure that this new *address based identifier* is added to the aseXML schema enumerated *address based identifiers* using the rapid change process as set out in the ASWG Change Management Process as published on the AEMO website; and

(b) where there has been an update to the aseXML schema enumerated *address based identifiers*, provide a notice via the *FRC HUB* broadcast email distribution list that an addition to the list has been implemented; and

(c) where a *User* or *Network Operator* or AEMO has received a notice as set out in clause 14A(2)(b), AEMO, all *Users* or *Network Operator* must use reasonable endeavours to implement the updated enumerations file within 10 *business days* but no later than 35 *business days* after the date of the notice.

14B. FRC HUB Operating Terms and Conditions

Commented [DM16]: New clause 1.3.4

(1) In accordance with the certification process (Gas FRC Business to Business Connectivity Testing and System Certification) maintained and published by AEMO, AEMO and each *user* and *network operator* must be certified by AEMO prior to using the *FRC HUB* for transactions specified in the *AEMO Specification Pack*.

(2) A breach by a *user* or *network operator* of the *FRC HUB Operational Terms and Conditions*, is taken to be a breach of these *Procedures* for the purposes of section 91MB of the *Law*.

(3) Where a *user* or *network operator* uses the *FRC HUB* in breach of the *FRC HUB Operational Terms and Conditions*, then as soon as AEMO becomes aware of such breaches AEMO:

(a) must notify the *user* or *network operator* of the breach; and

(b) may take any action in relation to the breach, including issuing a direction to the *user* or *network operator* under section 91MB(4)(b) of the *Law* to rectify the breach or to take specified measures to ensure future compliance (or both).

(4) Where a *user* or *network operator* continues to use the *FRC HUB* in breach of the *FRC HUB Operational Terms and Conditions* after a notice of a breach under clause 14B(3) has been provided to the *user* or *network operator*, and continued significant breaches of the same nature are evident, then AEMO may treat the continued breach as a material breach of these *Procedures* and refer the matter to the AER in accordance with section 91MB(4)(c) of the *Law*.

14C Additional FRC HUB outages

Commented [DM17]: New clause 1.3.5

(1) After consultation with affected *Network Operators* and *Users*, AEMO may determine an outage period during which the *FRC HUB* will not be available, in addition to the outages covered by the *FRC HUB Operational Terms and Conditions* and unplanned outages (an "additional FRC HUB outage").

(2) AEMO must publish details of the additional *FRC HUB* outage at least 7 days before the outage commences.

(3) The published details of the additional *FRC HUB* outage must include any changes to any timing requirement set out in these *Procedures* that will apply during the outage.

Part 1.5 – Appendices

Commented [DM18]: New clause 1.6.

15. Identification of sub-networks, gas zones and gate points

(1) A *network operator* must code each *gas zone* and each *gate point* in its *sub-network* under Appendix 1.

(2) Each *sub-network* and each *gate point* as at the *go-live date* is listed with its identifying code in Appendix 1.

(3) A *network operator*, acting as a *reasonable and prudent person*, may propose to establish a new *sub-network* that is not listed with an identifying code in the section of Appendix 1 in which the *network operator's GDS* resides, and if it does so, it must *notify* AEMO of the proposed new *sub-network*, and of the *HDD zone* for the new *sub-network*, at least 20 *business days* before the *sub-network* becomes operational.

(4) Upon receipt of notification under clause 15(3), AEMO must verify the establishment of the new *sub-network*, and, if satisfied with its verification, must publish to each *participant, pipeline operator* and *prescribed person* an update to the relevant section of Appendix 1 specifying the new *sub-network* and its

identifying code and any applicable new *gate point* and its code, and an update to Appendix 11 specifying the *HDD zone* for *basic-metered delivery points* in the new *sub-network*.

16. There is no clause 16.

THERE IS NO PART 1.6

17. There is no clause 17.

CHAPTER 2 – THE DATABASES

Part 2.1 – The AEMO Registry

{Note: The *AEMO registry* is not the only database that AEMO will be required to create and *maintain* for its operations under these *Procedures*.}

18. AEMO registry is deemed to be correct

Commented [DM19]: Not carried over to new version

(1) If there is an inconsistency between an item of the *AEMO standing data* for a *delivery point* and an item in another database, then for the purposes of these *Procedures* and in the absence of manifest error the *AEMO standing data* is deemed to be correct.

(2) Nothing in clause 18(1) limits *participants'* obligations to lodge a *data change notice* under clause 27 or an *error correction notice* under clause 32.

(3) Nothing in clause 18(1) limits *participants'* ability to enter into agreements to address or correct errors or inaccuracies in the *AEMO standing data* for a *delivery point*, subject to *participants* ensuring they comply with their obligations under clause 26.

{Note: The purpose of clause 18(3) is to permit "off-market" correcting transactions.}

19. Maintenance and administration of the AEMO registry

Commented [DM20]: New clause 2.3.1

(1) AEMO must *maintain* and administer the *AEMO registry* under these *Procedures*.

(2) The *AEMO registry* must include all *delivery points* in South Australia.

20. AEMO standing data

Commented [DM21]: New clause 2.3.1

(1) AEMO must ensure that the *AEMO registry* includes at least the following *accurate* information in respect of each *delivery point* under these *Procedures* from the sources listed below:

Information		Source
(a)	the *MIRN*; and	*network operator*
(b)	the *MIRN status*; and	*network operator*
(c)	the first date on which the *MIRN* became *energised*; and {Note: If the *delivery point* was connected before the commencement of these *Procedures*, this date will differ from the date of first connection.}	AEMO, based on the date notified to it by the *network operator* under clause 65(2)(b)

	Information	Source
(d)	the *GBO Identification* of the *current user*; and	In the case of a *new connection*—*network operator*. In all other cases — AEMO.
(e)	the *GBO Identification* of the *Designated ROLR*; and	AEMO
(f)	the *GBO Identification* of the *network operator*; and	*network operator*
(g)	whether the *delivery point* is equipped with an *interval meter* or a *basic meter*; and	*network operator*
(h)	the *gas zone*; and	*network operator*
(i)	**there is no clause 20(1)(i)**	
(j)	the *small use customer indicator*; and	AEMO
(k)	*non-temperature-sensitive base load*; and	*network operator*
(l)	*temperature sensitivity heating rate*; and	*network operator*
(m)	the *last date of modification*; and	AEMO
(n)	the last person to initiate a modification to the *AEMO registry* for the *MIRN*.	AEMO

(2) In clause 20(1), **"source"** means the person responsible for providing the information to AEMO, not necessarily the person who is the originating source of the information.

21. Current user remains financially responsible for a delivery point

Commented [DM22]: Not carried over to new version

A *user* remains recorded in the *AEMO registry* as the *current user* until such time as:

(a) the *MIRN* is *deregistered*; or

(b) a *transfer* occurs in respect of the *delivery point*; or

(c) AEMO accepts an *error correction transaction* in respect of the *delivery point*.

21A. FRC HUB certification

Commented [DM23]: New clause 1.3.4

(1) Each person who must comply with some or all of these *Procedures*, must participate in the *FRC HUB certification process* and must satisfy the *FRC HUB*

certification criteria prior to the date they are required to comply with these *Procedures*.

(2) Prior to AEMO issuing a *GBO identification* under clause 22(2), AEMO must determine as a *reasonable and prudent operator* whether a person referred to under clause 21A(1) has satisfied the *FRC HUB certification criteria*.

(3) Upon satisfaction of the *FRC HUB certification criteria* under clause 21A(2), AEMO must issue a *FRC HUB compliance certificate* to the person.

(4) AEMO may immediately cancel a *FRC HUB compliance certificate* if, in AEMO's opinion as a *reasonable and prudent person* and having regard to the *FRC HUB certification criteria*, the holder of the *FRC HUB compliance certificate* breaches its obligations under *the FRC HUB Operational Terms and Conditions* and/or the Connectivity Testing and Technical Certification document within the *AEMO Specification Pack* in such a manner that the integrity of the *FRC HUB* is jeopardised.

(5) The consequences of AEMO cancelling a *FRC HUB compliance certificate* for the person whose *FRC HUB compliance certificate* has been cancelled are:

(a) the person must continue to comply with its obligations under these *Procedures*; and

(b) the person is not entitled to personally send and receive *notices* under these *Procedures* via the *FRC HUB* at any time during the period its *FRC HUB compliance certificate* is cancelled; and

(c) subject to clauses 22(6) and 22(10), the status of the person's *GBO identification* remains "active".

{Note: As set out in the *FRC HUB Operational Terms and Conditions*, the prohibition on a person personally sending *notices* via the *FRC HUB* while the person's *FRC HUB compliance certificate* has been cancelled only relates to aseXML transactions, because only aseXML transactions are sent via the *FRC HUB*.

The person whose *FRC HUB compliance certificate* has been cancelled (**"first person"**) could arrange for another person who holds an *FRC HUB compliance certificate* (**"second person"**) to send *notices* on the *first person's* behalf, in order for the *first person* to continue complying with their obligations under these *Procedures*.

If the *first person* cannot and does not continue to comply with their obligations under these *Procedures*, their breach of the *Procedures* could be, if it has not been already, referred to AEMO or the AER under CHAPTER 6.}

(6) AEMO must restore a cancelled *FRC HUB compliance certificate* upon demonstration by the person whose *FRC HUB compliance certificate* has been cancelled, to AEMO's satisfaction as a *reasonable and prudent operator* and having regard to the *FRC HUB certification* criteria, that the person is no longer in breach, or has remedied the breach, of the *Procedures* as referred to in clause 21A(4).

21B. Readiness certification

(1) Each person required to comply with some or all of these *Procedures*, must participate in the *readiness testing process* and must satisfy the *readiness criteria* prior to the date they are required to comply with these *Procedures*.

(2) Prior to AEMO issuing a *GBO identification* under clause 22(2), AEMO must determine as a *reasonable and prudent person* whether a person referred to under clause 21B(1) has satisfied the *readiness criteria*, and if so, issue a *readiness certificate* to the person.

Commented [DM24]: Not carried over to new version. Applying the Gas FRC B2b Connectivity Testing And System Certification approach which applies in Vic, QLD and NSW/ACT.

22. GBO identification

(1) AEMO must have a *GBO identification*.

(2) AEMO must upon issuing a *FRC HUB compliance certificate* under clause 21A(3) and a *readiness certificate* under clause 21B:

(a) *notify* each person required to have a *GBO identification* under clause 22(2), of AEMO's *GBO identification*; and

(b) determine and issue a *GBO identification* for the person for each capacity in which it operates under these *Procedures*; and

(c) record the status of the *GBO identification* issued under clause 22(2)(b) as "active" in the *AEMO registry*; and

(d) within 1 *business day* of issuing a *GBO identification* under clause 22(2)(b), *notify* all other persons with a *GBO identification* under these *Procedures* of the *GBO identification* for the new person and provide them with the information set out in clauses 22(4)(a) to 22(4)(c).

(3) AEMO must ensure that each person required to have a *GBO identification* under these *Procedures* has a different *GBO identification* for each capacity in which it operates under these *Procedures*, including for example:

(a) There is no clause 22(3)(a).

(b) a *shipper* that has contracts for the transportation of *gas* through more than one *transmission pipeline* must have a different *GBO identification* as a *shipper* on each *transmission pipeline*; and

(c) a *pipeline operator* that operates as a *pipeline operator* and a *SSPOLR* must have a *GBO identification* for each role.

(4) AEMO must ensure that the *AEMO registry* holds at least the following *accurate* information in respect of each *GBO identification* issued by AEMO under clause 22(2)(b):

Commented [DM25]: Not carried over to new version. GBO identification removed - identifiers for SA to be dealt with on registration and where necessary in the updated Specification Pack (ICD).

(a) the name of the person; and

(b) the capacity in which the person operates in respect of the *GBO identification*; and

(c) the status of the *GBO identification*, being either "active", "suspended" or "deregistered"; and

(d) the person's nominated contact details as provided under clause 8(2); and

(e) the effective date of any change to the information set out in clauses 22(4)(a) to 22(4)(c).

(5) Upon any detail changing under clause 22(4), AEMO must within 24 hours of making the change, *notify* all other persons with a *GBO identification* that an amendment has been made and provide them with the updated information as set out in clauses 22(4)(a) to 22(4)(e).

(6) AEMO must record a person's *GBO identification* as "suspended" in the *AEMO registry*:

(a) **there is no clause 22(6)(a)**

(b) if the person is a party to an agreement entered into under these *Procedures* which provides for the person's *GBO identification* to be recorded as "suspended" — in accordance with the terms of the agreement.

(7) The consequences of AEMO recording a person's *GBO identification* as "suspended" in the *AEMO registry* are:

(a) the person must continue to comply with its obligations under these *Procedures*; and

(b) for a *user* — without limiting clause 22(7)(a), the *user* is not entitled to exercise any rights granted to it under CHAPTER 2 or CHAPTER 3; and

(c) **there is no clause 22(7)(c)**;

(d) **there is no clause 22(7)(d)**.

(8) To avoid doubt, recording a person's *GBO identification* as "suspended" in the *AEMO registry* has no effect on the operation of CHAPTER 5.

{Note: This means that a *user* with a "suspended" *GBO identification* will continue to be included in the allocation and reconciliation calculations.}

(9) If a person was "suspended" under clause 22(6)(b), then when the agreement provides that the person's *GBO identification* should be marked as "active",

AEMO must record the person's *GBO identification* as "active" in the *AEMO registry*.

(10) AEMO must record a person's *GBO identification* as "deregistered" in the *AEMO registry*:

(a) if the person is no longer required to comply with these *Procedures*— upon AEMO being notified that the person is no longer required to comply with these *Procedures*; and

(b) **there is no clause 22(10)(b)**

(c) if the person ceases to act in the capacity under these *Procedures* to which the *GBO identification* relates — upon that person ceasing to act in that capacity; and

(d) upon the person exiting the market under clause 377B.

(11) The consequence of AEMO recording a person's *GBO identification* as "deregistered" in the *AEMO registry* is that the person is no longer required to comply with these *Procedures* and is not entitled to accrue any rights under these *Procedures*.

23. AEMO to provide bulk AEMO standing data

Commented [DM26]: Moved into ICD section 8.7.3 and 8.7.4.

(1) In this clause, **"bulk AEMO standing data"**:

(a) in relation to a *network operator* — means the *AEMO standing data* for every *delivery point* in the *network operator's GDS*; and

(b) in relation to a *user* — means the *AEMO standing data* for every *delivery point* for which the *user* is the *current user*.

{Note: The purpose of this clause is to allow AEMO and *participants* to compare their databases at a particular time.}

(2) A *participant* may request AEMO to provide the *participant* with *bulk AEMO standing data* (**"bulk AEMO standing data request"**).

(3) A *bulk AEMO standing data request* is valid only if the *participant* requesting the *bulk AEMO standing data* has an *active GBO identification*.

(4) Upon receipt of a *bulk AEMO standing data request* that is not valid, AEMO must *immediately notify* the *participant* that lodged the *bulk AEMO standing data request* that the *bulk AEMO standing data request* has been rejected and provide the reason why the *bulk AEMO standing data request* is not valid.

(5) Subject to clause 23(6), AEMO must provide *bulk AEMO standing data*:

(a) to each *participant* on a quarterly basis; and

(b) subject to clause 23(7), to a *participant* upon receiving a valid *bulk AEMO standing data request*.

(6) AEMO must:

(a) *notify* the *participant* of the time and date on which it will generate *bulk AEMO standing data*, which must be at least 5 *business days* after the date of notification under this clause 23(6)(a); and

(b) generate the *bulk AEMO standing data* at the time and on the date notified under clause 23(6)(a); and

(c) provide the *bulk AEMO standing data* to the *participant* within 2 *business days* after the date of generation under clause 23(6)(b).

(7) AEMO may, by having regard to the number of *bulk AEMO standing data requests* made by a *participant*, impose a limit on the number of *bulk AEMO standing data requests* a *participant* may lodge in any 30 day period for a fixed or indefinite period.

Part 2.2 – Changing The AEMO Registry

Division 2.2.1 – Obligation To Keep AEMO Registry Accurate

24. Purpose of this Part

Commented [DM27]: Not carried over to new version.

The purpose of this Part 2.2 is to ensure that the *AEMO registry* is *accurate*.

25. AEMO must keep AEMO registry accurate

Commented [DM28]: Not carried over to new version.

(1) AEMO must not knowingly permit the *AEMO registry* to be materially *inaccurate*.

(2) If AEMO becomes aware of a material *inaccuracy* in the *AEMO registry*, then:

(a) if it is the source for the item of the *AEMO standing data* under clause 20(1) — it must as a *reasonable and prudent person* correct the *inaccuracy*; or

(b) if it is not the source for the item of the *AEMO standing data* under clause 20(1) — it must notify the *network operator* as soon as practicable and provide details of the *inaccuracy*.

26. Participants must keep AEMO registry accurate

Commented [DM29]: Not carried over to new version.

(1) Without limiting clause 27 or clause 32, a *participant* must not knowingly permit the *AEMO registry* to be materially *inaccurate*.

(2) A *network operator* may discharge its duty under clause 26(1) by, as soon as practicable:

(a) lodging a *data change notice* under clause 27(1)(a); or

(b) *notifying* AEMO under clause 27(1)(b) that multiple *data change transactions* are required and should be dealt with as a bulk *transaction*; or

(c) lodging an *error correction notice* under clause 32(3) in respect of having lodged an incorrect *new connection confirmation notice* or incorrect *permanent removal confirmation notice*; or

(d) in respect of items 20(1)(k) and 20(1)(l) of the *AEMO standing data* for *basic-metered delivery points* — complying with its obligations under clause 203.

(3) A *current user* may discharge its duty under clause 26(1) by, as soon as practicable notifying:

(a) the *previous user* under clause 32(1)(a) that it incorrectly lodged a *transfer request*; or

(b) the *network operator* under clause 32(1)(b).

(4) A *previous user* may discharge its duty under clause 26(1) by, as soon as practicable lodging an *error correction notice* under clause 32(2) in respect of an incorrect *transfer request* having been lodged by the *current user*.

(5) The *previous user*, *current user* and the *network operator* must, where appropriate and reasonable, cooperate and assist AEMO with *maintaining accurate AEMO standing data* in the *AEMO registry* and correcting incorrect *delivery point transactions* by providing all reasonable assistance to AEMO in relation to a *data change transaction* and an *error correction transaction* (as applicable).

Division 2.2.2 – Data Change Notices

27. Data change notice

Commented [DM30]: Not carried over to new version on the basis that routine updates managed through processes in the Specification Pack and do not need to be spelt out in RMP.

(1) If the *network operator* becomes aware of a change to, or an inaccuracy in, items 20(1)(f), 20(1)(g), 20(1)(h), 20(1)(k) or 20(1)(l) of the *AEMO standing data* for the *delivery point* for which it is the source under clause 20(1), then it must as soon as practicable:

(a) lodge a *data change notice* for the *delivery point* with AEMO; or

(b) *notify* AEMO that multiple *data change transactions* are required and should be dealt with as a bulk *transaction* under clause 31.

(2) If AEMO determines that the multiple *data change transactions* referred to in clause 27(1)(b) should not be dealt with as a bulk *transaction*, then:

(a) AEMO must *immediately notify* the *network operator* of this determination; and

(b) the *network operator* must lodge a *data change notice* under clause 27(1)(a) in respect of each *delivery point* affected by the *network operator's* proposed change to the *AEMO standing data*.

{Note: The next clause dealing with multiple *data change transactions* is clause 31.}

(3) A *data change notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *network operator* lodging the *data change notice*; and

(c) the proposed amendment to the *AEMO standing data*; and

(d) the reason for the proposed amendment; and

(e) the earliest date that the proposed amendment to the *AEMO standing data* can be registered in the *AEMO registry*.

28. Requirements for valid data change notice

A *data change notice* is valid only if:

(a) the *delivery point* exists in the *AEMO registry*; and

(b) the *delivery point's MIRN status* is *energised* or *de-energised*; and

(c) there is not, in relation to the *delivery point*:

(i) an *open data change transaction* for the same item of *AEMO standing data* with an effective date on or after the effective date of the *data change notice*; or

(ii) an *open transaction* that is not a *data change transaction*; and

(d) it is lodged by the *network operator* who has an *active GBO identification*; and

(e) the proposed amendment only relates to items 20(1)(f), 20(1)(g), 20(1)(h), 20(1)(k) or 20(1)(l) of the *AEMO registry*; and

(f) the proposed amendment relates to item 20(1)(h) of the *AEMO registry*, that the proposed *gas zone* exists in the *AEMO registry*; and

(g) the date proposed under clause 27(3)(e) is no earlier than 30 *business days* before and no later than 30 *business days* after the date on which the *data change notice* was lodged; and

Commented [DM31]: Not carried over to new version on the basis that routine updates managed through processes in the Specification Pack and do not need to be spelt out in RMP.

(h) the proposed amendment is to change the *meter type* under item 20(1)(g) of the *AEMO registry* from an *interval meter* to a *basic meter*, that AEMO has previously received the *non-temperature-sensitive base load* and the *temperature sensitivity heating rate* for the *delivery point*.

29. If data change notice is not valid

Upon receipt of a *data change notice* which is not valid, AEMO must *immediately*:

(a) reject the *data change notice*; and

(b) *notify* the *network operator* that lodged the *data change notice* that the *data change notice* has been rejected and provide the reason why the *data change notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *data change notice* that has been rejected must lodge a new *data change notice*.}

Commented [DM32]: Not carried over to new version on the basis that routine updates managed through processes in the Specification Pack and do not need to be spelt out in RMP.

30. If data change notice is valid AEMO accepts data change transaction

Upon receipt of a valid *data change notice* lodged under clause 27(1)(a), AEMO must forthwith accept the *data change notice*.

{Note: After accepting a *data change notice* under this clause 30, the *data change transaction* is complete and AEMO must update the *AEMO registry* under clause 49.}

Commented [DM33]: Not carried over to new version on the basis that routine updates managed through processes in the Specification Pack and do not need to be spelt out in RMP.

31. Multiple data change transactions

(1) Where AEMO determines that multiple *data change transactions* need to be handled as a bulk *transaction*, AEMO will manage the process, consult with affected parties to ensure the process is done efficiently and determine the *gas day* upon which the multiple *data change transactions* will take effect.

(2) Upon completing the multiple *data change transactions*, AEMO must update the *AEMO registry* accordingly, to take effect from the start of the *gas day* as determined by AEMO under clause 31(1) and provide the affected parties with at least the information contained in clause 53(1) for the affected *delivery points*.

Commented [DM34]: Not carried over to new version on the basis that routine updates managed through processes in the Specification Pack and do not need to be spelt out in RMP.

Division 2.2.3 – Error Correction Notices

32. Error correction notice

Commented [DM35]: New clause 9.1.1 to 9.1.13

(1) If a *current user* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as the result of:

(a) lodging an incorrect *transfer request* with AEMO, then the *current user* must as soon as practicable *notify* the *previous user* of this fact. If the *current user* does not know the identity of the *previous user* then:

(i) the *current user* must as soon as practicable *notify* AEMO and request AEMO to *notify* it of the identity of the *previous user*. The *current user's* request must include the following details:

A. the *MIRN* for the relevant *delivery point*;

B. the *GBO identification* of the person lodging the *notice*;

C. the date the *transfer request* was completed (being the *transfer day* on which the *transfer* was purported to have occurred).

(ii) within one *business day* of receiving a *notice* under clause 32(1)(a)(i) AEMO must confirm that:

A. the person lodging the *notice* is the *current user*;

B. the *delivery point* exists within the *AEMO registry*; and

C. a *transfer* was completed on the day referred to in the *notice*; and

(iii) if AEMO is able to confirm these matters, *notify* the *current user* of the identity of the *previous user*; or
if AEMO is not able to confirm the matters in clause 32(1)(a)(ii), then within one *business day* of receiving a *notice* under clause 32(1)(a)(i) AEMO must *notify* the *current user*.

(iv) as soon as practicable after receiving a *notice* under 32(1)(a)(ii), the *current user* must *notify* the *previous user* that it has become aware of an error or inaccuracy in an item of *AEMO standing data* as a result of lodging an incorrect *transfer request*;

(b) the *network operator* having lodged an incorrect *delivery point transaction* with AEMO in respect of *new connection confirmation notice* or *permanent removal confirmation notice* — the *current user* must as soon as practicable *notify* the *network operator* of this fact.

(2) If a previous *user* is notified under clause 32(1)(a) it may as soon as practicable lodge an *error correction notice* for the *delivery point* with AEMO.

(3) If a *network operator* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as the result of:

(a) being notified by the *current user* under clause 32(1)(b); or

(b) lodging an incorrect *delivery point transaction* with AEMO in respect of *new connection confirmation notice* or *permanent removal confirmation notice*,

then subject to clause 32(4), it must as soon as practicable lodge an *error correction notice* for the *delivery point* with AEMO.

(4) Before a *network operator* lodges an *error correction notice* as a result of clause 32(3)(b), it must *notify* the *current user* that it intends to lodge such a *notice*.

(5) A *previous user* or a *network operator* may only lodge an *error correction notice* in respect of an incorrect *delivery point transaction*.

(6) An *error correction notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *participant* lodging the *notice*; and

(c) the type of *delivery point transaction* that needs to be corrected; and

(d) the date the *delivery point transaction* was completed, so that if the *error correction notice* relates to:

(i) an incorrect *transfer*, the *transfer day* on which the *transfer* was purported to have occurred; or

(ii) an incorrect *new connection confirmation notice*, the day on which the *MIRN* was purported to have become *energised*; or

(iii) an incorrect *permanent removal confirmation notice*, the day on which the *MIRN* was purported to have become *deregistered*.

33. Requirements for valid error correction notice

Commented [DM36]: New clause 9.1.1 to 9.1.13

An *error correction notice* is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

(b) the specified *delivery point transaction* relates to one of the following:

(i) a *transfer*; or

(ii) a *new connection confirmation notice*; or

(iii) a *permanent removal confirmation notice*;

and

(c) the specified *delivery point transaction* relates to:

(i) a *transfer*, and there is not, in relation to the *delivery point*, an *open transaction*, unless the *open transaction* is a *reconnection confirmation notice* or *disconnection confirmation notice* for which the effective date is the same as the effective date of the *transfer day* of the completed *transfer*; or

(ii) a *new connection confirmation notice* or a *permanent removal confirmation notice*, and there is not, in relation to the *delivery point* an *open transaction*,

and

(d) the specified *delivery point transaction* relates to the *MIRN*; and

(e) the specified *delivery point transaction* has been completed; and

(f) the specified *delivery point transaction* relates to:

(i) a *transfer*, that:

A. the *participant* lodging the *notice* is the *previous user*; and

B. a *transfer* occurred on the *transfer day* specified in the *notice*; and

C. the *MIRN status* is *energised* or *de-energised*; and

D. is the most recently completed *transaction* in respect of the *delivery point*, unless the more recently completed *transaction* is a *reconnection confirmation notice* or *disconnection confirmation notice* for which the effective date is the same as the effective date of the *transfer day* of the completed *transfer*;

or

(ii) a *new connection confirmation notice* or a *permanent removal confirmation notice*, that:

A. the *participant* lodging the *notice* is the *network operator*; and

B. the effective date of the change to the *MIRN status* recorded in the *AEMO registry* occurred on the date specified in the *error correction notice*; and

C. is the most recently completed *transaction* in respect of the *delivery point* as recorded in the *AEMO registry*;

and

(g) the *participant* lodging the *notice* has an *active GBO identification*; and

(h) the specified *delivery point transaction* did not occur more than 425 days before the date of lodgement of the *notice*.

34. If error correction notice is not valid

Commented [DM37]: New clause 9.1.1 to 9.1.13

Upon receipt of an *error correction notice* which is not valid, AEMO must *immediately*:

(a) reject the *error correction notice*; and

(b) *notify* the *participant* that lodged the *error correction notice* that the *error correction notice* has been rejected and provide the reason why the *error correction notice* is not valid.

{Note: A *previous user* or a *network operator* wishing to reinitiate an *error correction notice* that has been rejected must lodge a new *error correction notice*.}

35. If error correction notice is valid

Commented [DM38]: New clause 9.1.1 to 9.1.13

Upon receipt of a *valid error correction notice* lodged under clause 32(1), AEMO must:

(a) forthwith accept the *error correction notice*; and

(b) if the *error correction notice* relates to a *transfer*, *promptly notify*:

(i) the *previous user* that the *error correction notice* has been accepted, which *notice* must provide at least the following information from the *error correction notice*:

A. the unique identifier assigned by AEMO to the *error correction notice*; and

B. the *transfer day* on which the *transfer* was purported to have occurred; and

C. the *process time* of the *error correction notice*; and

(ii) the *network operator* that the *error correction notice* has been accepted, which *notice* must provide at least the following information from the *error correction notice*:

A. the *MIRN*; and

B. the *GBO identification* of the *previous user*; and

C. the *transfer day* on which the *transfer* was purported to have occurred; and

D. the *process time* of the *error correction notice*; and

E. the unique identifier assigned by AEMO to the *error correction notice*; and

(iii) the *current user* that the *error correction notice* has been accepted, which *notice* must provide at least the following information from the *error correction notice*:

A. the *MIRN*; and

B. the *transfer day* on which the *transfer* was purported to have occurred; and

C. the *process time* of the *error correction notice*; and

D. the unique identifier assigned by AEMO to the *error correction notice*; and

(iv) suspend the *error correction transaction* until the lapse of the *error correction objection resolution period*;

or

(c) if the *error correction notice* relates to a *new connection confirmation notice*, *promptly notify* the *network operator* and the *current user* that the *error correction notice* has been accepted.

{Note: If the *error correction notice* relates to a *new connection confirmation notice* or *permanent removal confirmation notice*, the next applicable clause appears at clause 50(a) where AEMO must update the *AEMO registry*.}

36. Error correction objection (in respect of an incorrect transfer)

Commented [DM39]: New clause 9.1.1 to 9.1.13

(1) Before the expiry of 2 *full business days* after the *process time* notified under clause 35(b)(ii)D or 35(b)(iii)C, a *participant* may lodge with AEMO an *error correction objection* on one or more of the following grounds:

(a) after making reasonable inquiries, the *participant* reasonably believes that the *error correction notice* contains incorrect information; or

(b) the *participant* reasonably believes that the *delivery point transaction* specified in the *error correction notice* is correct.

(2) An *error correction objection* must specify at least the following information:

(a) details of the *error correction notice* to which the *error correction objection* relates;

(b) the *GBO identification* of the *participant* lodging the *error correction objection*; and

(c) the ground of the *participant's* objection.

(3) An *error correction objection* is valid only if:

(a) it corresponds to an *open error correction notice* lodged under clause 32(1), in respect of a correction to a *transfer*; and

(b) it is lodged by the *network operator* or the *current user* who has an *active GBO identification* (as applicable); and

(c) the *participant* lodging the *error correction objection* is objecting on one or more of the grounds specified in clause 36(1); and

(d) it is lodged within the time period allowed under clause 36(1).

37. If error correction objection is not valid

Commented [DM40]: New clause 9.1.1 to 9.1.13

Upon receipt of an *error correction objection* which is not valid, AEMO must *immediately*:

(a) reject the *error correction objection*; and

(b) *notify* the *participant* that lodged the *error correction objection* that the *error correction objection* has been rejected and provide the reason why the *error correction objection* is not valid.

38. If error correction objection is valid

Commented [DM41]: New clause 9.1.1 to 9.1.13

Upon receipt of a valid *error correction objection*, AEMO must:

(a) forthwith accept the *error correction objection*; and

(b) *promptly notify* the relevant *participants* that the *error correction objection* has been accepted, which *notice* must provide at least:

(i) details of the *error correction notice* to which the *error correction objection* relates; and

(ii) the *process time* of the *error correction objection*.

39. Withdrawal of error correction objection

Commented [DM42]: New clause 9.1.1 to 9.1.13

(1) Before the expiry of 3 *full business days* after the *process time* notified under clause 38(b)(ii), a *participant* that lodged an *error correction objection* may lodge an *error correction objection withdrawal notice* with AEMO.

(2) An *error correction objection withdrawal notice* must specify at least the following information:

(a) details of the *error correction objection* to which the *error correction objection withdrawal notice* relates; and

(b) the *GBO identification* of the *participant* lodging the *notice*.

(3) An *error correction objection withdrawal notice* is valid only if:

(a) it corresponds to an *open error correction objection* previously lodged by the *participant* under clause 36(1); and

(b) the *participant* lodging the *notice* has an *active GBO identification*; and

(c) it is lodged within the time period allowed under clause 39(1).

40. If error correction objection withdrawal notice is not valid

Commented [DM43]: New clause 9.1.1 to 9.1.13

Upon receipt of an *error correction objection withdrawal notice* which is not valid, AEMO must *immediately*:

(a) reject the *error correction objection withdrawal notice*; and

(b) *notify* the *participant* that lodged the *error correction objection withdrawal notice* that the *error correction objection withdrawal notice* has been rejected and provide the reason why the *error correction objection withdrawal notice* is not valid.

41. If error correction objection withdrawal notice is valid

Commented [DM44]: New clause 9.1.1 to 9.1.13

Upon receipt of a valid *error correction objection withdrawal notice*, AEMO must:

(a) forthwith accept the *error correction objection withdrawal notice*; and

(b) forthwith *cancel* the corresponding *error correction objection*; and

(c) *promptly notify* the relevant *participants* that the *error correction objection withdrawal notice* has been accepted and the corresponding *error correction objection* has been withdrawn, which *notice* must provide at least details of the *error correction objection* to which the *error correction objection withdrawal notice* relates.

42. Cancellation of error correction transaction

Commented [DM45]: New clause 9.1.1 to 9.1.13

If, AEMO does not receive a valid *error correction objection withdrawal notice* within the time period specified under clause 39(1), AEMO must:

(a) forthwith *cancel* the *error correction transaction*; and

(b) *promptly notify* the affected *participants* that the *error correction transaction* has been *cancelled*.

{Note: A *previous user* wishing to reinitiate an *error correction transaction* in respect of a *transfer request* that has been *cancelled* must lodge a new *error correction notice* under clause 32(2).}

43. Withdrawal of error correction notice

Commented [DM46]: New clause 9.1.1 to 9.1.13

(1) A *previous user* may withdraw an *error correction notice* in respect of a *transfer request* at any time before AEMO completes the *error correction notice* under clause 46, by lodging an *error correction withdrawal notice* to AEMO.

(2) A provision of these *Procedures* permitting or requiring AEMO to *cancel* an *error correction transaction* does not limit the generality of clause 43(1).

(3) An *error correction withdrawal notice* must specify at least the following information:

(a) details of the *error correction notice* to which the *error correction withdrawal notice* relates; and

(b) the *GBO identification* of the *previous user* lodging the *notice*.

(4) An *error correction withdrawal notice* is valid only if it corresponds to an *open error correction notice* previously lodged by the *previous user* who has an *active GBO identification*.

44. If error correction withdrawal notice is not valid

Commented [DM47]: New clause 9.1.1 to 9.1.13

Upon receipt of an *error correction withdrawal notice* which is not valid, AEMO must *immediately*:

(a) reject the *error correction withdrawal notice*; and

(b) *notify* the *previous user* that lodged the *error correction withdrawal notice* that the *error correction withdrawal notice* has been rejected and provide the reason why the *error correction withdrawal notice* is not valid.

45. If error correction withdrawal notice is valid

Commented [DM48]: New clause 9.1.1 to 9.1.13

Upon receipt of a valid *error correction withdrawal notice*, AEMO must:

(a) forthwith accept the *error correction withdrawal notice*; and

(b) forthwith *cancel* the *error correction transaction*; and

(c) *promptly notify* the affected *participants* that the *error correction withdrawal notice* has been accepted and that the *error correction transaction* has been *cancelled*.

46. AEMO to mark as pending and then complete error correction transaction in respect of an incorrect transfer

Commented [DM49]: New clause 9.1.1 to 9.1.13

(1) If AEMO:

(a) has accepted a valid *error correction notice* under clause 35(a) in respect of an incorrect *transfer*; and

(b) has not been notified of a *correction withdrawal notice* under clause 43(1); and

(c) either:

(i) does not receive a valid *error correction objection*; or

(ii) receives a valid *error correction objection* and also a valid *error correction objection withdrawal notice*,

then, AEMO must:

(d) forthwith mark the *error correction transaction* as *pending*; and

(e) *promptly* notify the affected *participants* that the *error correction transaction* is *pending*.

(2) Upon notifying *participants* under clause 46(1)(e), AEMO must:

(a) forthwith complete the *error correction transaction*; and

(b) *promptly* notify the affected *participants* that the *error correction transaction* has been completed.

{Note: After completing an *error correction transaction* under clause 46(2), AEMO must update the *AEMO registry* under clause 50(a).}

47. When error correction transactions take effect

Commented [DM50]: New clause 9.1.1 to 9.1.13

Unless these *Procedures* state otherwise, an *error correction transaction* takes effect as from:

(a) in respect of a *transfer* — the start of the *transfer day* on which the *transfer* was purported to have occurred; and

(b) in respect of a *new connection confirmation notice* — the start of the *gas day* on which the *MIRN* was purported to have become *energised*; and

(c) in respect of a *permanent removal confirmation notice* — the start of the *gas day* on which the *MIRN* was purported to have become *deregistered*.

Division 2.2.4 – Provision Of Metering Data At Conclusion Of Valid Error Correction Transaction

48. Network operator must provide metering data to new current user

Commented [DM51]: New clause 9.1.13

Within 5 *business days* of receiving a *notice* under clause 46 in respect of an incorrect *transfer*, the *network operator* must provide the new *current user* with the *metering data* for the *delivery point* (if any) that new *current user* would have received had the incorrect *delivery point transaction* (as applicable) not occurred.

Division 2.2.5 – Updating AEMO Registry And Provision Of AEMO Standing Data

49. Updating AEMO registry after accepting a data change transaction

Commented [DM52]: Not carried over to new version

AEMO must upon accepting a *data change transaction* in relation to a *delivery point* under clause 30, amend the relevant item of *AEMO standing data* in the *AEMO registry* to take effect from the start of the *gas day* specified under clause 27(3)(e) (**"effective date"**), on the earlier of:

(a) forthwith, if the *effective date* is retrospective; or

(b) on the start of the *gas day* of the *effective date*, if the *effective date* is prospective.

{Note: This clause 49 does not apply to multiple *data change transactions* that are dealt with as a bulk *transaction* under clause 31(2).}

50. Updating AEMO registry after accepting and completing an error correction transaction

Commented [DM53]: New clause 9.2

AEMO must:

(a) upon accepting an *error correction transaction* in relation to:

(i) an incorrect *new connection confirmation notice*; or

(ii) an incorrect *permanent removal confirmation notice*,

for a *delivery point* under clause 35(a) — forthwith correct the relevant item of *AEMO standing data* in the *AEMO registry*, to take effect from the start of the *gas day* specified in clause 47(b) or 47(c) (as applicable); and

(b) upon completing an *error correction transaction* in relation to an incorrect *transfer* for a *delivery point* under clause 46 — forthwith correct the relevant item of *AEMO standing data* in the *AEMO registry*, to take effect from the start of the *gas day* specified in clause 47(a).

51. Updating AEMO registry due to change in MIRN status

Commented [DM54]: Not carried over to new version. Specific provision not required as 2.3.1 requires AEMO to maintain current information for each delivery point

AEMO must:

(a) upon accepting a valid *new connection confirmation notice* under clause 69 forthwith:

(i) create a new record for the *delivery point*; and

(ii) record the *MIRN status* as *energised*; and

(iii) load data into the *AEMO registry* including the items of the *AEMO standing data* provided by the *network operator* and including for a *basic-metered delivery point*, AEMO determining the *small use customer indicator*,

to take effect from the start of the *gas day* on which the *MIRN* became *energised* as notified to AEMO by the *network operator*; and

(b) upon accepting a valid *disconnection confirmation notice* under clause 116(1)(a) — forthwith record the *MIRN status* in the *AEMO registry* as *de-energised*, to take effect from the start of the *gas day* on which the *MIRN* became *de-energised* as notified to AEMO by the *network operator*; and

(c) upon accepting a valid *reconnection confirmation notice* under clause 124(1)(a) — forthwith record the *MIRN status* in the *AEMO registry* as *energised*, to take effect from the start of the *gas day* on which the *MIRN* became *energised* again as notified to AEMO by the *network operator*; and

(d) upon accepting a valid *permanent removal confirmation notice* under clause 132(a) — forthwith *deregister* the *MIRN* in the *AEMO registry*, to take effect from the start of the *gas day* on which the *MIRN* became *deregistered* as notified to AEMO by the *network operator*.

52. Updating AEMO registry due to a completed transfer or determination of a small use customer or a small use customer indicator determination

Commented [DM55]: Not carried over to new version. Specific provision not required as 2.3.1 requires AEMO to maintain current information for each delivery point

AEMO must:

(a) record the *incoming user* in the *AEMO registry* as the *current user* to take effect from the start of the *transfer day*:

(i) for a *basic metered delivery point* forthwith upon the receipt of a *meter reading* under clause 103(1)(b); or

(ii) for an *interval-metered delivery point* at the start of the *earliest transfer day*; and

(b) **there is no clause 52(b)**

(c) upon determining the *small use customer indicator* for the *customer* at a *delivery point* under clause 373B—within 1 *business day* record in the *AEMO registry* the *small use customer indicator*, to take effect from the start of the *gas day* on which the determination was made by AEMO.

53. Provision of AEMO standing data

Commented [DM56]: This sort of detail is in the Interface Control Document

(1) Upon updating the *AEMO registry* under clause 49, 50(a)(ii), 51(b), 51(c), 51(d), or 52(c), AEMO must *immediately notify* the *network operator*, and the *current user* of at least the following information:

(a) the *MIRN*; and

(b) the details of the updated item of *AEMO standing data*; and

(c) the reason for the update to the item of *AEMO standing data*; and

(d) the *last date of modification* of the *AEMO registry* for the *MIRN*; and

(e) the last person to initiate a modification to the *AEMO registry* for the *MIRN*.

(2) Upon updating the *AEMO registry* under clause 50(b) or 52(a), AEMO must *immediately*:

(a) *notify* the *network operator* of at least the following information:

(i) the *MIRN*; and

(ii) the details of the updated item of *AEMO standing data*; and

(iii) the reason for the update to the item of *AEMO standing data*; and

(iv) the *last date of modification* of the *AEMO registry* for the *MIRN*; and

(v) the last person to initiate a modification to the *AEMO registry* for the *MIRN*; and

(b) provide the *current user* with the *AEMO standing data* for the *delivery point* and the reason for the update to the item of *AEMO standing data*; and

(c) *notify* the *previous user* of at least the following information:

(i) the *MIRN*; and

(ii) that the *current user* of the *delivery point* has changed; and

(iii) the reason for the update to the item of *AEMO standing data*; and

(iv) the *last date of modification* of the *AEMO registry* for the *MIRN*.

{Note: The *transfer confirmation notice* provided under clause 103(1)(d) also serves as the *notice* required under clause 53(2)(c) for updates to the registry under clause 52(a). For the avoidance of doubt this notice is only provided following the successful update of the *AEMO registry*.}

{Note: The *error transaction completion notice* provided under clause 46(2)(b) also serves as the *notice* required under clause 53(2)(c) for updates to the *registry* under clause 50(b). For the avoidance of doubt this *notice* is only provided following successful update of the *AEMO registry*.}

(3) Upon updating the *AEMO registry* under clause 51(a), AEMO must *immediately*:

(a) *notify* the *network operator* of at least the following information:

(i) the *MIRN*; and

(ii) the details of the updated item of *AEMO standing data*; and

(iii) the reason for the update to the item of *AEMO standing data*; and

(iv) the *last date of modification* of the *AEMO registry* for the *MIRN*; and

(v) the last person to initiate a modification to the *AEMO registry* for the *MIRN*; and

(b) provide the *current user* with the *AEMO standing data* for the *delivery point* and the reason for the update to the item of *AEMO standing data*.

Part 2.3 – Retention of and Access to Historical Data in the AEMO Registry

54. AEMO registry to provide audit trail

Commented [DM57]: New clause 2.4

(1) AEMO must ensure that the *AEMO registry* retains a full change history, such that it can be recreated for a *delivery point* as at the beginning of the *gas day*, for any date in the preceding 7 years or (if the *AEMO standing data* in the *AEMO registry* covers less than 7 years) for as many years as there is *AEMO standing data* in the *AEMO registry* for the *delivery point*.

(2) The change history *maintained* under clause 54(1) must for any change to the *AEMO standing data* for a *delivery point* made in the preceding 7 years, or for as many years as there is *AEMO standing data* available, permit the identification of:

(a) the date on which the change occurred; and

(b) the identity of the *person* who initiated or requested the change.

55. Accessibility of data in the AEMO registry

Commented [DM58]: New clause 2.4

AEMO must *maintain* or archive the previous *AEMO standing data* for each *delivery point* identified in the *AEMO registry*:

(a) in a readily accessible format for at least 2 years after the date on which a *delivery point* is *deregistered*; and

(b) after that for at least a further 5 years in a format accessible by AEMO within 5 *business days*.

55A. Explicit informed consent required

Commented [DM59]: Not carried over to new version

(1) Before lodging a request with AEMO for *historical AEMO standing data* for a *delivery point* that relates to a period for which the *user* was not the *current user*, a *user* must obtain the ***customer's explicit informed consent*** to the receipt by the *user* of the requested data.

{Note: The *user* should ensure that the *customer's* consent extends to all actions the *user* may need to undertake to complete the request for the *historical AEMO standing data*.}

(2) If at any time before AEMO has provided information to a *user* under clause 57(2), a ***customer's explicit informed consent*** under clause 55A(1) ceases to apply (for example because it is withdrawn), then the *user* must withdraw the request to the extent that the request relied upon the ***customer's explicit informed consent***.

(3) If at any time after AEMO has provided information to a *user* under clause 57(2), a ***customer's explicit informed consent*** under clause 55A(1) ceases to apply (for example because it is withdrawn), then the *user* must not use the

information for any purpose and must to the extent reasonably practicable delete all copies of the information.

56. Request for historical AEMO standing data

Commented [DM60]: Not carried over to new version

(1) Subject to clause 56(2), a *user* or a *network operator* may lodge an *historical AEMO standing data request* with AEMO in respect of a *delivery point*.

(2) By lodging an *historical AEMO standing data request* with AEMO under clause 56(1), the *user* represents and warrants to AEMO that either:

(a) the *historical AEMO standing data* requested by the *user* only relates to a period for which the *user* was the *current user*; or

(b) that the *user* has complied with clause 55A(1).

{Note: Under clause 376A(2), a breach of this warranty will expose the *user* to liability for more than just direct damage.}

(3) The *user* makes the warranty in clause 56(2) anew on each day that an *historical AEMO standing data request* is *open*.

(4) An *historical AEMO standing data request* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *participant* lodging the request; and

(c) the start date and end date of the period to which the request relates; and

(d) the *historical AEMO standing data* requested.

(5) AEMO may, by having regard to the number of *historical AEMO standing data requests* it receives, impose a daily limit on the number of *historical AEMO standing data requests* that a *participant* may lodge under clause 56(1) for a fixed or indefinite period.

57. AEMO to provide historical AEMO standing data

Commented [DM61]: Not carried over to new version

(1) Upon receipt of an *historical AEMO standing data request* under clause 56(1), AEMO must:

(a) confirm that the *participant* has an *active GBO identification*; and

(b) if the *historical AEMO standing data request* was made by a *network operator*, confirm that the *network operator* is recorded in the *AEMO registry* as the *network operator* for that *delivery point*.

(2) Upon confirming the matters in clause 57(1) and provided that the *participant* has not withdrawn the request under clause 57(4), AEMO must provide the

historical AEMO standing data (as requested) to the *participant* that lodged the *historical AEMO standing data request*:

(a) within 1 *business day*, if the *historical AEMO standing data* requested is less than 2 years old; or

(b) within 5 *business days*, if the *historical AEMO standing data requested* is between 2 and 7 years old.

(3) If AEMO was unable to confirm any or all of the matters in clause 57(1), AEMO must within 1 *business day* of receiving the *historical AEMO standing data request*:

(a) reject the *historical AEMO standing data request*; and

(b) *notify* the *participant* that lodged the *historical AEMO standing data request* that the *historical AEMO standing data request* has been rejected and provide the reason why the *historical AEMO standing data request* has been rejected.

(4) A *participant* may at any time before receiving the requested *historical AEMO standing data* under clause 57(2), withdraw the request made under clause 56(1) by *notifying* AEMO.

Part 2.4 – A Network Operator's Databases

58. MIRN database

Commented [DM62]: New clause 2.2

Each *network operator* must create, *maintain* and administer a *MIRN database*, which must include at least the following information in respect of each *delivery point* located in the *network operator's GDS*:

(a) the *MIRN*; and

(b) the *discovery address*; and

(c) the *meter number*; and

(d) for a *basic meter* — the *reading day number*; and

(e) the *gas zone code*; and

(f) the *distribution tariff code* to which that *delivery point* is assigned; and

(g) the *MIRN status*.

59. Street/suburb table

Commented [DM63]: New clause 5.2.1

(1) Each *network operator* must create, *maintain*, administer and make available in *electronic form* a *street/suburb table* that can be remotely accessed for downloading by a *participant*.

(2) The *street/suburb table* must be an extract from the *network operator's MIRN database* and must identically reproduce the *street/suburb combination* for the *discovery address* of every *delivery point* in the *network operator's GDS* as it is recorded in the *network operator's MIRN database* at the time of the extraction, including:

(a) any abbreviations contained in the corresponding entry in the *MIRN database*;

{Example: St, Str, Ave, Rd.}

(b) any uppercase and lowercase letters contained in the corresponding entry in the *MIRN database*;

{Example: Alberts road, foley Street.}

(c) any spaces contained in the corresponding entry in the *MIRN database*; and

{Example: Riley Street, Riley Street, Beaumaris, Beaumaris.}

(d) any misspellings contained in the corresponding entry in the *MIRN database*.

{Example: Beaumorris, Beau-maris.}

(3) The *street/suburb table* must not contain duplicate entries.

{Example: If there are 2 *delivery points* in a *network operator's MIRN database* which are both located on William Street, Perth, the *network operator* must not include both entries in the *street/suburb table* because it involves unnecessary duplication.}

(4) Each *network operator* must ensure that:

(a) at least once every calendar month, its *street/suburb table* is extracted from its *MIRN database*; and

(b) its *street/suburb table* specifies the date of extraction.

{Note: There is no mechanism for changes to the *street/suburb table*, because any errors in the *street/suburb table* should be changed in the *MIRN database*.}

60. MSD database

Commented [DM64]: New clause 2.2

(1) Each *network operator* must create, *maintain* and administer a *MSD database,* which must include at least the following information in respect of each *delivery point* located in the *network operator's GDS*:

(a) the *MIRN*; and

(b) the *pressure correction factor*; and

(c) the *meter number*; and

(d) the *meter type*; and

(e) the *index type*; and

(f) for a *basic meter* — the number of dials; and

(g) for a *basic meter* — the *reading day number*; and

(h) the *meter* location; and

(i) the *dog code*; and

(j) site access information.

{Note: "Site access information" is intended to be a miscellaneous field for site information, eg. the location of a key.}

(2) A *network operator* is not liable for loss or damage suffered or incurred by any person as a result of information referred to in clause 60(1)(i) for a *delivery point* not being *accurate*.

61. Users and AEMO must assist a network operator to keep network operator's databases accurate

Commented [DM65]: Not carried over to new version.

(1) Neither a *user* nor AEMO may knowingly permit any or all of a *network operator's MIRN database, street/suburb table* or *MSD database* to be materially *inaccurate*.

(2) A *user* or AEMO may discharge their respective duties under clause 61(1) by as soon as practicable *notifying* the *network operator* of a proposed amendment to one of the *network operator's* databases together with details of why it is necessary, within 2 *business days* after becoming aware of a need to change information stored in the *MIRN database* or *MSD database*.

(3) Upon receipt of a *notification* under clause 61(2), a *network operator* must determine whether a change is required to one of its databases, and if it determines that no change is necessary it must within 5 *business days notify* the *user* or AEMO (as applicable) of its determination and its reasons.

62. Updating MIRN database and MSD database

Commented [DM66]: Not carried over to new version.

(1) A *network operator* must, in accordance with this clause 62, ensure that the information stored in its *MIRN database* and its *MSD database* is *accurate*.

(2) Clause 62(1) does not require a *network operator* to undertake any investigation in respect of the items referred to in clauses 60(1)(i) and 60(1)(j), but this clause 62(2) does not limit the *network operator's* obligations under clause 61(3) if it is notified under clause 61(2) of a necessary change to either of those items.

(3) Upon updating its *MIRN database* and *MSD database*, except as a result of undertaking a *disconnection* under clause 105(1)(c) or a *reconnection* under clause 117(1)(c), a *network operator* must *promptly* provide at least the updated item of *MIRN standing data* or *meter standing data* (as applicable) for a *delivery point* to the *current user*.

{Note: In accordance with clause 27(1), the *network operator* will if necessary also raise a *data change notice* with AEMO, if a change has been made to the *gas zone*, *meter type* or if the *delivery point* is no longer in the *network operator's GDS*.}

CHAPTER 3 – MIRN TRANSACTIONS

Part 3.1 – New Connection

63. Allocating MIRNs to network operators

Commented [DM67]: New clause 2.1

(1) Subject to clause 63(2), AEMO must assign a range of *MIRNs* to a newly registered *network operator*, in consultation with the *network operator*, at the time of *notifying* the *network operator* of its *GBO identification* under clause 22(2)(b).

(2) AEMO must not assign the same range of *MIRNs* to more than one *network operator*.

64. Allocating a MIRN to a delivery point

Commented [DM68]: New clause 2.1

(1) Upon installing a *meter* at a *new connection*, a *network operator* must, if it has not done so already:

(a) assign a *MIRN* to the *delivery point* within the range and format as allocated to the *network operator* by AEMO under clause 63; and

(b) determine a *MIRN checksum* for the *MIRN* in accordance with the standard algorithm as set out in Appendix 3.

(2) A *network operator*:

(a) must not assign the same *MIRN* to more than one *delivery point*; and

(b) must not re-use a *MIRN* that related to a previously *deregistered delivery point*.

65. MIRNs becoming energised for the first time

Commented [DM69]: New Clause 4.1

(1) A *network operator* has *energised* a *delivery point* when:

(a) a *meter* has been installed and *energised* at the *delivery point*; and

(b) *gas* is able to flow at the *delivery point*; and

(c) the *meter reading data* has been obtained for the *delivery point*.

(2) Upon first energising a *delivery point*, a *network operator* must:

(a) *promptly notify* the *user* that the installation of the *meter* at the *delivery point* is complete and *notify* the *user* of:

(i) subject to clause 65(3), the *MIRN standing data*; and

(ii) the *meter standing data* assigned to the *delivery point*; and

(iii) for a *basic-metered delivery point* only, the *metering data* in accordance with clause 161 as if the *user* were an *incoming user*; and

(b) *promptly* lodge a *new connection confirmation notice* with AEMO.

(3) Until such time as the *network operator* gives *notice* to AEMO under this clause 65(3) (which *notice* AEMO must forward to all *users*), the *network operator* is not required to provide the *MIRN standing data* under clause 65(2)(a)(i) until requested by the *incoming user*.

66. New connection confirmation notice

A *new connection confirmation notice* must specify at least the following information:

(a) the *MIRN* assigned to the *delivery point*; and

(b) the *GBO identification* of the *network operator* lodging the *notice*; and

(c) the date on which the *MIRN* became *energised*; and

(d) the data for those items of the *AEMO standing data* for which the *network operator* is the source under clause 20(1); and

(e) **there is no clause 66(e)**

(f) if the *delivery point* is *basic-metered* — the *non-temperature-sensitive base load* and the *temperature sensitivity heating rate*, for the *delivery point*.

67. Requirements for valid new connection confirmation notice

A *new connection confirmation notice* is valid only if:

(a) the *MIRN* does not already exist in the *AEMO registry*; and

(b) it is lodged by the *network operator* who has an *active GBO identification*; and

(c) the *user* nominated by the *network operator* as the *current user* for item 20(1)(d) of the *AEMO standing data*, has an *active GBO identification*; and

(d) the date on which the *notice* is received is on or after the date on which the *MIRN* became *energised*; and

(e) the *meter type* is either a *basic meter or an interval meter*; and

(f) the *gas zone* exists in the *AEMO registry*;

Commented [DM70]: Not carried over to new version. Covered in Spec Pack

Commented [DM71]: Not carried over to new version. Covered in Spec Pack

(g) the *notice* sets out information for the purposes of clause 66(f); and

(h) the *user* has a contract with a *shipper* for the haulage of gas to that *delivery point*.

68. If new connection confirmation notice is not valid

Upon receipt of a *new connection confirmation notice* which is not valid, AEMO must immediately:

(a) reject the *new connection confirmation notice*; and

(b) *notify* the *network operator* that lodged the *new connection confirmation notice* that the *new connection confirmation notice* has been rejected and provide the reason why the *new connection confirmation notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *new connection confirmation notice* that has been rejected must lodge a new *new connection confirmation notice*.}

Commented [DM72]: Not carried over to new version. Covered in Spec Pack

69. If new connection confirmation notice is valid

Upon receipt of a valid *new connection confirmation notice* lodged under clause 65(2)(b), AEMO must:

(a) forthwith accept the *new connection confirmation notice*; and

(b) *promptly notify* the *network operator* that the *new connection confirmation notice* has been accepted.

{Note: Upon accepting a valid *new connection confirmation notice* under clause 69, AEMO must update the *AEMO registry* under clause 51(a) and provide the *user* and the *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.

The *user* is responsible for all transportation and haulage charges to and all *gas* withdrawals from the *delivery point* from the beginning of date on which the *MIRN* became *energised*.}

Commented [DM73]: Not carried over to new version. Covered in Spec Pack

Part 3.2 – MIRN Discovery

70. Purpose of MIRN discovery process

The purpose of the *MIRN* discovery process is to enable a *user* to request and to receive information regarding a *delivery point*.

Commented [DM74]: Not carried over to new version

71. There is no clause 71.

72. There is no clause 72.

73. There is no clause 73.

74. The MIRN discovery request

Commented [DM75]: New clause 5.1.1

(1) A *user* may lodge a *MIRN discovery request* with a *network operator* at any time.

(2) A *MIRN discovery request* must specify at least the following information:

(a) the *GBO identification* of the *user* lodging the *MIRN discovery request*; and

(b) either:

(i) the *MIRN*; or

(ii) the *discovery address*.

(3) For the purposes of clause 74(2)(b)(ii), a *user* must specify (if applicable) at the least the following information for the *discovery address*:

(a) house number or lot number (as applicable), or if neither are applicable, the building/property name; and

{Note: In relation to building/property name for example "North Wing, Treasury Building" or "Brindabella".}

{Note: Lot numbers are allocated to an address prior to street numbering. }

(b) street name; and

{For example: "Rundle" or "Murray".}

(c) street type code; and

{For example: "St", "Rd", "Ave", or "Blvd".}

(d) street suffix; and

{For example: "N", "S", "E" or "W".}

(e) suburb/place/locality; and

{For example: "Adelaide", "Mosman Park" or "Kippa-ring".}

(f) State/Territory; and

(g) post code.

74A. Complete MIRN Listing

Commented [DM76]: New clause 5.2.2

(a) Each *network operator* must use its best endeavours to update, format and deliver a new *complete MIRN listing* in accordance with the *AEMO Specification Pack* which is to be made available to AEMO by 5pm on the fifth *business day* after the end of the calendar month or as otherwise agreed from time to time by all relevant parties.

(a1) AEMO must make each *complete MIRN listing* available to all *users* after it is received from the *network operator.*

(b) The *user* must ensure that the *complete MIRN listing* is accessed and used solely to confirm the relevant *discovery address/MIRN* details of the *customer*.

(c) The *user* must ensure that the *customer* has provided *explicit informed consent* to access and use the *complete MIRN listing* to confirm the relevant *discovery address/MIRN* details of the *customer* in relation to the *delivery point*.

75. Network operator to respond to MIRN discovery request

Commented [DM77]: New clause 5.2.3

(1) If a *MIRN discovery request* specifies a *MIRN*, then subject to clause 75(3):

(a) if the *MIRN* does not appear in the *MIRN database* or its *MIRN status* is *deregistered* — the *network operator* must *immediately notify* the *user* of the fact; and

(b) otherwise — the *network operator* must, in relation to the *MIRN*, *immediately* provide the *user* with:

(i) the *MIRN standing data*, excluding the information referred to in clause 58(d); and

(ii) the next *scheduled meter reading* date and the planned frequency of future *scheduled meter readings*.

(2) If a *MIRN discovery request* specifies a *discovery address* containing the information in clause 74(3), then:

(a) if the *discovery address* does not identically correspond to those elements of a *discovery address* in the *MIRN database* — the *network operator* must *immediately notify* the *user* of the fact; or

(b) if the *discovery address* identically corresponds to those elements of a *discovery address* in the *network operator's MIRN database*, then:

(i) if there is no *energised*, *de-energised*, or *registered MIRN* for the *discovery address* in the *MIRN database* — the *network operator* must *immediately notify* the *user* of the fact; and

(ii) if there is more than one *energised*, *de-energised* or *registered MIRN* for the *discovery address* in the *MIRN database* — the *network operator* must *immediately* provide the following information to the *user* for each *MIRN* (but only up to a maximum of 99 *MIRNs*) that has matched the *discovery address*:

A. the *MIRN*; and

B. the *meter number*; and

C. the *discovery address*;

{Note: The purpose of this clause 75(2)(b)(ii) is to assist a *user* discover a *MIRN* in respect of a block of units, shopping centre, or a factory etc, which all have the same street or lot number but will obviously have different unit or shop numbers, or in relation to factories, each factory will have a different lot number suffix (i.e. "A" or "B") etc.}

and

(iii) otherwise, the *network operator* must *immediately* provide the *user* with:

A. the *MIRN standing data*, excluding the information referred to in clause 58(d); and

B. the next *scheduled meter reading* date and the planned frequency of future *scheduled meter readings*.

{Note: A *user* may lodge a new *MIRN discovery request* under clause 74(1) at any time.}

(3) If the *MIRN discovery request* was not lodged on a *business day*, then the *network operator* must respond to the *MIRN discovery request* no later than on the next *business day* as if the *MIRN discovery request* was lodged on that *business day*.

76. Network operator to assist

Commented [DM78]: New clause 5.3

(1) A *user*, (provided it has first made reasonable efforts to lodge a valid *MIRN discovery request*) may request the *network operator's* assistance to determine a *delivery point's discovery address* or *MIRN*, in which case, subject to clause 76(2), the *network operator* must provide that assistance:

(a) where the request for assistance is made before midday on a *business day* — by 5.00 pm on that *business day*; and

(b) where the request for assistance is made on or after midday on a *business day,* or is not made on a *business day* — by 5.00 pm on the next *business day*.

(2) To avoid doubt, clause 76(1) only requires the *network operator* to use reasonable endeavours during the *business day* to assist the *user* to determine a *delivery point's discovery address* or *MIRN* to enable the *user* to lodge a further *MIRN discovery request* in relation to the *delivery point*.

{Note: A *user* may lodge a new *MIRN discovery request* under clause 74(1) at any time.}

(3) If it is not possible for a *network operator* to resolve a *user's* query under clause 76(1) without undertaking a site visit, the *network operator* must, within 5 *business days* after receiving the request, visit the site on which the *delivery point* is located and resolve the *user's* query.

Part 3.3 – Transfer

{Note: This Part 3.3 deals with the transfer of *customers* from one *user* (*current user*) to another *user* (*incoming user*). However, in legal terms this is achieved by transferring *gas* deliveries at a *delivery point* from the *current user* to the *incoming user*.}

Division 3.3.1 – Introduction

{Note: In parallel to the *transfer* process under these *Procedures*, the *incoming user* needs to negotiate with the *network operator* either to agree suitable amendments to its *haulage contract* to reflect the addition of a *delivery point*, or to agree a *haulage contract*. These matters are dealt with under the *Access Arrangement*. The *incoming user* may need to deal with other matters as well, such as licensing.}

77. Transfer errors

Commented [DM79]: New clause 6.1.2

(1) If, due to a *transfer error* or otherwise, the wrong *user* is recorded in the *AEMO registry* as the *current user*, then AEMO and the affected *users* must cooperate to correct this error by either:

(a) a *user* lodging an *error correction notice* under clause 32(2); or

(b) a *user* lodging a new *transfer request* in respect of the *delivery point* and entering into an agreement under clause 77(2), but to avoid doubt the correcting *transfer* must have only prospective effect.

(2) Subject to *participants'* obligations under clause 32 to lodge an *error correction notice* in respect of an incorrect *transfer request*, *participants* may enter into agreements if they cannot meet the requirements under clause 33 to lodge a valid *error correction notice*, to address or correct *transfers* which should have occurred but did not, or which occurred but should not have, or were otherwise in error (in this clause collectively **"transfer errors"**).

{Note: The purpose of clause 77(2) is to permit "off-market" correcting transactions. For example, if the *transfer day* is in error.}

(3) AEMO and all involved *participants* to an agreement under clause 77(2) must provide such information in accordance with these *Procedures* as is required to facilitate the agreement.

78. Move in defined

Commented [DM80]: Not carried over to new version

A **"move in"** occurs when:

(a) a *small use customer* commences occupation of premises; and

(b) there is an associated change of *user* for the *delivery point* which supplies *gas* to the premises.

79. Explicit informed consent

Commented [DM81]: New clause 6.1.3

(1) Before lodging a *transfer request* with AEMO, an *incoming user* must obtain the *transferring customer's explicit informed consent* to the lodgement.

{Note: This consent may include consent for the purposes of clause 82(a).}

(2) By lodging a *transfer request* with AEMO, the *incoming user* represents and warrants to AEMO that the *incoming user* has complied with clause 79(1).

{Note: Under clause 376A(2), a breach of this warranty will expose the *incoming user* to liability for more than just direct damage.}

(3) The *incoming user* makes the warranty in clause 79(2) anew on each day that a *requested transfer* is *open*.

(4) If, at any time before the *transfer* takes effect under clause 103(1)(c) or clause 103(2)(a) (as the case may be), a *transferring customer's explicit informed consent* ceases to apply (for example because it is withdrawn), then the *incoming user* must withdraw the *transfer request* under clause 95.

(5) This clause 79 does not apply where the *incoming user* is a *self-contracting user*.

80. Incoming user may lodge a transfer request

Commented [DM82]: New clause 6.1.4

(1) Subject to clause 79 and clause 80(1a) and 80(2), an *incoming user* may lodge a *transfer request* with AEMO on any day.

(1a) An *incoming user* may lodge a *transfer request* for a prospective transfer date where the cooling-off period is yet to expire, provided that the *transfer request* will only complete after the cooling off period has expired.

(2) An *incoming user* that is a *self-contracting user* may only lodge a *transfer request* in respect of a *delivery point* at which it is the *customer*.

(3) By lodging a *transfer request* with AEMO, the *self-contracting user* represents and warrants to AEMO that the *self-contracting user* is the *customer* for the *delivery point* to which the *transfer request* relates.

{Note: Under clause 376A(2), a breach of this warranty will expose the *self-contracting user* to liability for more than just direct damage.}

Division 3.3.2 – The Transfer Request

81. Transfer request

Commented [DM83]: New clause 6.2.1

(1) A *transfer request* must specify at least the following information:

(a) the *MIRN*; and

(b) the *incoming user's GBO identification*; and

(c) the *earliest transfer day*; and

{Note: Unless a *special meter reading* is requested for a *basic-metered delivery point*, the *transfer* of a *basic-metered delivery point* will take effect under clause 103(1)(c) at the time of the next *scheduled meter reading* which occurs on or after the *earliest transfer day*, provided an *actual value* is generated at that time.}

{Note: Under clause 83(i), an *earliest transfer day* must be no earlier than 5 *business days* after the date on which the *transfer request* is lodged (except where the *requested transfer* is a *move in*) and within the *allowable period*.}

{Note: For a *move in*, the *transfer* will take effect on the *move in* date or if there is no *deemed meter reading* or a *special meter reading* cannot be obtained on the *move in* date, it will take effect at the time a *special meter reading* is obtained under clause 99.}

(d) whether the *requested transfer* is a *move in*.

(2) By lodging a *transfer request* that is specified to be a *move in*, an *incoming user* represents and warrants to AEMO that the *transfer request* relates to a *move in*.

{Note: Under clause 376A(2), a breach of this warranty will expose the *incoming user* to liability for more than just direct damage.}

(3) An *incoming user* makes the warranty in clause 81(2) anew on each day that a *requested transfer* that is specified to be a *move in* is *open*.

(4) If a *transfer request* specifies that a *requested transfer* is a *move in*, and at any time before registration of the *requested transfer* under clause 52(a) the *incoming user* becomes aware that the *requested transfer* is not a *move in*, then the *incoming user* must withdraw the *transfer request* under clause 95.

(5) The *network operator* must:

(a) use the unique identifier assigned by AEMO to each *transfer request* as the *service order reference* for the purposes of clauses 105(3)(b)(i) and 117(1)(c); and

(b) include the unique identifier on any invoice or other *transaction* sent to the *incoming user* in connection with the *transfer request*.

{Note: The *network operator* might be entitled to charge a *user* in connection with a deemed request under clause 82.}

82. Transfer request deemed to be a request for certain purposes

Commented [DM84]: New clause 6.2.2

By lodging a *transfer request*, the *incoming user* is deemed to have requested the *network operator*, as part of the *transfer* process:

(a) if a *basic-metered delivery point* is *de-energised* — to *reconnect* it; and

(b) if the *requested transfer* is *cancelled* after a *reconnection* has occurred under clause 117(1)(c) — to *disconnect* it again; and

(c) if the *requested transfer* is a *move in* at a *basic-metered delivery point* — to undertake a *special meter reading* under clause 99(1).

83. Requirements for valid transfer request

Commented [DM85]: New clause 6.2.3

A *transfer request* is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

(b) the *MIRN status* is *energised* or *de-energised*; and

(c) there is not, in relation to the *delivery point*, an *open transfer request*; and

(d) there is not, in relation to the *delivery point*, an *open error correction transaction*; and

(e) the *incoming user* is a *user* and has an *active GBO identification*; and

(f) There is no clause 83 (f)

(g) if the *requested transfer* is a *move in*, the *small use customer indicator* indicates that the *customer* consumes less than 1 terajoule of *gas* per year; and -

{Note: AEMO determines the *small use customer indicator* under clause 373B.}

(h) if the *requested transfer* is a *move in* — the *delivery point* is *basic-metered*; and

(i) the *earliest transfer day* is within the *allowable period* and:

(i) if the *requested transfer* is not a *move in* — no earlier than 5 *business days* after the date on which the *transfer request* is lodged; and

(ii) if the *requested transfer* is a *move in* — no earlier than the date on which the *notice* is lodged.

(j) the *user* has a contract with a *shipper* for the haulage of gas to that *delivery point*.

84. If transfer request is not valid

Commented [DM86]: New clause 6.2.4

Upon receipt of a *transfer request* which is not valid, AEMO must *immediately*:

(a) reject the *transfer request*; and

(b) *notify* the *incoming user* that the *transfer request* has been rejected and provide the reason why the *transfer request* is not valid.

{Note: An *incoming user* wishing to reinitiate a *requested transfer* that has been rejected must lodge a new *transfer request*.}

85. If transfer request is valid

Commented [DM87]: New clause 6.2.4

(1) Upon receipt of a valid *transfer request*, AEMO must:

(a) forthwith accept the *transfer request*; and

(b) *immediately notify* the *incoming user* that the *transfer request* has been accepted which *notice* must provide at least the following details from the *transfer request*:

(i) the unique identifier assigned by AEMO to the *transfer request*; and

(ii) the *process time* of the *transfer request*; and

(c) *immediately notify* the *network operator* that the *transfer request* has been accepted, which *notice* must provide at least the following details from the *transfer request*:

(i) the *MIRN*; and

(ii) the *GBO identification* of the *incoming user*; and

(iii) the *earliest transfer day*; and

(iv) whether the *requested transfer* is a *move in*; and

(v) the *process time* of the *transfer request*; and

(vi) the unique identifier assigned by AEMO to the *transfer request*; and

(d) *immediately notify* the *current user* that the *transfer request* has been accepted, which *notice* must provide at least the following details from the *transfer request*:

(i) the *MIRN*; and

(i) the *earliest transfer day*; and

(ii) whether the *requested transfer* is a *move in*; and

(iii) the *process time* of the *transfer request*; and

(iv) the unique identifier assigned by AEMO to the *transfer request*; and

(e) if the *requested transfer* is not a *move in immediately* suspend the *requested transfer* until lapse of the *transfer objection resolution period*.

(2) In normal circumstances AEMO will not *notify* the *current user* of the identity of an *incoming user*, however AEMO may do so where it judges, in its absolute discretion, that it is necessary to do so for the purpose of resolving any issue or dispute.

(3) AEMO may also, in its absolute discretion, for the purpose of resolving any issue or dispute in relation to the *transfer request*, provide the *incoming user* with any information AEMO receives in writing from the *current user* in relation to the *transfer request*.

(4) For the purposes of clause 85(3), AEMO must provide the *incoming user* with the information AEMO receives, in the same format as AEMO received the information from the *current user*, provided that it is a format contemplated by these *Procedures*.

{Note: For example, if AEMO receives the information in a eXML format then AEMO must forward the information in a eXML format to the *incoming user*, and if AEMO receives the information in an email, then AEMO must forward the information in an email.}

Division 3.3.3 – *Objection to Transfer (other than a Move In)*

{Note: This Division does not apply to *move ins*. The next step for a *move in* appears at clause 95.}

86. Network operator may object to a transfer other than a move in

Commented [DM88]: New clause 6.3.1

(1) Before the expiry of 2 *full business days* after the *process time notified* under clause 85(1)(c)(v), if the *requested transfer* is not a *move in*, a *network operator* may lodge a *transfer objection* with AEMO on the ground that the *incoming user* has not entered into a *haulage contract* in respect of the *delivery point* and its metering equipment with the *network operator*.

(2) A *transfer objection* under clause 86(1) must specify at least the following information:

(a) details of the *transfer request* to which the *transfer objection* relates; and

(b) the *GBO identification* of the *network operator* lodging the *transfer objection*.

87. There is no clause 87.

88. Requirements for a valid transfer objection

Commented [DM89]: Not carried over to new version.

A *transfer objection* is valid only if:

(a) it corresponds to an *open transfer request*; and

(b) it is lodged by the *network operator*, who has an *active GBO identification*;

and

(c) it is lodged within the time period allowed under clause 86(1); and

(d) the *network operator* is objecting on the ground specified in clause 86(1);

and

(e) the *requested transfer* is not a *move in*.

89. If transfer objection is not valid

Commented [DM90]: New clause 6.3.1

Upon receipt of a *transfer objection* which is not valid, AEMO must *immediately*:

(a) reject the *transfer objection*; and

(b) *notify* the *participant* that lodged the *transfer objection* that the *transfer objection* has been rejected and provide the reason why the *transfer objection* is not valid.

90. If transfer objection is valid

Commented [DM91]: New clause 6.3.2

Upon receipt of a valid *transfer objection*, AEMO must:

(a) forthwith accept the *transfer objection*; and

(b) *immediately notify* the *incoming user* and the *participant* that lodged the *transfer objection* that the *transfer objection* has been accepted, which *notice* must provide at least:

(i) details of the *transfer request* to which the *transfer objection* relates; and

(ii) the *process time* of the *transfer objection*.

91. Withdrawal of transfer objection

Commented [DM92]: New clause 6.3.3

(1) Before the expiry of 3 *full business days* after the *process time* notified under clause 90(b)(ii), a *participant* that lodged a *transfer objection* may lodge a *transfer objection withdrawal notice* with AEMO.

(2) A *transfer objection withdrawal notice* must specify at least the following information:

(a) details of the *transfer objection* to which the *transfer objection withdrawal notice* relates; and

(b) the *GBO identification* of the *participant* lodging the *notice*.

(3) A *transfer objection withdrawal notice* lodged by a *participant* is valid only if:

(a) it corresponds to both:

(i) an *open transfer notice*; and

(ii) an *open transfer objection* previously lodged by the *participant* who has an *active GBO identification*; and

(b) it is lodged within the time period allowed under clause 91(1).

92. If transfer objection withdrawal is not valid

Commented [DM93]: New clause 6.3.3

Upon receipt of a *transfer objection withdrawal notice* which is not valid, AEMO must *immediately*:

(a) reject the *transfer objection withdrawal notice*; and

(b) *notify* the *participant* that lodged the *transfer objection withdrawal notice* that the *transfer objection withdrawal notice* has been rejected and provide the reason why the *transfer objection withdrawal notice* is not valid.

93. If transfer objection withdrawal is valid

Commented [DM94]: New clause 6.3.4

Upon receipt of a valid *transfer objection withdrawal notice*, AEMO must:

(a) forthwith accept the *transfer objection withdrawal notice*; and

(b) forthwith *cancel* the *transfer objection*; and

(c) *immediately notify* the *incoming user* and the *participant* that lodged the *transfer objection withdrawal notice* that the *transfer objection*

withdrawal notice has been accepted and the corresponding *transfer objection* has been withdrawn, which *notice* must provide at least details of the *transfer objection* to which the *transfer objection withdrawal notice* relates.

94. If transfer objection not withdrawn

Commented [DM95]: New clause 6.3.5

If AEMO:

(a) receives a valid *transfer objection*; and

(b) does not receive a valid *transfer objection withdrawal notice* within the time period specified under clause 91(1),

then AEMO must:

(c) before the start of the next *business day*, *cancel* the *requested transfer*; then

(d) *promptly*, *notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* has been *cancelled*.

{Note: An *incoming user* wishing to reinitiate a *requested transfer* that has been *cancelled* must lodge a new *transfer request*.}

Division 3.3.4 – Withdrawal of Transfer Request

95. Incoming user may withdraw a transfer request

Commented [DM96]: New clause 6.4.1

(1) An *incoming user* may withdraw a *transfer request* for a *basic-metered delivery point* at any time before AEMO issues a *transfer confirmation* under clause 103(1)(d)(i) by lodging a *transfer withdrawal notice* with AEMO.

(2) An *incoming user* may withdraw a *transfer request* for an *interval-metered delivery point* at any time up to two *business days* before the *earliest transfer day* specified in the *transfer request* for the *delivery point* by lodging a *transfer withdrawal notice* with AEMO.

(3) A provision of these *Procedures* permitting or requiring the *incoming user* to withdraw, or AEMO to *cancel*, a *transfer request* does not limit the generality of clauses 95(1) and 95(2).

(4) A *transfer withdrawal notice* must specify at least the following information:

(a) details of the *transfer request* to which the *transfer withdrawal notice* relates; and

(b) the *GBO identification* of the *incoming user* lodging the *notice*.

(5) A *transfer withdrawal notice* is valid only if it corresponds to an *open transfer request* previously lodged by the *incoming user* who has an *active GBO identification*.

96. If transfer withdrawal notice is not valid

Commented [DM97]: New clause 6.4.1

Upon receipt of a *transfer withdrawal notice* which is not valid, AEMO must *immediately*:

(a) reject the *transfer withdrawal notice*; and

(b) *notify* the *participant* that lodged the *transfer withdrawal notice* that the *transfer withdrawal notice* has been rejected and provide the reason why the *transfer withdrawal notice* is not valid.

97. If transfer withdrawal notice is valid

Commented [DM98]: New clause 6.4.2

Upon receipt of a valid *transfer withdrawal notice*, AEMO must:

(a) forthwith accept the *transfer withdrawal notice*; and

(b) forthwith *cancel* the *requested transfer*; and

(c) *immediately notify* the *current user*, the *incoming user* and the *network operator* that the *transfer withdrawal notice* has been accepted and that the *requested transfer* has been *cancelled*.

Division 3.3.5 – AEMO Marks Move In as Pending

98. Marking a move in as pending

Commented [DM99]: New clause 6.5.1

If:

(a) AEMO receives a valid *transfer request*; and

(b) the *requested transfer* is a *move in*,

then AEMO must:

(c) forthwith mark the *move in* as *pending*; and

(d) *immediately notify* the *incoming user*, the *current user* and the *network operator* that the *move in* is *pending*.

99. Network operator may be required to undertake special meter reading for a move in

Commented [DM100]: New clause 6.5.2

(1) If a requested *transfer* is a *move in* and:

(a) the *network operator* determines as a *reasonable and prudent person* that there is no prospect of determining a *deemed meter reading* under clause 148(1)(a), for the *earliest transfer day*; and

{Note: The *network operator* may make this determination if it determines that there is unlikely to be a validated *scheduled meter reading* or *special meter reading* in the 10 days before the *move in*.}

(b) no *scheduled meter reading* is scheduled for the *earliest transfer day*; and

(c) no *special meter reading* has been requested (at least 2 *business days* prior to the *earliest transfer day*) by the *user*, for the *earliest transfer day*,

{Note: If a *user* requests a *special meter reading* for the *earliest transfer day* and *cancels* the request less than 2 *business days* prior to the *earliest transfer day*, the *network operator* will not be able to undertake a *special meter reading* on the *earliest transfer day*, because under clause 147(1), the *network operator* requires at least 2 *business days notice* in order to undertake a *special meter reading*.}

then, the *network operator* must undertake a *special meter reading*:

(d) on the *earliest transfer day*; or

(e) if the *earliest transfer day* is less than 2 *business days* after AEMO gives *notice* under clause 98(d) that the transfer is *pending* — within 2 *business days* after receipt of the *notice*.

(2) If a requested transfer is a *move in* and either:

(a) a *scheduled meter reading* is scheduled for, or not more than 10 days before, the *earliest transfer day*; or

(b) a *special meter reading* has been requested (at least 2 *business days* prior to the *earliest transfer day*) for, or not more than 10 days before, the *earliest transfer day* by either:

(i) the *current user*; or

(ii) the *incoming user*; or

(c) the *network operator* is required to undertake a *special meter reading* under clause 99(1)(d) or 99(1)(e);

and the *network operator* fails to obtain a *meter reading* under at least one of clauses 99(2)(a), 99(2)(b)(i), 99(2)(b)(ii) or 99(2)(c), then the *network operator* must *promptly notify* the *incoming user* of the failure.

(3) If within 3 *business days* after *notifying* the *incoming user* under clause 99(2) the *network operator* receives a request from the *incoming user* to undertake a *special meter reading*, the *network operator* must undertake as soon as

practicable a *special meter reading* for the *delivery point* the subject of the *requested transfer* clause 99(1).

(4) If AEMO does not receive *metering data* under clause 158 that contains an *actual value* or a *substituted value* within 7 *business days* of the *earliest transfer day*, then AEMO must:

(a) forthwith *cancel* the *requested transfer*; and

(b) *immediately notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* has been *cancelled*.

Division 3.3.6 – AEMO Marks Other Transfer as Pending

100. Marking a transfer other than a move in as pending

Commented [DM101]: New clause 6.6

(1) This clause 100 applies if:

(a) AEMO receives a valid *transfer request*; and

(b) the *requested transfer* is not a *move in*.

(2) If AEMO:

(a) does not receive a valid *transfer objection*; or

(b) receives a valid *transfer objection* and also a valid *transfer objection withdrawal notice*,

then AEMO must upon the lapse of the *transfer objection resolution period*:

(c) forthwith mark the *requested transfer* as *pending*; and

(d) *immediately notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* is *pending*.

Division 3.3.7 – Actual Value Required For Requested Transfer Of a Basic Metered Delivery Point

101. Requested transfer of a basic-metered delivery point requires meter reading that has generated an actual value

Commented [DM102]: New clause 6.7

(1) If a *requested transfer* for a *basic-metered delivery point* is *pending* and AEMO receives *metering data* under clause 158 that contains an *estimated value*, AEMO must within 24 hours *notify* the *incoming user* and *current user* that the *requested transfer* cannot take place until AEMO receives an *actual value* for the *delivery point*.

{Note: The *network operator* may provide AEMO with *metering data* that contains an *actual value* for the *delivery point* at any time. However, if *meter reading* that generates an *actual value* is taken after the *allowable period* has elapsed, AEMO will have already *cancelled* the *requested transfer*.}

{Note: Clause 81(2) provides that a *requested transfer* may be specified to be a *move in*.}

(2) If a *requested transfer* for a *basic-metered delivery point* is *pending* and AEMO does not receive notification of an *actual value* for the *delivery point* within the *allowable period*, then within 24 hours of the lapse of *allowable period* AEMO must:

(a) *cancel* the *requested transfer*; and

(b) *notify* the *incoming user*, the *current user* and the *network operator* that the *requested transfer* is *cancelled*.

{Note: An *incoming user* wishing to reinitiate a *requested transfer* that has been *cancelled* must lodge a new *transfer request*.}

Division 3.3.8 – The Transfer Takes Effect

102. Requirements for a transfer confirmation

Commented [DM103]: New clause 6.8.1

A *transfer confirmation* must specify at least the following information:

(a) the *MIRN*; and

(b) the *transfer day*.

(c) in the notice to the *network operator* and the *current user* for that *delivery point* the *GBO identification* of the *incoming user*

(d) in the notice to the *incoming user* who delivered the *transfer request* to AEMO for that *delivery point* the *GBO identification* of the *current user* for that *delivery point*.

103. The transfer

Commented [DM104]: New clause 6.8.2

(1) If:

(a) a *transfer* is *pending* for a *basic-metered delivery point*; and

(b) AEMO receives *metering data* under clause 158 that contains an *actual value* for the *delivery point*:

(i) within the *allowable period*; and

(ii) which would result in the *transfer day* being on or after the *earliest transfer day*,

then:

(c) the *transfer* takes effect as from the *transfer time*; and

{Note: The *transfer day* is the *gas day* upon which the *meter reading* that generated the *actual value* is obtained. The *incoming user* is responsible for all transportation and haulage charges to and all *gas* withdrawals from the *delivery point* from the beginning of the *transfer day*.}

{Note: Upon accepting a *meter reading* under clause 103(1)(b), AEMO must update the *AEMO registry* under clause 52(a).}

(d) AEMO must give a *transfer confirmation* to the *incoming user*, the *network operator* and the *current user* by the following time:

(i) if AEMO receives *metering data* under clause 103(1)(b) before 17:00 hours on a day — then before the start of the *gas day* on the next day; and

(ii) otherwise — before the start of the *gas day* two days after the receipt of *metering data* under clause 103(1)(b).

{Note: In parallel to the *transfer* process under these *Procedures*, the *incoming user* needs to negotiate with the *network operator* either to agree suitable amendments to its *haulage contract* to reflect the addition of a *delivery point*, or to agree a *haulage contract*. These matters are dealt with under the *Access Arrangement*. The *incoming user* may need to deal with other matters as well, such as licensing.}

(2) If:

(a) a *transfer* is *pending* for an *interval-metered delivery point* then the *transfer* takes effect as from the *transfer time*; and

(b) AEMO must forthwith give a *transfer confirmation* to the *incoming user*, the *network operator* and the *current user* after the *transfer time*.

(3) Upon receipt of the *transfer confirmation* under clause 103(1)(d)(i) or 103(2)(b) (as the case may be), the *network operator* must:

(a) with effect from the *transfer time*, record the *incoming user* in the *network information system* as the entity which is withdrawing *gas* at the *delivery point*; and

(b) within 24 hours provide to the *incoming user*:

(i) subject to clause 103(4), the *MIRN standing data* and the *meter standing data*; and

(ii) for a *basic-metered delivery point* only, the *index reading* from the *metering data* AEMO received for the *delivery point* under clause 158, as referred to in clause 103(1)(b).

(4) Until such time as the *network operator* gives *notice* to AEMO under this clause 103(4) (which *notice* AEMO must forward to all *users*), the *network operator* is not required to provide the *MIRN standing data* under clause 103(3)(b)(i) until requested by the *incoming user*.

Part 3.4 – There is no Part 3.4

104. There is no clause 104.

Part 3.5 – Disconnection and Reconnection of Delivery Points

Division 3.5.1 – Disconnection by network operator

105. Disconnecting delivery points

Commented [DM105]: New clause 4.2.1

(1) A *network operator*:

(a) may *disconnect* a *delivery point* when required to, or if not prevented, by *law* or a contract other than these *Procedures*; and

(b) must (subject to *law*) *disconnect* a *delivery point* if required to under clause 107; and

(c) must (subject to *law*), in response to a deemed request under clause 82(b), if a *requested transfer* has been *cancelled* by AEMO after the *network operator reconnected* a *delivery point* under clause 117(1)(c), *disconnect* the *reconnected delivery point* within 2 *business days* after the *network operator* receives notification from AEMO under either clause 97(c) or 101(2)(b) that the *transfer* has been *cancelled*.

(2) A *user* may at any time lodge a *disconnection notice* with the *network operator*.

(3) A *disconnection notice*:

(a) must specify at least the following information:

(i) the *MIRN*; and

(ii) the *user's GBO identification*; and

(b) if the *user* chooses — may specify the following additional information:

(i) the *service order reference*; and

(ii) the reason for the *disconnection*.

(4) A *disconnection notice* is valid only if:

(a) the *MIRN status* is not *deregistered*; and

(b) it is lodged by the *current user*; and

(c) the *delivery point* is in the *network operator's sub-network*.

(5) If a *disconnection notice* was not lodged on a *business day*, then the *network operator* must respond to the *disconnection notice* no later than on the next *business day* as if the *disconnection notice* was lodged on that *business day*.

106. If disconnection notice is not valid

Commented [DM106]: New clause 4.2.1

Upon receipt of a *disconnection notice* which is not valid, subject to clause 105(5), the *network operator* must *immediately*:

(a) reject the *disconnection notice*; and

(b) *notify* the *participant* that lodged the *disconnection notice* that the *disconnection notice* has been rejected and provide the reason why the *disconnection notice* is not valid.

107. If disconnection notice is valid

Commented [DM107]: New clause 4.2.2

(1) Upon receipt of a valid *disconnection notice*, subject to clause 105(5), a *network operator* must:

(a) forthwith accept the *disconnection notice*; and

(b) *immediately notify* the *user* that the *disconnection notice* has been accepted.

(2) Subject to clause 108(3), a *network operator* must (subject to *law*) at the same time, within 2 *business days* after receiving a valid *disconnection notice*, *disconnect* and undertake a *meter reading* of, and obtain the *meter reading data* for, the *delivery point.*

(3) Within 2 *business days* of *disconnecting* a *delivery point* under clause 105(1) or 107(2), the *network operator* must:

(a) calculate the *actual value* for the *delivery point* using the information obtained under clause 107(2); and

(b) change the *MIRN status* in its *MIRN database* to *de-energised*; and

(c) *notify* the *user* that the *MIRN* is *de-energised* and provide the *user* with the *metering data* under clause 158, for the *meter reading* undertaken in accordance with clause 107(2); and

(d) lodge a *disconnection confirmation notice* with AEMO; and

(e) provide AEMO with the *metering data* under clause 158, for the *meter reading* undertaken in accordance with clause 107(2).

{Note: Refer to Division 3.5.3 for the clauses relating to *disconnection confirmation notices*.}

108. Disconnection withdrawal notice

Commented [DM108]: New clause 4.2.3

(1) A *user* may at any time prior to the *network operator disconnecting* a *delivery point* identified in a *disconnection notice* lodge a *disconnection withdrawal notice* with the *network operator*.

(2) A *disconnection withdrawal notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *user's GBO identification*.

(3) A *disconnection withdrawal notice* is valid only if:

(a) it corresponds to an *open disconnection notice* previously lodged with the *network operator*; and

(b) it is lodged by the *current user*.

(4) If a *disconnection withdrawal notice* was not lodged on a *business day*, then the *network operator* must respond to the *disconnection withdrawal notice* no later than on the next *business day* as if the *disconnection withdrawal notice* was lodged on that *business day*.

109. If disconnection withdrawal notice is not valid

Commented [DM109]: New clause 4.2.3

Upon receipt of a *disconnection withdrawal notice* which is not valid, subject to clause 108(4), the *network operator* must *immediately*:

(a) reject the *disconnection withdrawal notice*; and

(b) *notify* the *participant* that lodged the *disconnection withdrawal notice* that the *disconnection withdrawal notice* has been rejected and provide the reason why the *disconnection withdrawal notice* is not valid.

110. If disconnection withdrawal notice is valid

Commented [DM110]: New clause 4.2.3

Upon receipt of a valid *disconnection withdrawal notice*, subject to clause 108(4), the *network operator* must forthwith:

(a) accept the *disconnection withdrawal notice*; and

(b) ascertain whether the *delivery point* has been *disconnected*, and:

(i) if the *delivery point* has been *disconnected* — must *immediately notify* the *user* that the *delivery point* has already been *disconnected* and therefore that the *disconnection withdrawal notice* has been rejected; and

(ii) if the *delivery point* has not been *disconnected* — must use reasonable endeavours to stop its *disconnection* and *promptly notify* the *user* that the *disconnection withdrawal notice* has been accepted and whether or not the *delivery point* has been *disconnected*.

{Note: It may not be practicable to respond to a *disconnection withdrawal notice* if the *network operator's* operator is already out in the field.}

Division 3.5.2 – Disconnection by user

111. Disconnection by user (basic meters only)

Commented [DM111]: New clause 4.2.4

(1) **There is no clause 111(1).**

(2) This clause 111 applies only:

(a) to the extent that a *user* is permitted by *law* or a contract other than these *Procedures* to do something described in this clause 111; and

(b) with respect to *basic-metered delivery points.*

(3) If the *user* undertakes a *disconnection* at the *delivery point*, it must at the same time undertake a *meter reading* of, and obtain the *meter reading data* for, the *delivery point*.

(4) Within 1 *business day* after *disconnecting* a *delivery point* under clause 111(3), the *user* must *notify* the *network operator* that the *delivery point* is *disconnected*, which *notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the date of current *meter read*; and

(c) the current *index reading*.

(5) By providing a *notice* to a *network operator* under clause 111(4), the person providing the *notice* represents and warrants to the *network operator* and all other *participants* that:

(a) the person is the *current user*; and

(b) the *disconnection* occurred; and

(c) the *notice* is provided within the time limit specified in clause 111(4); and

(d) the person was authorised by *law* or a contract other than these *Procedures* to undertake the *disconnection*; and

(e) the data provided under clause 111(4) is *accurate*.

{Note: Under clause 376A(2), a breach of this warranty will expose the person to liability for more than just direct damage.}

(6) After receiving a *notice* under clause 111(4), the *network operator* must within 1 *business day*:

(a) calculate the *actual value* for the *delivery point* using the information obtained under clause 111(4); and

(b) change the *delivery point's MIRN status* to *de-energised*; and

(c) *notify* the *user* that the *MIRN* is *de-energised*, and provide the *user* with the *metering data* under clause 158, for the *meter reading* undertaken in accordance with clause 111(3); and

(d) lodge a *disconnection confirmation notice* with AEMO; and

(e) provide AEMO with the *metering data* under clause 158, for the *meter reading* undertaken in accordance with clause 111(3).

{Note: Refer to Division 3.5.3 for the clauses relating to *disconnection confirmation notices*.}

(7) If a *user* other than the *current user* undertakes a *disconnection* at a *delivery point*, as soon as the *network operator* becomes aware of this fact, it must as soon as practicable (and at the *user's* expense) *reconnect* the *delivery point* or procure its *reconnection*.

{Note: Refer to Division 3.5.4 for the clauses relating to *reconnection*.}

Division 3.5.3 – Disconnection confirmation notice to AEMO

112. Disconnection confirmation notice

Commented [DM112]: Not carried over to new version. Covered in Spec Pack

A *disconnection confirmation notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *network operator* lodging the *disconnection confirmation notice*; and

(c) the date on which the *delivery point* was *disconnected*.

113. Requirements for valid disconnection confirmation notice

Commented [DM113]: Not carried over to new version. Covered in Spec Pack

A *disconnection confirmation notice* is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

(b) it is lodged by the *network operator* who has an *active GBO identification*; and

(c) the *MIRN status* is not *deregistered*; and

(d) the date on which the *notice* is received is on or after the date on which the *delivery point* was *disconnected*;

(e) there is no *open disconnection confirmation notice* or *open permanent removal confirmation notice* for the *delivery point*; and

(f) the date the *delivery point* was *disconnected* did not occur more than 425 days before the date the *disconnection confirmation notice* was lodged.

114. If disconnection confirmation notice is not valid

Commented [DM114]: Not carried over to new version. Covered in Spec Pack

Upon receipt of a *disconnection confirmation notice* which is not valid, AEMO must *immediately*:

(a) reject the *disconnection confirmation notice*; and

(b) *notify* the *network operator* that lodged the *disconnection confirmation notice* that the *disconnection confirmation notice* has been rejected and provide the reason why the *disconnection confirmation notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *disconnection confirmation notice* that has been rejected must lodge a new *disconnection confirmation notice*.}

115. If AEMO does not receive valid metering data

Commented [DM115]: New clause 4.2.5

(1) If AEMO does not receive valid *metering data* in accordance with clause 107(3)(e) or 111(6)(e) (as applicable) within 2 *business days* of receiving a valid *disconnection confirmation notice* lodged under either clause 107(3)(d) or 111(6)(d) in respect of the same *delivery point*, AEMO must *notify* the *network operator* of this fact.

(2) If AEMO does not receive valid *metering data* referred to in clause 115(1) within 7 *business days* of the date the valid *disconnection confirmation notice* is received by AEMO, then AEMO must:

(a) as soon as practicable *cancel* the *disconnection confirmation notice*; and

(b) *promptly notify* the *network operator* that lodged the *disconnection confirmation notice* that the *disconnection confirmation notice* has been *cancelled* and the reason for the *cancellation*.

{Note: A *network operator* wishing to reinitiate a *disconnection confirmation notice* that has been *cancelled* must lodge a new *disconnection confirmation notice*.}

116. If disconnection confirmation notice is valid and valid metering data has been received

Commented [DM116]: New clause 4.2.6

(1) Subject to clause 116(2), upon receipt of both a valid *disconnection confirmation notice* lodged under clause 107(3)(d) or 111(6)(d) and valid *metering data* in accordance with clause 107(3)(e) or 111(6)(e) (as applicable), AEMO must:

(a) forthwith accept the *disconnection confirmation notice*; and

(b) *promptly notify* the *network operator* that the *disconnection confirmation notice* has been accepted.

{Note: Upon accepting a valid *disconnection confirmation notice* under clause 116(1) and receiving valid *metering data* in accordance with clause 107(3)(e) or 111(6)(e) (as applicable), AEMO must update the *AEMO registry* under clause 51(b) by changing the *MIRN status* to *de-energised* and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.}

(2) Before accepting a valid *disconnection confirmation notice* under clause 116(1), if:

(a) in respect of the same *delivery point* there is an *open reconnection confirmation notice* when AEMO receives a valid *disconnection confirmation notice* and valid *metering data* as referred to under clause 116(1); and

(b) the date of *reconnection* in the *reconnection confirmation notice* is the same date as the date of *disconnection* in the *disconnection confirmation notice*,

then, upon receiving valid *metering data* in accordance with clause 107(3)(e) or 111(6)(e) (as applicable), AEMO must:

(c) *cancel* both the *open reconnection confirmation notice* and the *disconnection confirmation notice*; and

(d) *notify* the *network operator* that the *reconnection confirmation notice* and the *disconnection confirmation notice* have been *cancelled*.

{Note: Due to AEMO *cancelling* both the *open reconnection confirmation notice* and the *disconnection confirmation notice*, AEMO is not required to update the *AEMO registry* under clause 51(b) because AEMO has not accepted the *disconnection confirmation notice*. Therefore no change will

be made in the *AEMO registry* to the *MIRN status* of the *delivery point*. Refer also to corresponding clause 124(2).}

Division 3.5.4 – Reconnection by network operator

117. Reconnecting delivery points

Commented [DM117]: New clause 4.2.7

(1) A *network operator*:

(a) may *reconnect* a *delivery point* when required to, or if not prevented, by *law* or a contract other than these *Procedures*; and

(b) must (subject to *law*) *reconnect* a *delivery point* if required to under clause 119; and

(c) must (subject to *law*), in response to a deemed request under clause 82(a), if a *transfer* has been marked as *pending* by AEMO under clause 100 for a *disconnected delivery point*, *reconnect* the *delivery point* either:

(i) on the *earliest transfer day* nominated in the *transfer request* for the *delivery point*, if the *network operator* receives notification under clause 100(2)(d) that the *transfer* has been marked as *pending* at least 2 *business days* before *earliest transfer day*; or

(ii) otherwise, within 2 *business days* after the *network operator* receives notification under clause 100(2)(d) that the *transfer* has been marked as *pending*.

(2) A *user* may at any time lodge a *reconnection notice* with a *network operator*.

(3) A *reconnection notice*:

(a) must specify at least the following information:

(i) the *MIRN*; and

(ii) the *user's GBO identification*; and

(b) if the *user* chooses — may specify the *service order reference*.

(4) A *reconnection notice* is valid only if:

(a) the *MIRN status* is *de-energised*; and

(b) it is lodged by the *current user*; and

(c) the *delivery point* is in the *network operator's sub-network*.

(5) If a *reconnection notice* was not lodged on a *business day*, then the *network operator* must respond to the *reconnection notice* no later than on the next *business day* as if the *reconnection notice* was lodged on that *business day*.

118. If reconnection notice is not valid

Commented [DM118]: New clause 4.2.7

Upon receipt of a *reconnection notice* which is not valid, subject to clause 117(5), the *network operator* must *immediately*:

(a) reject the *reconnection notice*; and

(b) *notify* the *participant* that lodged the *reconnection notice* that the *reconnection notice* has been rejected and provide the reason why the *reconnection notice* is not valid.

119. If reconnection notice is valid

Commented [DM119]: New clause 4.2.8

(1) Upon receipt of a valid *reconnection notice*, subject to clause 117(5), a *network operator* must:

(a) forthwith accept the *reconnection notice*; and

(b) *immediately notify* the *user* that the *reconnection notice* has been accepted.

(2) A *network operator* must (subject to *law*) at the same time, within 2 *business days* after receiving a valid *reconnection notice*, *reconnect* the *delivery point* and undertake a *meter reading* of, and obtain the *meter reading data* for, the *delivery point*.

{Note: A *network operator's* obligation to *reconnect* a *delivery point* after receiving a valid request from a *user* to do so, is also set out in section 3.1 of the Distribution Code as issued by the jurisdictional regulator for South Australia .

(3) Within 2 *business days* of *reconnecting* a *delivery point* under clause 117(1) or 119(2), the *network operator* must:

(a) calculate the *actual value* for the *delivery point* using the information obtained under clause 119(2); and

(b) change the *MIRN status* in its *MIRN database* to *energised*; and

(c) *notify* the *user* that the *MIRN* is *energised* and provide the *user* with the *metering data* under clause 158 for the *meter reading* undertaken in accordance with clause 119(2).

(d) lodge a *reconnection confirmation notice* with AEMO; and

(e) provide AEMO with the *metering data* under clause 158 for the *meter reading* undertaken in accordance with clause 119(2).

Division 3.5.5 – Reconnection Confirmation Notice to AEMO

120. Reconnection confirmation notice

A *reconnection confirmation notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *network operator* lodging the *notice*; and

(c) the date on which the *delivery point* was *reconnected* again.

Commented [DM120]: Not carried over to new version. Covered in Spec Pack

121. Requirements for valid reconnection confirmation notice

A *reconnection confirmation notice* is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

(b) it is lodged by the *network operator* who has an *active GBO identification*; and

(c) the *MIRN status* is not *deregistered*; and

(d) the date on which the *reconnection confirmation notice* is received is on or after the date on which the *delivery point* was *reconnected*;

(e) there is no *open reconnection confirmation notice* or *open permanent removal confirmation notice*; and

(f) the date the *delivery point* was *reconnected* did not occur more than 425 days before the date the *reconnection confirmation notice* was lodged.

Commented [DM121]: Not carried over to new version. Covered in Spec Pack

122. If reconnection confirmation notice is not valid

Upon receipt of a *reconnection confirmation notice* which is not valid, AEMO must *immediately*:

(a) reject the *reconnection confirmation notice*; and

(b) *notify* the *network operator* that lodged the *reconnection confirmation notice* that the *reconnection confirmation notice* has been rejected and provide the reason why the *reconnection confirmation notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *reconnection confirmation notice* that has been rejected must lodge a new *reconnection confirmation notice*.}

Commented [DM122]: Not carried over to new version. Covered in Spec Pack

123. If AEMO does not receive valid metering data

Commented [DM123]: See new clause 4.2.9

(1) If AEMO does not receive valid *metering data* in accordance with clause 119(3)(e) within 2 *business days* of receiving a valid *reconnection confirmation notice* lodged under clause 119(3)(d) in respect of the same *delivery point*, AEMO must *notify* the *network operator* of this fact.

(2) If AEMO does not receive valid *metering data* referred to in clause 123(1) within 7 *business days* of the date the valid *reconnection confirmation notice* is received by AEMO, then AEMO must:

(a) as soon as practicable *cancel* the *reconnection confirmation notice*; and

(b) *promptly notify* the *network operator* that lodged the *reconnection confirmation notice* that the *reconnection confirmation notice* has been *cancelled* and the reason for the *cancellation*.

{Note: A *network operator* wishing to reinitiate a *reconnection confirmation notice* that has been *cancelled* must lodge a new *reconnection confirmation notice*.}

124. If reconnection confirmation notice is valid and valid metering data has been received

Commented [DM124]: See new clause 4.2.10

(1) Subject to clause 124(2), upon receipt of both a valid *reconnection confirmation notice* lodged under clause 119(3)(d) and valid *metering data* in accordance with clause 119(3)(e), AEMO must:

(a) forthwith accept the *reconnection confirmation notice*; and

(b) *promptly notify* the *network operator* that the *reconnection confirmation notice* has been accepted.

{Note: Upon accepting a valid *reconnection confirmation notice* under clause 124 and receiving valid *metering data* in accordance with clause 119(3)(e), AEMO must update the *AEMO registry* under clause 51(c) by changing the *MIRN status* to *energised* and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.}

(2) Before accepting a valid *reconnection confirmation notice* under clause 124(1), if:

(a) in respect of the same *delivery point* there is an *open disconnection confirmation notice* when AEMO receives a valid *reconnection confirmation notice* and valid *metering data* as referred to under clause 124(1); and

(b) the date of *disconnection* in the *disconnection confirmation notice* is the same date as the date of *reconnection* in the *reconnection confirmation notice*,

then, upon receiving valid *metering data* in accordance with clause 119(3)(e), AEMO must:

(c) *cancel* both the *open disconnection confirmation notice* and the *reconnection confirmation notice*; and

(d) *notify* the *network operator* that the *disconnection confirmation notice* and the *reconnection confirmation notice* have been *cancelled*.

{Note: Due to AEMO *cancelling* both the *open disconnection confirmation notice* and the *reconnection confirmation notice*, AEMO is not required to update the *AEMO registry* under clause 51(c) because AEMO has not accepted the *reconnection confirmation notice*. Therefore no change will be made in the *AEMO registry* to the *MIRN status* of the *delivery point*. Refer also to corresponding clause 116(2).}

Part 3.6 – Removing Delivery Points And Deregistering MIRNs

Division 3.6.1 – Permanent Removal by network operator

125. Permanently removing delivery points

Commented [DM125]: New clause 4.4.1

(1) A *network operator*:

(a) may *permanently remove* a *delivery point* when required to, or if not prevented, by *law* or a contract other than these *Procedures*; and

(b) must (subject to *law*) *permanently remove* a *delivery point* if required to under this clause 125.

(2) Subject to clause 125(3), a *user* may at any time lodge a *permanent removal request* with the *network operator*.

(3) A *user* must not lodge a *permanent removal request* more than 20 *business days* before the date on which the *user* requires the *delivery point* to be *permanently removed*.

(4) A *permanent removal request*:

(a) must specify at least the following information:

(i) the *MIRN*; and

(ii) the *user's GBO identification*; and

(iii) the earliest date that the *delivery point* can be *permanently removed*; and

(b) if the *user* chooses — may specify the *service order reference*.

(5) A *permanent removal request* is valid only if:

(a) the *MIRN status* is *energised* or *de-energised*; and

(b) it relates to a *delivery point* in the *network operator's sub-network*; and

(c) it is lodged by the *current user*; and

(d) it is lodged within the time period allowed under clause 125(3).

(6) If a *permanent removal request* was not lodged on a *business day*, then the *network operator* must respond to the *permanent removal request* no later than on the next *business day* as if the *permanent removal request* was lodged on that *business day*.

126. If permanent removal request is not valid

Commented [DM126]: New clause 4.4.1

Upon *receipt* of a *permanent removal request* which is not valid, subject to clause 125(6), a *network operator* must *immediately*:

(a) reject the *permanent removal request*; and

(b) *notify* the *participant* that lodged the *permanent removal request* that the *permanent removal request* has been rejected and provide the reason why the *permanent removal request* is not valid.

{Note: A *user* wishing to reinitiate a *permanent removal request* that has been *cancelled* must lodge a new *permanent removal request*.}

127. If permanent removal request is valid

Commented [DM127]: New clause 4.4.2

(1) Upon receipt of a valid *permanent removal request*, subject to clause 125(6), a *network operator* must (subject to *law*):

(a) forthwith accept the *permanent removal request*; and

(b) *immediately notify* the *user* that the *permanent removal request* has been accepted; and

(c) *permanently remove* the *delivery point* and, if there is a *meter* installed at the *delivery point,* at the same time undertake a *meter reading* of, and obtain the *meter reading data* for, the *delivery point*, on the later of:

(i) the date requested by the *user* under clause 125(4)(a)(iii); or

(ii) 5 *business days* after receiving the *permanent removal request*.

{Note: The reason that there may not be a *meter* installed at the *delivery point* is that it may previously have been removed in the course of a disconnection.}

(2) As soon as practicable after a *delivery point* has been *permanently removed* under clause 125(1) or clause 127(1)(c), and in any event within 5 *business days*, the *network operator* must:

(a) calculate the *actual value* for the *delivery point* using the information obtained under clause 127(1)(c); and

(b) change the *MIRN status* to *deregistered*; and

(c) *notify* the *user* that the *delivery point* has been *permanently removed*; and

(d) lodge a *permanent removal confirmation notice* with AEMO; and

(e) provide AEMO and the *user* with the *metering data* under clause 158 from, as applicable:

(i) the *meter reading* undertaken under clause 127(1)(c); or

(ii) if there was no *meter* installed at the *delivery point*, the *meter reading* undertaken under clause 107(2) when the *meter* was removed, unless that *meter reading* was previously provided; or

(iii) if there was no *meter reading* previously provided or available, then provide a final *meter reading*.

Division 3.6.2 – Permanent Removal Confirmation Notice to AEMO

128. Permanent removal confirmation notice

A *permanent removal confirmation notice* must specify at least the following information:

(a) the *MIRN*; and

(b) the *GBO identification* of the *network operator* lodging the *notice*; and

(c) the date on which the *delivery point* was *permanently removed*.

Commented [DM128]: Not carried over to new version. Covered in Spec Pack

129. Requirements for valid permanent removal confirmation notice

A *permanent removal confirmation notice* is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

Commented [DM129]: Not carried over to new version. Covered in Spec Pack.

(b) it is lodged by the *network operator* who has an *active GBO identification*; and

(c) the *MIRN status* is *energised* or *de-energised*;

(d) the date on which the *notice* is received is on or after the date on which the *delivery point* was *permanently removed*; and

(e) the date the *delivery point* was *permanently removed* did not occur more than 425 days before the date the *permanent removal confirmation notice* was lodged.

130. If permanent removal confirmation notice is not valid

Upon receipt of a *permanent removal confirmation notice* which is not valid, AEMO must *immediately*:

(a) reject the *permanent removal confirmation notice*; and

(b) *notify* the *network operator* that lodged the *permanent removal confirmation notice* that the *permanent removal confirmation notice* has been rejected and provide the reason why the *permanent removal confirmation notice* is not valid.

{Note: A *network operator* wishing to reinitiate a *permanent removal confirmation notice* that has been rejected must lodge a new *permanent removal confirmation notice*.}

Commented [DM130]: Not carried over to new version. Covered in Spec Pack

131. There is no clause 131

132. If permanent removal confirmation notice is valid.

Upon receipt of a valid *permanent removal confirmation notice* lodged under clause 127(2)(d), AEMO must:

(a) forthwith accept the *permanent removal confirmation notice*; and

(b) *promptly notify* the *network operator* that the *permanent removal confirmation notice* has been accepted.

{Note: Upon accepting a valid *permanent removal confirmation notice* under clause 132, AEMO must update the *AEMO registry* under clause 51(d) by changing the *MIRN status* to *deregistered* and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53.}

Commented [DM131]: New clause 4.4.3

Division 3.6.3 – Deregistering MIRNs

133. Effect of permanent removal

Commented [DM132]: New clause 4.5

(1) Upon accepting a valid *permanent removal confirmation notice* under clause 132, AEMO must:

(a) forthwith *cancel* all *open transactions* in respect of the *delivery point*; and

(b) *promptly notify* all affected parties of the *cancellation*.

(2) Subject to Division 2.2.3, a *MIRN* with a *MIRN status* of *deregistered* must never be given another *MIRN status*.

{Note: Clause 133(2) renders irreversible the process of removing a *delivery point* and *deregistering* a *MIRN*, except if a valid *error correction notice* has been accepted by AEMO under clause 35(a) in respect of an incorrect *permanent removal confirmation notice*. If no valid *error correction notice* has been accepted by AEMO, then if *gas* supply is to be recommenced at the *delivery address*, a new *MIRN* must be assigned.}

CHAPTER 4 – Metering

Part 4.1 – Metering Equipment

134. Network operator must provide meters

Commented [DM133]: New clause 4.1

(1) A *network operator* must provide, install, operate and *maintain* a *meter* at each *delivery point* within its *GDS* in accordance with all applicable *laws*.

(2) Upon installation of a *meter* at a *delivery point* under clause 134(1), the *network operator* must provide the *user* with the *meter standing data* and *MIRN standing data* for the *delivery point* before providing the *metering data* under clause 158.

135. Basic meters

Commented [DM134]: Not carried over to new version.

A *network operator* must as a *reasonable and prudent person* ensure that a *basic meter* remains at all times capable of aggregating the flow of *gas* across time.

136. Units for basic meters

Commented [DM135]: Not carried over to new version.

A *basic meter* must be calibrated so that each unit of its *index reading* equates to a *gas* delivery of either:

(a) if the *meter* is a metric one, one actual cubic metre (that is, a cubic metre not corrected for altitude, temperature or pressure); or

(b) if the *meter* is an imperial one, one hundred actual cubic feet (that is, cubic feet not corrected for altitude, temperature or pressure).

{Note: The conversion between metric and imperial units is dealt with in clause 6.}

137. Interval meters

Commented [DM136]: Not carried over to new version.

A *network operator* must as a *reasonable and prudent person* ensure that an *interval meter* remains:

(a) capable of being read by means of *telemetry* in order to satisfy the requirements of these *Procedures*; and

(b) at all times capable of aggregating the flow of *gas* across time, and recording that flow for each hour.

138. There is no clause 138.

139. There is no clause 139.

140. There is no clause 140.

141. Metering upgrades

Commented [DM137]: New clause 4.3

(1) If a *user* requests a *network operator* to upgrade a *basic meter* at a *delivery point* to an *interval meter*, the *network operator* must upgrade that *meter* (and any associated data retrieval infrastructure) within 20 *business days* after the day on which the request was delivered to the *network operator*, or as agreed with the *user*, but taking into account:

(a) access to the *meter* being sufficient to install the *interval meter*. The *network operator* must inform the *user* of any access difficulties; and

(b) other site constraints, including confined spaces, being resolved.

(2) **There is no clause 141(2).**

(3) **There is no clause 141(3).**

(4) After either installing an *interval meter* under clause 141(1) at a *delivery point*, a *network operator* must provide the *user* with the *meter standing data* and (subject to clause 141(6)) *MIRN standing data* for the *delivery point* before providing the *metering data* under clause 158.

(5) Until such time as the *network operator* gives *notice* to AEMO under this clause 141(5) (which *notice* AEMO must forward to all *users*), the *network operator* is not required to provide the *MIRN standing data* under clause 141(4) until requested by the *incoming user*.

(6) Nothing in this clause 141 permits a *user* to do anything it is not permitted by *law* or a contract other than these *Procedures* to do.

Part 4.2 – Meter Reading Requirements

Division 4.2.1 – Interval meters

142. Interval meters to be read daily

Commented [DM138]: New clause 3.2

For each *interval meter*, the *network operator* must obtain the *meter reading data* for a *gas day* daily after the end of the *gas day*.

Division 4.2.2 – Basic meters – scheduled meter readings

143. Basic meters to be read in accordance with meter reading schedule

Commented [DM139]: New clause 3.1.

(1) For each *basic-metered delivery point*, a *network operator* must:

(a) undertake a *meter reading* of the *delivery point*; and

(b) receive the *meter reading data* into its *network information system*, on the date assigned to the *reading day number* for the *delivery point*, unless the *network operator* and the *user* otherwise agree.

(2) The date on which a *network operator* receives the *meter reading data* under clause 143(1)(b) must be no more than 3 *business days* after the date assigned to the *reading day number* for the *delivery point*, unless the *network operator* and the *user* otherwise agree.

(3) **There is no clause 143(3).**

144. Network operator to establish meter reading schedules

Commented [DM140]: New clause 3.1.1

(1) A *network operator* must:

(a) by 31 August each year — provide each *user* with the *meter reading schedule* for each *GDS* in which the *user* has a *haulage contract* for the period commencing on the next 1 January; and

(b) upon notification of a newly registered *user* under clause 22(2)(d) — provide the *user* with the current *meter reading schedule* for each *GDS* in which the *user* has a *haulage contract*.

(2) The *meter reading schedule* for a *GDS* must:

(a) cover a 12 month period starting on 1 January, and:

(b) for each *reading day number*, specify the frequency of the *meter read*; and

(c) for each *reading day number*, set out the date or dates in the 12 month period on which the *network operator* proposes to read the *meters* whose *MIRNs* are assigned to that *reading day number*.

(3) Subject to clause 148, the date specified for a *delivery point* under clause 144(2)(c) for a *reading day number* must reflect the *meter reading* frequency agreed between the *network operator* and the *user*.

145. Amendments to meter reading schedule

Commented [DM141]: New clause 3.1.1

(1) A *network operator* may amend a *meter reading schedule* at any time, but the *network operator* must as far as practicable:

(a) consult with each affected *user* before doing so;

(b) give each affected *user* at least as much *notice* of the proposed change for a *delivery point*, as the interval under the *meter reading schedule* between two *meter readings* for the *delivery point*; and

(c) endeavour to minimise the number of amendments made to a *meter reading schedule* after it has been issued under clause 144(1).

(2) A *user* for a *delivery* point may at any time request the *network operator* to change the date in a *meter reading schedule* or the frequency of the *meter reading* of a *delivery point*, and the *network operator* must endeavour to comply with all reasonable requests made by a *user* if practicable.

146. There is no clause 146.

Division 4.2.3 – Basic Meters – Special Meter Readings

147. Special meter readings (basic meters only)

Commented [DM142]: New clause 3.1.2

(1) A *user* may request the *network operator* to undertake a *special meter reading* of a *basic meter*, on a *business day* specified in the request which is at least 2 *business days* after the day on which the *network operator* receives the request.

{Note: For example, if the request is lodged with a *network operator* at 11.59 pm on Monday, the earliest day on which the *user* can specify the *special meter reading* to be undertaken, is Wednesday. If a request is lodged with a *network operator* at 10am on Thursday, the earliest day on which the *user* can specify the *special meter reading* to be undertaken, is the following Monday.}

(2) The *network operator* must undertake a *special meter reading* requested under clause 147(1), and obtain the *meter reading data*, on the *business day* specified in the request, (which must be at least 2 *business days* after the day on which the *network operator* receives the request), and must:

(a) provide the *metering data* to the *user* under clause 147(3); or

(b) if the *network operator* was unable to undertake a *special meter reading* — inform the *current user* of this fact and provide the reason why the *meter reading data* could not be obtained.

(3) If the request under clause 147(1) is made by:

(a) the *current user* — then the *network operator* must, in accordance with the timing in clause 158, provide the *user* with the *metering data* under clause 160; and

(b) any other *user* — then (subject to clauses 65(2)(a)(iii) and 103(3)(b)(ii)) the *network operator* must not provide the *user* with the

metering data for the *delivery point* received as a result of undertaking the *special meter reading*.

(4) Nothing in clause 147(3)(b) limits the *network operator* from informing the *user* that no *meter reading data* was obtained because the *network operator* was unable to undertake a *special meter reading*.

(5) To avoid doubt, nothing in clause 147(3) (including clause 147(3)(b)) affects a *user's* liability, if any, to pay for a *special meter reading*.

Division 4.2.4 – Basic meters – deemed meter readings

148. Deemed meter reading (basic meters only)

Commented [DM143]: New clause 3.1.3

(1) If a *meter reading* for a *basic-metered delivery point* that generated an *actual value* was undertaken no more than 10 days before the date of *move in*, then (subject to clause 148(2)) on the date of *move in*:

(a) the *network operator* must determine a **"deemed meter reading"** which is a *meter reading* deemed to have occurred on the day of the *move in*; and

(b) provide the *metering data* from the *deemed meter reading* to AEMO.

(2) For the purposes of providing the *metering data* and calculating the *energy value* for a *deemed meter reading*, a *network operator* must use the most recent *index reading* from the *meter reading* which occurred no more than 10 days before the *move in* to calculate the *actual value* under clause 155.

Division 4.2.5 – Basic meters – annual meter reading requirement

149. Basic meters to have at least one meter reading that generates an actual value per year

Commented [DM144]: Removed obligation on user to assist, as covered in NERR rule 94(1)

(1) **There is no clause 149(1).**

(2) **There is no clause 149(2).**

(3) A *user* must assist a *network operator* to comply with the *network operator's* obligation to undertake a *meter reading* and retrieve the *meter reading data* at least once in any 12-month period, including if the *network operator* is unable to access the *meter* to undertake a *meter reading* and obtain the *meter reading data*, by assisting the *network operator* to obtain access to the *meter* at the next *scheduled meter reading* or *special meter reading*.

(4) If the *network operator* has been unable to obtain a *meter reading* for a *basic-metered delivery point* that generates an *actual value* during a 12-month period,

then 45 days after the end of the 12-month period, the *network operator* may request the *user* to lodge a *disconnection notice* under clause 105(2).

(5) Unless otherwise agreed with the *network operator* and subject to *law,* a *user* must lodge a *disconnection notice* within 10 *business days* of the *network operator's* request under clause 149(3).

(6) **There is no clause 149(6).**

(7) Nothing in this clause 149 detracts from a *network operator's* obligations to undertake *meter readings* under clause 143 and as required by *law* or a contract other than these *Procedures*.

(8) Nothing in this clause 149 permits a person to do anything it is not permitted by *law* to do.

Division 4.2.6 – Meter reading by entity other than network operator

150. Meter reading activities by another entity

Commented [DM145]: Not carried over to new version.

{Note: These *Procedures* assume that all activities relating to *meter reading*, and *meter reading data*, for *delivery points* are undertaken by the *network operator*. This clause is included to facilitate changes should that assumption no longer be correct.}

(1) If a person other than a *network operator* is to undertake activities relating to *meter reading*, or *metering data*, for *delivery points*, then AEMO, the *network operator* and all affected *participants* must work cooperatively to agree either or both of:

(a) suitable procedures to accommodate the fact; or

(b) suitable changes to these *Procedures* for submission under the National Gas Law and the Rules.

(2) Nothing in this clause 150 permits a person to do anything it is not permitted by *law* or a contract other than these *Procedures* to do.

Part 4.3 – Gate Point Metering Data

151. Pipeline operators to provide physical gate point metering data

Commented [DM146]: New clause 3.3.1

(1) Subject to clause 151(4), for each *physical gate point* for each *gas day,* the *pipeline operator* must provide to the *network operator* as soon as reasonably practicable after the end of the *gas day*, but in any event, no later than 2.5 hours after the end of the *gas day*, for the *gas day* and each hour in the *gas day*, at least two of the following:

(a) energy inflow; and

(b) daily flow weighted average *heating value*; and

{Note: The data for each hour in the *gas day* provided under clause 151(1)(b) will be the daily flow weighted average *heating value*.}

(c) volumetric inflow.

(2) Before providing the data under clause 151(1), the *pipeline operator* must ensure that the data does not contain any obvious errors or omissions.

(3) If a *pipeline operator*'s *physical gate point metering data* is amended at any time after the data is provided under clause 151(1) (including if the data is refined or verified), the *pipeline operator* must provide the amended *physical gate point metering data* to the *network operator* as soon as reasonably practicable.

(4) A *pipeline operator* is not required to provide the *physical gate point metering data* for a *physical gate point* if:

(a) less than 10 TJ of *gas* was *injected* at the *physical gate point* in the immediately preceding 12 month period; and

(b) as at 28 July 2004 there was insufficient *telemetry* installed at the *physical gate point* to permit the *physical gate point metering data* to be remotely accessed on a daily basis.

152. Network operator to provide gate point metering data to AEMO for each gate point

Commented [DM147]: New clause 3.3.2

(1) Subject to clause 152(5) the *network operator* must:

(a) subject to clause 152(4) aggregate the *physical gate point metering data* provided under clause 151(1), for each of the relevant *gas days* and for each hour in each of the relevant *gas days*, in each case across all *physical gate points* associated with the *sub-network* (the aggregated hourly and daily data being the **"gate point metering data"**); and

(b) provide to AEMO as soon as reasonably practicable after receiving the *physical gate point metering data* from the *pipeline operator* under clause 151(1), but in any event, no later than 3.5 hours after the end of the *gas day* the *gate point metering data*.

(2) If the *network operator* receives amended *physical gate point metering data* under clause 151(3) at any time (including if the data is refined or verified), the *network operator* must as soon as reasonably practicable:

(a) aggregate the amended *physical gate point metering data* for each of the *gas days* for which amended *physical gate point metering data* was provided in accordance with clause 152(1)(a); and

(b) provide to AEMO the amended *gate point metering data* determined under clause 152(2)(a).

(3) If for any reason (including the operation of clause 151(4)) the *network operator* does not receive the *physical gate point metering data* within the time specified in clause 151(1), then the *network operator* must:

(a) as a *reasonable and prudent person*, estimate the *gate point metering data*, for the *gas day* and each hour in the *gas day*, for each *gate point;*

(b) mark the estimated *gate point metering data* as an estimate; and

(c) provide the estimate to AEMO within 3.5 hours after the end of the *gas day*.

{Note: If after complying with its obligation under clause 152(1) or clause 152(2) the *network operator* becomes aware of a manifest error in the data it has provided then the *network operator* may notify AEMO under clause 301A(1).}

(4) If the *network operator* receives *physical gate point metering data* aggregated across a period of more than one *gas day*, then the *network operator* must, as a *reasonable and prudent person*, apportion the *physical gate point metering data* across each *gas day* in the period for which the *physical gate point metering data* was provided.

(5) Clause 152(1) does not apply in respect of the *gate point metering data* for:

(a) a *farm tap sub-network*; or

(b) an *uncovered sub-network*.

Part 4.4 – Metering Data

Division 4.4.1 – Verification guidelines for metering data

153. Verification of meter reading data

Commented [DM148]: New clause 3.5

A *network operator* must verify the *meter reading data* obtained from the *meter* or *meters* at a *delivery point* in accordance with the applicable *verification* guidelines set out in Appendix 2, before providing *metering data* under this Part 4.4.

Division 4.4.2 – Calculation of energy value

154. Energy value

Commented [DM149]: New clause 3.5.1

A *network operator* must calculate the *energy value* in accordance with clauses 155 to 157, before providing *metering data* under this Part 4.4.

155. Actual values

Commented [DM150]: New clause 3.5.2

(1) A *network operator* must calculate an *actual value* if:

(a) the *network operator* has obtained *meter reading data* for the *delivery point* since the previous *meter reading* of the *delivery point*; and

(b) the *network operator* is able to *verify* the *meter reading data* under clause 153; and

(c) the *network operator* does not otherwise suspect an error in the *meter reading data*, the *heating value* or other associated data.

(2) An **"actual value"** is a value for the total energy quantity of *gas* delivered at a *delivery point* (in megajoules) during the *metering period*, which is calculated by the *network operator* using *meter reading data* actually obtained from the *meter* or *meters* at the *delivery point*.

156. Estimated values

Commented [DM151]: New clause 3.5.3

(1) A *network operator* must calculate an *estimated value* if any one or more of the following applies in relation to a *scheduled meter reading*:

(a) the *network operator* has not obtained *meter reading data* for the *delivery point* since the previous *meter reading* of the *delivery point*; or

(b) the *network operator* is unable to *verify* the *meter reading data*; or

(c) the *network operator* otherwise suspects an error in the *meter reading data*, the *heating value* or other associated data.

(2) An **"estimated value"** is a value for the total energy quantity of *gas* delivered at a *delivery point* (in megajoules) during the *metering period*, which is calculated by the *network operator* using an estimation methodology set out

(a) in sections 2.2.3 and 2.2.4 of Appendix 2.

(b) **there is no clause 156(2)(b).**

(3) If the *network operator* calculates the *energy value* for a *delivery point* based upon an *estimated value*, then:

(a) the *network operator* (acting as a *reasonable and prudent person*) may replace the *estimated value* with:

(i) a *substituted value*; or

(ii) if the *network operator* (acting as a *reasonable and prudent person*) determines that it has grounds for calculating a more *accurate estimated value* — the further *estimated value*;

and

(b) for the purposes of clause 156(3)(a)(ii), the *network operator* (acting as a *reasonable and prudent person*) must consider any reasonable request from a *current user* for an *estimated value* to be changed.

157. Substituted values

Commented [DM152]: New clause 3.5.4

(1) If at any time a *network operator* determines that there is no possibility of calculating an *actual value* for a *delivery point*, then the *network operator* must designate an *estimated value* for the *delivery point* to be a **"substituted value"** for the *delivery point*.

{Examples: A *substituted value* may be required:

(a) for a *basic meter*, if the index of the *meter* has become unreadable, or the *meter* is destroyed; and

(b) for an *interval meter*, if the flow computer or associated *meter* equipment has been destroyed; and

(c) for an *interval meter*, if the flow computer or associated *meter* equipment is faulty, but not destroyed.}

(2) If these *Procedures* require the use or provision of an *actual value*, then a *substituted value* may be used or provided instead.

(3) If the *network operator* has designated a *substituted value* for a *delivery point*, then:

(a) the *network operator* must:

(i) repair or replace the *meter*, or one or more of its components (as appropriate) at the *delivery point* under clause 134; and

(ii) for a *basic meter*, obtain the *meter reading data* then *promptly* provide the reading date and *index reading* obtained from the *meter reading data* for the *delivery point* to the *user* and AEMO; or

(iii) for an *interval meter, promptly* provide the *meter reading data* for the *delivery point* to the *user* and AEMO;

and

(b) clauses 156(3)(a)(ii) and 156(3)(b) apply in respect of the *estimated value* which was designated to be the *substituted value*.

{Note: The *network operator* may provide a further *estimated value* upon which the *substituted value* is based, if requested by the *user* or based upon more *accurate* information.}

Division 4.4.3 – Timing for provision of metering data

158. Time for provision of metering data to current users and AEMO – basic and interval meters

Commented [DM153]: New clause 3.6.1

(1) Subject to clauses 158(2) and 159, a *network operator* must provide:

(a) to the *user* and AEMO (as the case may be) the *metering data* for a *basic-metered delivery point* — by 5.00pm on the *business day* after the *network operator* receives the *meter reading data* (under clause 143 or as a result of a *special meter reading* under clause 147); and

(b) to the *user* and AEMO (as the case may be) the *metering data* for an *interval-metered delivery point* — within 3.5 hours after the end of the *gas day* to which the *meter reading* relates.

(c) **there is no clause 158(1)(c).**

(2) If the *network operator* (acting as a *reasonable and prudent person*) is not satisfied with its *verification* of the data by the time specified in clause 158(1)(a), then:

(a) it must by the time specified in clause 158(1)(a) provide the data for those *MIRNs* that passed validation; and

(b) it is permitted one further *business day* to either *verify* the data for the remaining *MIRNs* and provide *metering data* that contains an *actual value*, an *estimated value* or a *substituted value* (as applicable).

(3) If a *network operator* determines as a *reasonable and prudent person* that it will not obtain *meter reading data* for even a single *delivery point* on a *meter reading route*, the *network operator* must *notify* each affected *user* of:

(a) the failure to obtain any *meter reading data*; and

(b) the affected *MIRNs*; and

(c) the likely ability to provide *metering data* for the *MIRNs* on the *meter reading route*.

(4) A notification under clause 158(3) must be given as soon as the *network operator* makes the determination under clause 158(3), and in any event must

be given before the end of the next *business day* after the determination is made.

159. Changes to MIRN standing data and meter standing data relevant to calculations

Commented [DM154]: Not carried over to new version.

If, in relation to a *delivery point*, any of the following information changes:

(a) the *MIRN status*; and

(b) the *meter number*; and

(c) the *meter type*; and

(d) the *index type*; and

(e) the *gas zone code*; and

(f) the *pressure correction factor*; and

(g) for a *basic meter* — the number of dials,

then, the *network operator* must provide at least the updated item of *MIRN standing data* or *meter standing data* (as applicable) to the *user*, before providing the *metering data* under clause 158.

Division 4.4.4 – Content of metering data

160. Metering data for current users – basic and interval meters

Commented [DM155]: New clause 3.7.1

(1) For each occasion on which these *Procedures* require a *network operator* to provide a *current user* with *metering data* for a *basic-metered delivery point*, (except where the *user* has become the *current user* as a result of a *transfer* taking effect under clause 103(1)(c)) it must provide at least the following:

(a) *MIRN*; and

(b) *meter type*; and

(c) date of the previous *meter reading*; and

(d) date of current *meter reading*; and

{Note: For a *move-in*, this may be the date on which the *deemed meter reading* is deemed to have occurred by clause 148.}

(e) *index reading* of the previous *meter reading*; and

(f) current *index reading*; and

(g) *pressure correction factor*; and

(h) *energy value type*; and

(i) *heating value* used to calculate the *energy value* under clause 160(1)(j); and

(j) *energy value*; and

(k) next *scheduled meter reading* date.

(2) For each occasion on which these *Procedures* require a *network operator* to provide a *current user* with *metering data* for an *interval-metered delivery point*, it must provide at least the following:

(a) *MIRN*; and

(b) *meter type*;

(c) date of current *meter reading*; and

(d) *energy value type*; and

(e) the *heating value* used for the *gas day* to calculate the *energy value* of *gas* delivered; and

(f) for each hour in the *gas day*, the *energy value*; and

(g) the *energy value*.

161. Metering data for new connections – basic meters

Commented [DM156]: New clause 3.7.2

For a *new connection* of a *basic-metered delivery point* under clause 65, the *network operator* must provide the *user* with at least the following *metering data*:

(a) *MIRN*; and

(b) *meter type*;

(c) date of current *meter reading*; and

{Note: This may be the date on which the *deemed meter reading* is deemed to have occurred by clause 148.}

(d) current *index reading*; and

(e) *pressure correction factor*; and

(f) next *scheduled meter reading* date.

162. Metering data for AEMO – basic and interval meters

Commented [DM157]: New clause 3.7.3

For each occasion on which these *Procedures* require a *network operator* to provide AEMO with *metering data*, it must provide at least the following (as applicable):

(a) the *MIRN*; and

(b) date of the previous *meter reading*; and

{Note: For an *interval meter*, the date of the previous *meter reading* will be the previous *gas day*.}

(c) date of current *meter reading*; and

(d) *energy value type*; and

(e) for a *basic-metered delivery point* — the *energy value*; and

(f) for an *interval-metered delivery point*:

(i) for each hour in the *gas day*, the *energy value*; and

(ii) the *energy value*.

Division 4.4.5 – AEMO validation of metering data

163. Requirements for valid provision of metering data to AEMO

Commented [DM158]: New clause 3.8.1

Provision of *metering data* to AEMO under clause 158 is valid only if:

(a) the *delivery point* exists within the *AEMO registry*; and

(b) it is provided by the *network operator* who has an *active GBO identification*; and

(c) the *energy value* is a positive number; and

(d) the start and end dates of the *metering period* are valid calendar dates; and

(e) the start date of the *metering period* occurs before the end date of the *metering period*; and

(f) the start date of the *metering period* is:

(i) the same date as the date of end of the previous *metering period* for which AEMO received *metering data*; or

(ii) if there was no previous *metering period*, the same date as the *MIRN* became *energised* as recorded in the *AEMO registry* under clause 51(a); or

(iii) the same date as the start date of the previous *metering period* for which AEMO received *metering data* and the end date of the current *metering period* is also the same as the end date of the previous *metering period*, if clause 164 applies; or

(iv) the same date as the start date of the previous *metering period* for which AEMO received *metering data*, but the end date of the current *metering period* is later than the end date of the previous *metering period*.

{Note: For the purposes of clause 163 the start and end dates of a *metering period* are the dates upon which a *meter reading* is taken (bearing in mind that the *meter reading* is deemed by clause 5 to have occurred at the start of the *gas day*). For example, if a *meter reading* is taken at 1100 hours on 5 February and then another *meter reading* is taken at 1600 hours on 8 March and another at 0900 hours on 12 April, then:

(a) the start date of the first *metering period* is 5 February and the end date is 8 March (and the *metering data* for this *metering period* includes *gas* consumed on the 7 March *gas day* but not *gas* consumed on the 8 March *gas day*); and

(b) the start date of the second *metering period* is 8 March and the end date is 12 April (and the *metering data* includes *gas* consumed on the 11 April *gas day* but not *gas* consumed on the 12 April *gas day*).}

(g) the *metering period* is 425 or less days old; and

(h) the *metering period* does not cover any period of time during which the *MIRN* was *deregistered*.

164. Replacement of metering data in *AEMO registry* according to energy value types

Commented [DM159]: New clause 3.8.2

If AEMO receives *metering data* under clause 162 for a *delivery point* more than once for the same *metering period*, AEMO must replace the *metering data* in the *AEMO registry* if it receives *metering data* for a previous *metering period* that contains a better quality *energy value* as determined in accordance with the following:

(a) an *estimated value* may be replaced by any other *energy value*; and

(b) an *actual value* may be replaced by another *actual value* or a *substituted value*; and

(c) a *substituted value* may be replaced by another *substituted value*.

165. If metering data is not valid

Commented [DM160]: New clause 3.8.3

Upon receipt of *metering data* under clause 158 which is not valid, AEMO must *immediately*:

(a) reject the *metering data*; and

(b) *notify* the *network operator* that lodged the *metering data* that it has been rejected and provide the reason why the *metering data* is not valid.

{Note: A *network operator* must re-send the *metering data* to AEMO to comply with its obligations under clause 158.}

166. If metering data is valid

Commented [DM161]: New clause 3.8.4

Upon receipt of *metering data* under clause 158 that is valid, AEMO must:

(a) forthwith accept the *metering data*; and

(b) *promptly notify* the *network operator* that the *metering data* has been accepted.

Division 4.4.6 – Historical metering data

166A. Explicit informed consent required

Commented [DM162]: New clause 3.9. Substantive EIC clause deleted. Requirement embedded in paragraphs (b) and (c) suffices.

(1) Before lodging a request with a *network operator* for *historical metering data* or *historical meter reading data* for a *delivery point* that relates to a period for which the *user* was not the *current user*, a *user* must obtain the *customer's explicit informed consent* to the receipt by the *user* of the requested data.

{Note: The *user* should ensure that the *customer's* consent extends to all actions the *user* may need to undertake to complete the request for the *historical metering data or historical meter reading data*.}

(2) If at any time before the *network operator* has provided information to a *user* under clause 167(4), a *customer's explicit informed consent* under clause 166A(1) ceases to apply (for example because it is withdrawn), then the *user* must withdraw the request to the extent that the request relied upon the *customer's explicit informed consent*.

(3) If at any time after the *network operator* has provided information to a *user* under clause 167(4), a *customer's explicit informed consent* under clause 166A(1) ceases to apply (for example because it is withdrawn), then the *user* must not use the information for any purpose and must to the extent reasonably practicable delete all copies of the information.

167. Provision of historical metering data to user on request

Commented [DM163]: New clause 3.9

(1) Subject to clause 167(2), a *user* may request a *network operator* to provide it with either or both of:

(a) *historical metering data*; or

(b) *historical meter reading data*,

for one or more of the *user's delivery points* for a period specified in the request.

(2) By lodging a request under clause 167(1), the *user* represents and warrants to the *network operator* that either:

(a) the requested data relates only to a period for which the *user* was the *current user*; or

(b) that the *user* has complied with clause 166A(1).

{Note: Under clause 376A(2), a breach of this warranty will expose the *user* to liability for more than just direct damage.}

(3) The *user* makes the warranty in clause 167(2) anew on each day that the request under clause 167(1) is *open*.

(4) Upon receipt of a reasonable request under clause 167(1), and provided that the *user* has not withdrawn the request under clause 167(5), a *network operator* must provide the requested data to the *user* within 5 *business days*.

(5) A *user* may at any time before receiving the requested data under clause 167(4), withdraw the request made under 167(1) by *notifying* the *network operator*.

(6) For the purposes of clause 167(4), reasonableness is to be judged having regard to the aggregate impact on the *network operator* of all of the *user's* requests from time to time under clause 167(1).

(7) The purpose of clause 167(1)(a) is for the *network operator* to assist a *user* to restore or *maintain* the *user's* databases; it is not intended that the *network operator* in effect act as an archivist for the *user*.

(8) The purpose of clause 167(1)(b) is to give the *user* access to raw *meter reading data* as reasonably required.

168. Archived historical metering data and historical meter reading data

Commented [DM164]: New Clause 2.4

(1) A *network operator* must *maintain* or archive previous *metering data* for each *delivery point* in its *GDS*:

(a) in a readily accessible format for at least two years; and

(b) after that for at least a further 5 years in a format which is accessible within a reasonable period of time.

(2) The *network operator* must *maintain* or archive previous *meter reading data* for each *delivery point* in its *GDS* with an *interval meter* for at least 7 years in a format which is accessible within 5 *business days*.

Part 4.5 – Heating Value Data

169. Heating value data calculations

Each *network operator* must calculate the daily average flow-weighted *heating value* for each *gas zone* in its *sub-network*.

Commented [DM165]: New clause 3.10.1

170. Heating value data to be retained

A *network operator* must *maintain* or archive *heating value data* for each *gas zone* in the *network operator's sub-network*:

(a) in a readily accessible format for at least 2 years; and

(b) after that for at least a further 5 years in a format which is accessible within a reasonable period of time.

Commented [DM166]: Not carried over to new version.

171. Publication of heating value data

(1) For each *gas day*, for each *gas zone* in a *network operator's sub-network*, the *network operator* must publish the daily flow weighted average *heating value data* used for billing purposes for *delivery points* in the *gas zone*.

(2) A publication under clause 171(1) must be made:

(a) available in *electronic form* that can be remotely accessed for downloading by a *participant*; and

(b) by noon on the next *business day*.

(3) Data published under clause 171(1) must remain accessible under clause 171(2)(a) for at least 12 months after the *gas day*.

(4) *Heating value data* for a *gas zone* is not commercially sensitive or confidential information.

Commented [DM167]: New clause 3.10.2

CHAPTER 5 – Allocation and Reconciliation

[Note: This Chapter 5 assumes that the allocation and reporting arrangements for each part the *GDS* will continue for each *sub-network* supplied by a single transmission pipeline. However, for the allocation, reconciliation and reporting arrangements, these Procedures are to distinguish between allocations for the Adelaide Metro *sub-network* operating under the STTM Rules (i.e. gas zone codes 21011 and 21012) and the separate allocations for each remaining *sub-network* which will continue to operate under these Procedures.]

Commented [DM168]: New clause 8.1.1

Part 5.1 – Introduction

171A. Exemption for farm tap sub-networks and single transmission pipeline sub-networks

Commented [DM169]: New clause 8.1.2

(1) This CHAPTER 5 does not apply in respect of:

(a) a *farm tap sub-network*; or

(b) an *uncovered sub-network*.

(5) If a *network operator* of a *sub-network* identified in clause 171A(1) becomes aware that:

(a) in the case of a *farm tap sub-network* — it is proposed to add one or more *delivery points* to the existing *delivery point*; and

(b) in the case of an *uncovered sub-network*— it is proposed that the *sub-network* become a covered pipeline as defined in the National Gas Law or subject to any other third party access regime under a *law* or under an instrument having effect under a *law*,

the *network operator* must advise AEMO of the proposal and provide AEMO with information in reasonable detail regarding the proposal as soon as practicable.

(6) For a *sub-network* that is connected to a single *transmission pipeline*:

(a) Part 5.10, Part 5.11, Part 5.12 and Part 5.12A do not apply; and

(b) **There is no clause 171A(3)(b)**.

172. There is no clause 172

173. The shipper register

Commented [DM170]: New clause 8.1.3

Commented [DM171]: Does the shipper register need to contain the STTM sub network?

If so then perhaps Clause 173 should be moved so it is just before 178?

(1) AEMO must establish a *shipper register* for the purposes of this CHAPTER 5:

(a) which sets out for each *user* for each *sub-network*:

(i) a list of the *shippers* that have provided a valid *listing request* to AEMO;

and

(b) subject to this CHAPTER 5, the contents of which AEMO must keep confidential.

(2) A *shipper* may at any time directly or through an agent provide:

(a) a request (**"listing request"**) to AEMO to list it in the *shipper register* in respect of a *user* and a *sub-network* from a specified **"effective date"**; or

(b) a request (**"delisting request"**) to AEMO to remove its listing from the *shipper register* in respect of a *user* and a *sub-network* from a specified **"effective date"**.

(3) A *listing request* by a *shipper* under clause 173(2) is a statement by the *shipper* that the *shipper* agrees to be listed from time to time in the *user's allocation instruction* in respect of the *user's gas injections* into the *sub-network*, and is valid if:

(a) it includes the *shipper's GBO identification* and the *shipper* has an *active GBO identification*; and

(b) it includes a written confirmation from the *pipeline operator* that the *shipper* has a *gas transmission contract* in the *transmission pipeline*; and

(c) **there is no clause 173(3)(c)**.

(4) **There is no clause 173(4)**.

(5) Upon receipt of a valid *listing request* or a *delisting request*, AEMO must update the *shipper register* accordingly:

(a) where the request is received from a *shipper*:

(i) where the *effective date* is within 2 *business days* of the date of the *listing request* or *delisting request* – as soon as practicable, and in any event before the end of the *business day* on which AEMO receives the *listing request* or *delisting request*, to apply at the latest in respect of the *gas day* starting 2 *business days* later; and

(ii) where the *effective date* is 2 *business days* from the date of the *listing request* or *delisting request* or later – to apply in respect of the first *gas day* after the *effective date*,

and

(b) **there is no clause 173(5)(b)**.

(6) If requested by a *pipeline operator*, AEMO must as soon as practicable advise the *pipeline operator* of all *shippers* listed in the *shipper register* in respect of a *gate point* which interconnects the *pipeline operator's transmission pipeline* and a *sub-network*.

(7) If a *shipper* does not have a *gas transmission contract* in a *transmission pipeline*, the *pipeline operator* may give a *notice* (**"removal request"**) to AEMO requesting AEMO to remove the *shipper* from the *shipper register* for the *transmission pipeline*.

(8) **There is no clause 173(8)**.

(9) By providing a *removal request*, the *pipeline operator* represents and warrants to AEMO that the *shipper* named in the *removal request* does not have a *gas transmission contract* in the *transmission pipeline*.

{Note: Under clause 376A(2), a breach of this warranty will expose the *pipeline operator* to liability for more than just direct damage.}

(10) On receipt of a *removal request*, AEMO must:

(a) as soon as practicable and in any event within 12 hours, advise the *shipper* and each *user* in respect of which the *shipper* is listed in the *shipper register* that, on the *pipeline operator's* request, the *shipper* will be removed from the *shipper register* in respect of the *gate point* which interconnects the *transmission pipeline* and the *sub-network*; and

(b) remove the *shipper* from the *shipper register* in respect of the *gate point* which interconnects the *transmission pipeline* and the *sub-network* as soon as practicable and in any event before the end of the *business day* on which AEMO receives the notification from the *pipeline operator*, to apply at the latest in respect of the *gas day* starting 2 *business days* later.

(11) A *pipeline operator* that provides a *removal request* to AEMO is liable to AEMO for, and must indemnify AEMO against, any loss or damage caused by or arising directly or indirectly out of or in connection with the *removal request*, including:

(a) the *removal request* not being validly given;

(b) AEMO acting in reliance on the *pipeline operator's* representation and warranty under clause 173(9);

(c) AEMO acting in reliance on the *removal request*; or

(d) AEMO removing a *shipper* from the *shipper register* in accordance with the *removal request*,

including:

(e) any liability of AEMO to any other person, or any claim, demand, action or proceeding brought against AEMO, and any *costs* or expenses, including legal *costs* (on a full indemnity basis), in connection with the claim, demand, action or proceeding; and

(f) any consequential loss or damage however caused, including any:

(i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or

(ii) loss or damage due to business interruption,

whether or not the consequential loss or damage was foreseeable.

174. Only one notional gate point per pipeline for each sub-network

Commented [DM172]: New clause 8.1.4

(1) If there is more than one physical interconnection between a given *sub-network* and a *transmission pipeline*, then for the purposes of this CHAPTER 5, the several physical points of interconnection are treated as being aggregated into a single (notional) *gate point* between the *transmission pipeline* and the *sub-network*.

(2) If there is only one physical interconnection between a given *sub-network* and a *transmission pipeline*, then for the purposes of this CHAPTER 5, that physical point of interconnection is treated as the *gate point*.

175. Gate Point control systems

Commented [DM173]: New clause 8.1.5

(1) Subject to clauses 175(2) to 175(4) a *pipeline operator* may:

(a) operate a *gate point* on any of the following *gate point* control systems:

(i) *pressure control*;

(ii) *flow profile control*;

(iii) *flow ratio control*;

(iv) *market responsive flow control*;

(b) change the control system it is operating for a *gate point*, provided that not later than 20 *business days* before it changes the control system it notifies AEMO and each *network operator* of the control system it proposes to operate for its *gate point* after the date on which it changes the control system; and

(c) adopt additional control measures for the control system it is operating for a *gate point* on a temporary intra-day basis in order to maintain *transmission pipeline* integrity or manage *transmission pipeline* operational emergencies, if the failure to change the control

system would result in material damage to the *transmission pipeline* or a more extensive disruption or curtailment of *gas* supply.

(2) A *pipeline operator* must not:

(a) operate a *gate point* on a *pressure control system* if any other *gate point* that delivers *gas* to the same *sub-network* as that *gate point* is operated on a *pressure control* control system; or

(b) operate a *gate point* on a control system other than a *pressure control system* if no other *gate point* that delivers *gas* to the same *sub-network* as that *gate point* is operated on a *pressure control system*.

(3) If a *pipeline operator* wishes to operate a *gate point* on a control system other than a control system specified in clause 175(1)(a), it must first consult with *participants* and AEMO to develop changes to these *Procedures* that are consistent with the proposed form of *gate point* control system in order to ensure that the implementation of the new control system would not prevent these *Procedures* from operating.

(4) If a *pipeline operator* wishes to change the control system for a *gate point*, it must use its reasonable endeavours to consult with all *shippers* operating in the *sub-network* connected to the affected *gate point* at least 15 *business days* before the change takes place to take into account the possible impact of the proposed change on *participants* and having due regard to maintaining an open and competitive environment.

(5) A *pipeline operator* may, for the purposes of complying with its obligations under clause 175(4), request AEMO to *notify* it of the identity of all *shippers* operating in the *sub-network*. AEMO must comply with a request from a *pipeline operator* under this clause 175(5) within 3 *business days* of receiving the request.

176. There is no clause 176.

177. Calculation of heating degree day

Commented [DM174]: New clause 8.1.6 and Appendix C

(1) In performing the calculations under this clause 177, AEMO must use the values set out in Appendix 11 for the following coefficients:

(a) C_1;

(b) C_2;

(c) C_3;

(d) C_4;

(e) C_5;

(f) C_6;

(g) C_7; and

(h) C_8.

(2) AEMO must, at least once every five years or following a change in the source of weather data used, recalculate the value for each coefficient listed in clause 177(1) using linear regression of historic weather data, and as soon as practicable after the recalculation, AEMO must publish to *participants* an update to Appendix 11 specifying the recalculated values.

(3) In performing the calculations under this clause 177, unless otherwise specified, AEMO must use the most recent available weather data prior to the time of calculation, which it must obtain from the Australian Bureau of Meteorology or another external agency, determined by AEMO as a *reasonable and prudent person* to be a suitable supplier of weather data for each of the following weather data items:

(a) the maximum air temperature for a *HDD zone* for a *gas day*, or forecast for a *gas day*, in degrees Celsius (**"T_{max}"**);

(b) the minimum air temperature for a *HDD zone* for a *gas day*, or forecast for a *gas day*, in degrees Celsius (**"T_{min}"**); and

(c) the hours of sun forecast for a *HDD zone* for a *gas day* (**"H_{sun}"**).

(4) For each *gas day D* for each *HDD zone*, AEMO must:

(a) by 17 hours before the end of *gas day D*, calculate the *forecast heating degree day* under clause 177(5)(j) for *gas day D+1* for use in clause 204;

(b) within 30 minutes before the end of the third, sixth, ninth and twelfth hours of *gas day D*, recalculate the *forecast heating degree day* under clause 177(5)(j) for *gas day D* for use in clause 216(1); and

(c) by 4 hours after the end of *gas day D*, calculate the *actual heating degree day* for *gas day D* under clause 177(5)(h) for use in clause 224.

(5) In this clause 177, for each *HDD zone* for each *gas* day *D*:

Commented [DM175]: New clause Appendix C

(a) the *EDD* for *gas day D* (**"$E_{(D)}$"**) is calculated as follows:

$$E_{(D)} = \max\left(0, 18 - \left(\frac{T_{\max(D)} + T_{\min(D)}}{2}\right) - \left(C_8 \times H_{sun(D)}\right)\right)$$

where:

$E_{(D)}$ = the *EDD* for the *HDD zone* for *gas day D*;

$T_{max(D)}$ = the maximum air temperature forecast for the *HDD zone* for *gas day D* in degrees Celsius;

$T_{min(D)}$ = the minimum air temperature forecast for the *HDD zone* for *gas day D* in degrees Celsius; and

$H_{sun(D)}$ = the hours of sun forecast for the *HDD zone* for *gas day D*,

(b) the *EDD* for *gas day D-1* (**"$E_{(D-1)}$"**) is calculated as follows:

$$E_{(D-1)} = \max\left(0, 18 - \left(\frac{T_{max(D-1)} + T_{min(D-1)}}{2}\right) - \left(C_8 \times H_{sun(D-1)}\right)\right)$$

w here:

$E_{(D-1)}$ = the *EDD* for the *HDD zone* for *gas day D-1*;

$T_{max(D-1)}$ = the maximum air temperature for the *HDD zone* for *gas day D-1* in degrees Celsius;

$T_{min(D-1)}$ = the minimum air temperature for the *HDD zone* for *gas day D-1* in degrees Celsius; and

$H_{sun(D-1)}$ = the hours of sun forecast for the *HDD zone* for *gas day D-1*,

(c) the *EDD* for *gas day D-2* (**"$E_{(D-2)}$"**) is calculated as follows:

$$E_{(D-2)} = \max\left(0, 18 - \left(\frac{T_{max(D-2)} + T_{min(D-2)}}{2}\right) - \left(C_8 \times H_{sun(D-2)}\right)\right)$$

w here:

$E_{(D-2)}$ = the *EDD* for the *HDD zone* for *gas day D-2*;

$T_{max(D-2)}$ = the maximum air temperature for the *HDD zone* for *gas day D-2* in degrees Celsius;

$T_{min(D-2)}$ = the minimum air temperature for the *HDD zone* for *gas day D-2* in degrees Celsius; and

$H_{sun(D-2)}$ = the hours of sun forecast for the *HDD zone* for *gas day D-2*, and

(d) the *EDD* for *gas day D-3* (**"$E_{(D-3)}$"**) is calculated as follows:

$$E_{(D-3)} = \max\left(0, 18 - \left(\frac{T_{max(D-3)} + T_{min(D-3)}}{2}\right) - \left(C_8 \times H_{sun(D-3)}\right)\right)$$

w here:

$E_{(D-3)}$ = the *EDD* for the *HDD zone* for *gas day D-3*;

$T_{max(D-3)}$ = the maximum air temperature for the *HDD zone* for *gas day D-3* in degrees Celsius;

$T_{min(D-3)}$ = the minimum air temperature for the *HDD zone* for *gas day D-3* in degrees Celsius; and

$H_{sun(D-3)}$ = the hours of sun forecast for the *HDD zone* for *gas day D-3*.

(e) the **"average temperature"** for the period of 30 *gas days* between *gas day D-30* and *gas day D-1* is calculated as follows:

$$T_{30} = \frac{\sum_{i=d-1}^{d-30}\left(T_{\max i} + T_{\min i}\right)}{60}$$

w here:

T_{30} = the *average temperature* for the *HDD zone* for the period of 30 *gas days* between *gas day D-30* and *gas day D-1* in degrees Celsius;

$T_{\max i}$ = the maximum air temperature for the *HDD zone* in degrees Celsius for *gas day i*;

$T_{\min i}$ = the minimum air temperature for the *HDD zone* in degrees Celsius for a *gas day i*; and

i = a *gas day i* in the range of 30 *gas days* between *gas day D-30* and *gas day D-1*.

(f) the **"total sun hours"** for the period of 7 *gas days* between *gas day D-7* and *gas day D-1* is calculated as follows:

$$SSH_{sun7} = \frac{\sum_{i=d-1}^{d-7} H_{sumi}}{7}$$

w here:

SSH_{sun7} = the *total sun hours* for the *HDD zone* for the period of 7 *gas days* between *gas day D-7* and *gas day D-1*;

$H_{sun\,i}$ = the hours of sun forecast for the *HDD zone* for a *gas day; and*

i = a *gas day i* in the range of 7 *gas days* between *gas day D-7* and *gas day D-1*.

(g) the **"proxy ground temperature"** (**"T_{gnd}"**) for *gas day D* is calculated as follows:

$$T_{gnd} = \frac{\left[C_4 \times \max\left(0, 18 - T_{30}\right)\right] + \left[C_5 \times \left(18 - T_{30}\right)\right]}{\left(C_4 + C_5\right)} + \left(C_6 \times SSH_{sun7}\right)$$

w here:

T_{gnd} = the *proxy ground temperature* for the *HDD zone* for *gas day D* in degrees Celsius;

T_{30} = the *average temperature* for the *HDD zone* for the period of 30 *gas days* between *gas day D-30* and *gas day D-1* in degrees Celsius calculated under clause 177(5)(e); and

SSH_{sun7} = the *total sun hours* for the *HDD zone* for the period of 7 *gas days* between *gas day D-7* and *gas day D-1* calculated under clause 177(5)(f).

(h) the **"actual heating degree day"** (**"HDD_A"**) for *gas day D-1* is calculated as follows:

$$HDD_A = (C_1 \times E_{(D-1)}) + (C_2 \times E_{(D-2)}) + (C_3 \times E_{(D-3)}) + (C_7 \times T_{gnd})$$

where:

HDD_A = the *actual heating degree day* for the *HDD zone* for *gas day D-1*, provided that for each *positive HDD zone*, if that value is less than zero, HDD_A shall be treated as zero;

$E_{(D-1)}$ = the *EDD* for *gas day D-1* calculated under clause 177(5)(b);

$E_{(D-2)}$ = the *EDD* for *gas day D-2* calculated under clause 177(5)(c);

$E_{(D-3)}$ = the *EDD* for *gas day D-3* calculated under clause 177(5)(d); and

T_{gnd} = the *ground temperature* for the *HDD zone* for *gas day D-1* in degrees Celsius calculated under clause 177(5)(g).

(i) the **"forecast EDD"** for *gas day D+1* is calculated as follows:

$$F_{(D+1)} = \max\left(0, 18 - \left(\frac{T_{\max(D+1)} + T_{\min(D+1)}}{2}\right) - (C_8 \times H_{sun(D+1)})\right)$$

where:

$F_{(D+1)}$ = the *forecast EDD* for the *HDD zone* for *gas day D+1* in degrees Celsius;

$T_{\max(D+1)}$ = the maximum air temperature forecast for the *HDD zone* for *gas day D+1* in degrees Celsius;

$T_{\min(D+1)}$ = the minimum air temperature forecast for the *HDD zone* for *gas day D+1* in degrees Celsius; and

$H_{sun(D+1)}$ = the hours of sun forecast for the *HDD zone* for *gas day D+1* at 0900 hours CST on *gas day D*.

(j) the *forecast heating degree day* (**"HDD_F"**) for *gas day D+1* is calculated as follows:

$$HDD_F = (C_1 \times F_{(D+1)}) + (C_2 \times E_{(D)}) + (C_3 \times HDD_A) + (C_7 \times T_{gnd})$$

where:

HDD_F = the *forecast heating degree day* for the *HDD zone* for *gas day D+1*, provided that for each *positive HDD zone*, if that value is less than zero, HDD_F shall be treated as zero;

$F_{(D+1)}$ = the *forecast EDD* for the *HDD zone* for *gas day D+1* in degrees Celsius calculated under clause 177(5)(i);

$E(D)$ = the *EDD* for *gas day D* calculated under clause 177(5)(a);

HDD_A = the *actual heating degree day* for the *HDD zone* for *gas day D-1* calculated under clause 177(5)(h); and

T_{gnd} = the *proxy ground temperature* in degrees Celsius for the *HDD zone* for *gas day D-1* calculated under clause 177(5)(g).

Part 5.2 – User Obligations for non-STTM sub-networks

178. User to procure injections which match user's required withdrawals

Commented [DM176]: New clause 8.2.1

A *user* must ensure that for each *sub-network* for each *gas day* it procures:

(a) **there is no clause 178(a)**

(b) the *injection* into the *sub-network* of an amount of *gas* equal to its good faith estimate as a *reasonable and prudent person* of its likely *user's required withdrawals* for the *sub-network* for the *gas day*.

179. There is no clause 179.

180. Procedures may require negative injection

Commented [DM177]: New Clause 8.2.1

To avoid doubt, clause 178 may require a *user* to procure the *injection* into the *sub-network* of a negative amount of *gas* on a *gas day*.

{Note: Any negative *injection* may be resolved between the *user* and its *related shipper*, between the *shipper* and the *pipeline operator* or by an arrangement with another *user*.}

181. There is no clause 181.

182. Users collectively to keep sub-network pressurised

Commented [DM178]: New clause 8.2.2

(1) Each *user* must ensure that its, and its *related shippers'*, conduct (including conduct within a *gas day*) does not:

(a) jeopardise *gas injections* into the *sub-network* in such a way that the *sub-network's* system pressure is threatened; or

(b) impede a *network operator's* ability to ensure that the system pressure in a *sub-network* is maintained.

(2) Without limiting this clause 182, a *user* must ensure that its intra-day *gas* flows do not:

(a) jeopardise the operation of the *sub-network*; or

(b) cause the obligation to keep the *sub-network* pressurised to fall disproportionately on other parties.

(3) The responsibility on *users* to keep the *sub-network* pressurised, set out in this clause 182, falls on each *user* proportionately to the *user's* aggregate *gas* withdrawals out of the *sub-network* on a *gas day*.

(4) A *user's* obligations under this clause 182 are owed:

(a) to every other *user* who *injects gas* into the *sub-network* on a *gas day*, jointly and severally; and

(b) to the *network operator*.

183. There is no clause 183.

184. There is no clause 184.

184A. AEMO calculates user's monthly interval-meter load

Commented [DM179]: New clause 8.2.3

(1) Within 7 *gas days* after the end of each month, AEMO must *notify* each *user* of its *MILP* for each *sub-network* for the month, calculated under clause 184A(2),

and AEMO must use the *MILP* in its calculations under clause 185 and for each *gas day* after the *gas day* on which the *notice* is given until AEMO *notifies* a new *MILP* for the *user* for the *sub-network* under this clause 184A.

(2) For each *user* for each *sub-network* for each month, AEMO must calculate the *user's* **"monthly interval-meter load percentage"** (**"MILP"**) as follows:

$$MILP = \frac{\sum UIW_{mu}}{\sum_{Allusers} UIW_{m}} \times 100$$

MILP = the *user's monthly interval-meter load percentage* for the *sub-network* for the month;

UIW_{mu} = the *interval-metered withdrawals* for *user u* for *gas day m* calculated under clause 222;

UIW_{m} = for a *user*, the *interval-metered withdrawals* for *gas day m* calculated under clause 222; and

m = a *gas day m* in the month.

185. User provides information to AEMO

Commented [DM180]: New clause 8.2.4

(1) If at any time before or during a *gas day* a *user* becomes aware of a fact which could cause its *interval-metered withdrawals* for a *sub-network* for the *gas day* to depart by greater than **"A"%**, where **"A"** is a variable, from the *user's forecast interval-metered withdrawals* provided by the *user* to AEMO for the *gas day* under clause 202(1)(b), then the *user* must *notify* AEMO of:

(a) the likely departure and all relevant circumstances;

(b) a new *interval-meter demand profile* for the *gas day*; and

(c) a new *user's forecast interval-metered withdrawals* for the *gas day*,

which notification must be made:

(d) if possible, at least 15 hours before the start of the *gas day*; and

(e) otherwise, *immediately*.

(2) The value to be used for the variable **"A"** in clause 185(1) is, if the *user's MILP* calculated under clause 184A is:

(a) 41% or greater, 8;

(b) in the range from 21% to 40%, 15;

(c) in the range from 11% to 20%, 20; and

(d) in the range from 0% to 10%, 30.

(3) If at any time before a *gas day* a *user* becomes aware that its *related shipper's injections* into a *sub-network* is to be adjusted under the *transmission contract*, or that a *pipeline operator* does not plan to *inject* or *repay* (as applicable) *gas* in accordance with the *shipper's* request for *injections* request for *repayment* (as applicable) under its *transmission contract* (for example due to a curtailment), in a manner which will cause a change to the amount of *gas* being *injected* into the *sub-network* on the *user's* behalf, the *user* must *immediately notify* AEMO of the fact and the surrounding circumstances.

186. There is no clause 186.

Part 5.3 – Allocation Instructions for non STTM sub-networks

187. "User's gas injections" defined

Commented [DM181]: New clause 8.3.1

In this Part 5.3, "**user's gas injections**" for a *sub-network* for a *gas day* means:

(a) **there is no clause 187(a)**

(b) as appropriate, either:

(i) before the end of the *gas day*, the *user's daily forecast* calculated under clause 204(3); or

(ii) after the end of the *gas day*, the *user's estimated total withdrawals* calculated under clause 228.

188. User's allocation instruction

Commented [DM182]: New clause 8.3.2

(1) A *user* must give AEMO a valid *allocation instruction* under this Part 5.3:

(a) at least 2 *business days* before the *gas day* on which the *user* first withdraws *gas* from a *sub-network*; and

(b) for each *gas day* on which the *user* is likely to withdraw *gas* from a *sub-network* by 18 hours before the *gas day*.

(2) An *allocation instruction* may be expressed as a standing instruction which applies until a new valid *allocation instruction* is given, and may allocate the *user's gas injections* to *shippers* by:

(a) percentages;

{Example: "20% to shipper A and 80% to shipper B".}

(b) quantities, which must include an allocation of residual quantity; or

{Example: "15 TJ to shipper A, 5 TJ to shipper B and the balance to shipper A".}

(c) by a combination of the options in clauses 188(2)(a) and 188(2)(b).

{Example: "15 TJ to shipper A, and the balance 40% to shipper A and 60% to shipper B".}

(3) An *allocation instruction* must specify for each *gas day* to which it applies how the *user's gas injections* into the *sub-network* are to be allocated between the *shippers injecting gas* into the *sub-network* on the *user's* behalf.

189. Revised allocation instructions

Commented [DM183]: New clause 8.3.3

(1) A *user* may from time to time give AEMO a *revised allocation instruction* for a *gas day*.

(2) Subject to clause 189(3), a *revised allocation instruction* given under clause 189(1) may be given at any time up to 3.5 hours after the end of a *gas day* to which it applies.

(3) A *user* must not give AEMO a *revised allocation instruction* for a *gas day* after the start of the *gas day*:

(a) which, subject to clauses 189(4) and 189(6), purports to allocate a *user's gas injections* into the *sub-network* across *transmission pipelines* in different proportions to the *earlier allocation instruction* in a way which for either *transmission pipeline* would be expected by a *reasonable and prudent person* to result in more than a **"A"%** difference, where **"A"** is a variable, between the amount of *gas* allocated to a *transmission pipeline* at the end of the *gas day* compared with what would have been allocated under the *earlier allocation instruction*; or

(b) which purports to allocate a *user's gas injections* into the *sub-network* across *transmission pipelines* in a manner which would be expected by a *reasonable and prudent person* to result in the allocation to a *transmission pipeline* of less *gas* at the end of the *gas day* than is likely to have already been *injected* into the *sub-network* by *shippers* on the *transmission pipeline* which are *injecting gas* into the *sub-network* on the *user's* behalf at the likely *process time* of the purported *revised allocation instruction* by AEMO.

(4) The value to be used for the variable in clause 189(3)(a) is 10.

(5) **There is no clause 189(5).**

(6) A *revised allocation instruction* provided by a *user* to AEMO is not subject to the limitation in clause 189(3)(a) if the *revised allocation instruction* is provided by the *user* in extraordinary circumstances as a *reasonable and prudent person* in an attempt to maximise its compliance with clauses 178 and 182.

{Note: The objective of clause 189(6) is to ensure that clause 189(3)(a) does not prevent a *user* from taking action which is for the

overall benefit of the *sub-network* as a whole in extraordinary circumstances. For example, a *user* should be able to ensure that an adequate amount of *gas* is supplied into a *sub-network* from an alternative *transmission pipeline* where the capacity of its original *transmission pipeline* for *injecting gas* into the *sub-network* is restricted because of sudden equipment failure or physical constraints within the *sub-network*.}

190. There is no clause 190.

191. Validity of allocation instruction

Commented [DM184]: New clause 8.3.4

(1) Subject to this Part 5.3, a *user's allocation instruction* will be valid for a *gas day* if:

(a) the allocations in the *allocation instruction* are capable of being applied to allocate all the *user's gas injections* (whatever they are on the *gas day*) to a *shipper*; and

(b) each *shipper* listed in the *allocation instruction* is listed in the *shipper register* for the *user* for the *sub-network* for the *gas day*.

(2) AEMO must assess each *allocation instruction* it receives from a *user*, for each *gas day* to which the *allocation instruction* is stated to apply, against the criteria in clause 191(1), as soon as practicable:

(a) after it receives the *allocation instruction*;

(b) after the *shipper register* for the *user* for the *sub-network* is updated under clause 173(5), or after a *shipper* is removed from the *shipper register* in respect of a *gate point* for the *sub-network* under clause 173(10); and

(c) after it has determined the *user's estimated total withdrawals* for the *gas day* under clause 228(1).

192. If allocation instruction is invalid

Commented [DM185]: New clause 8.3.5

(1) If AEMO determines that a *user's allocation instruction* is not valid, AEMO must *immediately* advise the *user* that its *allocation instruction* is not valid and the reason why, in order that the *user* can, if permitted under this Part 5.3, submit a *revised allocation instruction*.

(2) If a *user* has not provided an *allocation instruction* to AEMO that is valid under this Part 5.3, then AEMO must use the appropriate alternative method under this clause 192(2) for allocating the *user's gas injections* across *shippers* for the *gas day*, *immediately* notify the *user* which method was used and of the result of using that method and as soon as practicable, and *notify* (**"clause 192(2) notice"**) each *shipper* to which AEMO allocated some or all of the *user's gas injections* that AEMO was required under this clause 192(2) to allocate *gas* to the *shipper*, of the amount of *gas* allocated to the *shipper* and of the name of the *user*:

(a) if possible, AEMO must use the *user's* most recent *allocation instruction* for the *sub-network* that is valid for the *gas day* determined using the *like day substitution methodology*; and

(b) if there is no such *allocation instruction*, AEMO must use the *user's* most recent *allocation instruction* for the *sub-network* that is valid for the *gas day* from any previous *gas day*; and

(c) if there is no such *allocation instruction*, AEMO must apportion the *user's gas injections* for the *gas day* across all of the *shippers* listed in the *shipper register* for the *user* for the *sub-network* in equal amounts; and

(d) if there are no *shippers* listed in the *shipper register* for the *user* for the *sub-network*, then AEMO must determine the most recent *gas day* for which there was at least one *shipper* listed in the *shipper register* for the *user* for the *sub-network*, and allocate the *user's gas injections* for the *gas day* across all of the *shippers* listed in the *shipper register* for the *user* for the *sub-network* on that *gas day* in equal amounts.

{Note: If an allocation under any of clauses 192(2)(a) to 192(2)(d) results in a *shipper* being allocated to supply, or to have supplied, *gas* to a user in circumstances where the *shipper* has no other contractual relationship with the *user* to enable it to charge for the supply, then the fallback *user*-shipper agreement under clause 193A will fill the gap.}

(3) If AEMO has been required to allocate a *user's gas injections* for a *gas day* for a *sub-network* using the method set out in clause 192(2)(d), then AEMO must *immediately notify* the *network operator* that AEMO was required under clause 192(2)(d) to allocate the *user's gas injections* for the *sub-network* to *shippers* which are not listed in the *shipper register* for the *user* for the *sub-network*.

193. User warranties

Commented [DM186]: New clause 8.3.6

(1) By providing an *allocation instruction* under this Part 5.3, a *user* warrants and represents to AEMO that:

(a) each of the *shippers* set out in the *allocation instruction* agrees to, and has sufficient contractual entitlements to, *inject gas* on the *user's* behalf in accordance with the *allocation instruction* on any *gas day* to which the *allocation instruction* applies; and

(b) the *user* is party to a *haulage contract* for the *sub-network* in respect of which the *allocation instruction* applies.

{Note: Under clause 376A(2), a breach of this warranty will expose the *user* to liability for more than just direct damage.}

(2) A *user* makes the warranties in clause 193(1) anew on the *gas day* before any *gas day* on which the *allocation instruction* will apply.

193A. Fallback user-shipper agreement

Commented [DM187]: Not carried over to new version.

(1) If a *shipper* gives AEMO a *listing request* under clause 173(2)(a) in respect of a *user* and a *sub-network*, then:

(a) by giving AEMO the *listing request*, the *shipper* is deemed to make an irrevocable offer to the *user* to enter into a fallback *user-shipper* agreement in the form set out in Appendix 9 for the *sub-network*; and

(b) on the first subsequent occasion on which the *user* gives AEMO an *allocation instruction* in respect of the *sub-network* under this Part 5.3 which lists the *shipper*, the *user* by giving that *allocation instruction* is deemed to have irrevocably accepted the offer in clause 193A(1)(a), and the *user* and the *shipper* become parties to the fallback *user-shipper* agreement.

(2) The *user* named in a *deemed contract* under a fallback *user-shipper agreement* must in accordance with the applicable fallback *user-shipper* agreement pay to the *shipper* which is a party to the *deemed contract* all amounts which are payable under the *deemed contract*.

{Note: The effect of this clause 193A(2) is to make a non-payment by the *user* a breach of these *Procedures*, as well as a breach of the fallback *user-shipper* agreement and the *deemed contract*. }

Part 5.4 – Before the Start of the Gas Day

Division 5.4.1 – There is no Division 5.4.1

194. There is no clause 194.

195. There is no clause 195.

196. There is no clause 196.

197. There is no clause 197.

198. There is no clause 198

199. There is no clause 199.

200. There is no clause 200.

Division 5.4.2 – Before the Start of the Gas Day

201. Forecast of unaccounted for gas

Commented [DM188]: New clause 8.4.1

(1) For each *sub-network* for each *gas day*, at least 18 hours before the start of the *gas day*, the *network operator* must advise AEMO of its forecast of *UAFG* (**"FUAFG"**), the name of each *user* who is a supplier of *UAFG* for the *sub-network* and the quantity of the *UAFG* forecast to be supplied by each supplier.

(2) The *network operator's* forecast of *UAFG* under clause 201(1) must take into account historical levels of *UAFG*.

202. User provides interval-meter information to AEMO

Commented [DM189]: New clause 8.4.3

(1) For each *sub-network* for each *gas day*, at least 18 hours before the start of the *gas day*, each *user* must provide to AEMO its:

(a) *interval-meter demand profile* for the *gas day*; and

(b) *forecast interval-metered withdrawals* for the *gas day*.

(2) If, for a *gas day* for a *sub-network*, a *user* does not provide an *interval-meter demand profile* or its *forecast interval-metered withdrawals* to AEMO by the time specified in clause 202(1), AEMO must determine, and use in its calculations under this CHAPTER 5, a substitute value using the *like day substitution methodology*.

203. Network operator provides basic-metered delivery point information

Commented [DM190]: New clause 8.4.2

For each *basic-metered delivery point* in a *sub-network*, from time to time and at least once per calendar year, the *network operator* must calculate by linear regression of *historical meter reading data* the:

(a) *non-temperature-sensitive base load*; and

(b) *temperature sensitivity heating rate*,

and advise AEMO of the data calculated under this clause 203 in accordance with clause 27(1)(b).

204. AEMO produces user profiled forecast

Commented [DM191]: New clause 8.4.4

(1) For each *user* for each *sub-network* for each *gas day*, AEMO must perform the following steps:

(a) first, calculate the *user's forecast basic-metered withdrawals* (**"UFBW"**) as follows:

$$UFBW = \sum BL + \sum \left(HR \times HDD_F \right)$$

w here:

UFBW = the *user's forecast basic-metered withdrawals* for the *sub-network* for the *gas day*;

BL = the *non-temperature-sensitive base load* for each of the *user's basic-metered delivery points* provided to AEMO under clause 66(f) or clause 203;

HR = the *temperature sensitivity heating rate* for each of the *user's basic-metered delivery points* provided to AEMO under clause 66(f) or clause 203; and

HDD_F = the *forecast heating degree day* for the *HDD zone* for the *sub-network* for the *gas day* calculated under clause 177,

(b) next, calculate the **"user's (basic-meter) profiled forecast"** as follows:

$$UBPF = DP \times [UFBW]$$

w here:

UBPF = the *user's (basic-meter) profiled forecast* for the *sub-network* for the *gas day*;

DP = the *profile* for the *heating degree day* for the *sub-network* for the *gas day* determined in accordance w ith clause 209; and

UFBW = the *user's forecast basic-metered withdrawals* for the *sub-network* for the *gas day* calculated under clause 204(1)(a),

(c) then, take the *user's forecast interval-metered withdrawals* for the *gas day* provided under clause 202 (**"UFIW"**); and

(d) apply the *interval-meter demand profile* provided by the *user* under clause 202 to the UFIW provided under clause 202 to calculate the **"user's (interval-meter) profiled forecast"**.

(2) For each *user* for each *sub-network*, AEMO must calculate the **"user's profiled forecast"** for the *gas day*, by summing for each hour in the *gas day* the component for the hour of the following:

$$UPF = UBPF + UIPF + UAFGPF$$

w here:

UPF = the *user's profiled forecast* for the *sub-network* for the *gas day*;

UBPF = the *user's (basic-meter) profiled forecast* for the *sub-network* for the *gas day* calculated under clause 204(1)(b);

UIPF = the *user's (interval-meter) profiled forecast* for the *sub-network* for the *gas day* calculated under clause 204(1)(d); and

UAFGPF = the *user's unaccounted for gas profiled forecast* for the *gas day*, calculated by applying a flat 24 hour profile to any quantity of unaccounted for *gas* to be provided by the *user* on the *gas day* as notified under clause 201(1).

(3) For each *user* for each *sub-network* for each *gas day*, AEMO must calculate the **"user's daily forecast"** by summing the component for each hour of the *user's profiled forecast* for the *gas day* calculated under clause 204(2).

(4) For each *user* for each *sub-network* for each *gas day*, AEMO must at least 17 hours before the start of the *gas day* provide to the *user*:

(a) the UPF, UBPF, UIPF and UAFGPF referred to in clause 204(2); and

(b) the *heating degree day* for the *HDD zone* for the *sub-network* for the *gas day* used in the calculation under clause 204(1)(a).

205. AEMO publishes sub-network profiled forecast

Commented [DM192]: New clause 8.4.5

(1) For each *sub-network* for each *gas day*, AEMO must:

(a) first, calculate the **"sub-network (basic-meter) profiled forecast"** for the *sub-network* for the *gas day* as follows:

$$NBPF = DP \times \left[\sum UFBW\right]$$

w here:

NBPF = the *sub-network basic-meter profiled forecast* for the *gas day* for the *sub-network*;

DP = the *profile* for the *heating degree day* for the *HDD zone* for the *sub-network* for the *gas day* determined under clause 209; and

UFBW = the *user's forecast basic-metered withdrawals* for the *sub-network* for the *gas day* calculated under clause 204(1)(a), and

(b) then, for each hour, the component for the hour of the **"sub-network (interval-meter) profiled forecast"** is calculated by summing the component for the hour of the *user's (interval-meter) profiled forecast* calculated under clause 204(1)(d) for each *user* in the *sub-network* for the *gas day*.

(2) For each hour, the component for the hour of the **"sub-network profiled forecast"** is calculated by summing the component for the hour of:

(a) the *sub-network (basic-meter) profiled forecast* for the *gas day* calculated under clause 205(1)(a); and

(b) the *sub-network (interval-meter) profiled forecast* for the *gas day* calculated under clause 205(1)(b); and

(c) the *sub-network unaccounted for gas profiled forecast* for the *gas day,* calculated by applying a flat 24 hour profile to the forecast of *unaccounted for gas* for the *sub-network* for the *gas day* notified under clause 201(1).

(3) At least 17 hours before the start of the *gas day*, for each *sub-network* AEMO must publish to *users* in the *sub-network* and their *related shippers* and *pipeline operators* the *sub-network profiled forecast*.

206. AEMO produces shipper profiled forecasts for non-STTM sub-networks

Commented [DM193]: New clause 8.4.6

(1) For each *shipper* for each *sub-network* for each *gas day*, AEMO must produce a **"shipper profiled forecast"** for the *gas day* by:

(a) first, for each *user* in the *sub-network*, calculating the **"allocation instruction percentage"** for each *shipper* named in the *user's allocation instruction* for the *gas day*, which:

(i) if the *user's allocation instruction* is expressed solely in terms of percentages — is the same as the percentage allocated to the *shipper* in the *allocation instruction*; and

(ii) otherwise — is calculated as follows:

$$AIP = \frac{SQ}{(UDF)}$$

where:

AIP = the *user's allocation instruction percentage* for the *shipper* for the *sub-network* for the *gas day*; and

UDF = the *user's daily forecast* for the *sub-network* for the *gas day* calculated under clause 204(3); and

(b) next, taking each *user's profiled forecast* for the *gas day* calculated under clause 204 and, for each hour, allocating it across *shippers*:

(i) **there is no clause 206(b)(i)**;

(ii) for the remainder of the *user's profiled forecast* – in accordance with the *user's allocation instruction percentage* for the *gas day*,

and

(c) for each *shipper*, summing for each hour all amounts allocated to the *shipper*.

(2) At least 17 hours before the start of the *gas day*, AEMO must provide each *shipper's shipper profiled forecast* to the *shipper* and to the appropriate *pipeline operator*.

207. AEMO produces pipeline profiled forecasts (for non-STTM sub-networks)

Commented [DM194]: New clause 8.4.7

At least 17 hours before the start of the *gas day*, for each *transmission pipeline* for each *sub-network*, AEMO must calculate and provide to the *pipeline operator*, the **"pipeline profiled forecast"** which is equal to the sum, for each hour, of the component for the hour of each *shipper* on the *pipeline's shippers profiled forecasts* for the *gas day*.

{Note: The *market responsive flow control pipeline* is unable to measure and control *gas injections* at flow rates below 400GJ per hour and *shippers* do not know the hourly nominations of other *shippers* on this *transmission pipeline*. As a result, a *shipper* is unable to procure the *injection* of less than 400GJ of *gas* in any hour. The *transmission pipeline profiled forecast* published by AEMO is therefore unlikely to reflect the actual profile of *injections* from the *market responsive flow control pipeline* on a day.}

208. Users to procure injections from market responsive flow control pipeline that match as closely as possible the user's profiled forecast (MRFC pipelines only) for non-STTM sub-networks

Commented [DM195]: New clause 8.4.8

(1) For each *sub-network* for each *gas day*, each *user* must procure its *related shippers* in the *market responsive flow control pipeline* to procure the *market responsive flow control pipeline operator* to *inject gas* into the *sub-network* so that:

(a) the *injection* for each hour matches the *user's* best estimate, as a *reasonable and prudent person*, of the share of its likely *user's required withdrawals* for the *sub-network* applicable to that hour; and

(b) the sum of the hourly *injections* across the *gas day* equals the *user's* best estimate, as a *reasonable and prudent person*, of the share of its likely *user's required withdrawals* for the *sub-network* for that *gas day* that the *user* intends to procure from that *shipper*,

provided that nothing in this clause 208(1) requires the *user* to procure a *related shipper* to procure the *market responsive flow control pipeline operator* to *inject gas* at a flow rate less than 400GJ per hour in any hour.

{Note: The *market responsive flow control pipeline* is unable to measure and control *gas injections* flow rates below 400GJ per hour and each *shipper* does not know the hourly nominations of the other

shippers on this *transmission pipeline*. As a result, a *shipper* is unable to procure the *injection* of less than 400GJ of *gas* in any hour.

Where a *user* believes that the share of its likely *user's required withdrawals* applicable to an hour is such that its related *shipper* would be required to procure the *market responsive flow control pipeline* to *inject* less than 400GJ of *gas* in an hour, the *user* may procure its *related shipper* to procure the *market responsive flow control pipeline* to *inject* the *gas* for that hour during a different hour of the *gas day*.}

209. AEMO determines profiles

Commented [DM196]: New clause 8.4.9

(1) AEMO may determine from time to time, as a *reasonable and prudent person*, the *profiles* to be used in this Division 5.4.2.

(2) AEMO must, from time to time, publish guidelines which set out:

(a) the principles on which the *profiles* referred to in clause 209(1) are based; and

(b) the principles which AEMO applies in the selection of a *profile* for a *gas day*; and

(c) AEMO's policy on the retention and management of the *profiles* referred to in clause 209(1) in a *profile* library.

Part 5.5– During the Gas Day

Division 5.5.1 – There is no Division 5.5.1

210. There is no clause 210.

211. There is no clause 211.

212. There is no clause 212.

Division 5.5.2 – There is no Division 5.5.2

213. There is no Clause 213

214. There is no Clause 214

215. There is no Clause 215

216. There is no Clause 216

(1) There is no Clause 216(1)

(a) There is no Clause 216(1)(a)

217. There is no Clause 217

Division 5.5.3 – During the gas day

217A. Pressure control pipeline to provide instantaneous flow signals

Commented [DM197]: New clause 8.5.1

(1) In this clause 217A **"instantaneous flow rate"** at a *gate point* means a flow rate measured over the shortest period of time over which the metering equipment at the *gate point* is capable of measuring a flow rate.

(2) The *pipeline operator* of a *transmission pipeline* that is operating as a pressure controlled *transmission pipeline* for a *sub-network* with two *transmission pipelines* connected to it, must under this clause 217A, if requested by the *pipeline operator* of the other *transmission pipeline*, provide to the *pipeline operator* any one or more of the following data signals (each a **"flow signal"**) communicating the *instantaneous flow rate*:

(a) at the *gate point* connecting the pressure control *transmission pipeline* to the *sub-network*; and

(b) if there is more than one physical interconnection between the pressure control *transmission pipeline* and the *sub-network* — at each physical interconnection.

{Note: The physical interconnection referred to in clause 217A(2)(b) is usually referred to as a "*physical gate point*", whereas the *gate point* referred to in clause 217A(2)(a) and elsewhere in these *Procedures* is called a "notional gate point".}

{Example: If there are three *physical gate points* comprising the *gate point*, then the *pipeline operator* must, if requested, make available a maximum of 4 *flow signals*, one for the *gate point* and one each for the 3 *physical gate points*.}

(3) A *pipeline operator* complies with clause 217A(2) if, acting as a *reasonable and prudent person*, it provides the *flow signal*:

(a) in the form of a galvanically isolated 4-20 milliamp current loop or in such other form as the parties as *reasonable and prudent persons* may agree; and

(b) at a location which provides the other *pipeline operator* with a secure location to install equipment to receive and transmit the *flow signal*, together with a power supply for the equipment and reasonable rights of access for the other *pipeline operator* from time to time to operate and *maintain* the equipment.

(4) The *pipeline operator* of a pressure controlled *transmission pipeline* is not obliged to provide a *flow signal* until it has reached agreement with the other *pipeline operator* about the recovery of its *costs* of complying with this clause 217A, according to the following principles:

(a) the *pipeline operator* of the pressure control *transmission pipeline* is entitled to recover all its *costs* as a *reasonable and prudent person* of providing the *flow signal*, in a manner consistent with the National Gas Law;

(b) there is to be no double-recovery of *costs* under this clause 217A and under any *applicable access arrangement* or agreement.

(5) Clause 217A does not apply in respect of a *flow signal* being provided in a form and at a location for a *sub-network* if on 10 November 2003 the *flow signal* was being provided by the *pipeline operator* of the pressure controlled *transmission pipeline* in the form and at the location for the *sub-network* to the *pipeline operator* of the other *transmission pipeline* connected to the *sub-network*.

Part 5.6 – Allocation

218. The period for calculations

Commented [DM198]: New clause 8.6.1

(1) Except where a clause states to the contrary, for each *gas day D* AEMO must perform each calculation it is required to perform under this Part 5.6 for each *historical gas day i* in the *settlement period*.

(2) Except where a clause states to the contrary, AEMO must use the value it has most recently received and recorded, or generated and recorded, in the *AEMO information system* under these *Procedures*:

(a) for each input into each calculation AEMO is required to perform under this Part 5.6; and

(b) for each notification that AEMO is required to provide to a person under this CHAPTER 5.

(3) For the purposes of clause 218(1):
"settlement period" for *gas day D* means the period of 425 *gas days* between 426 *gas days* before *gas day D* and one *gas day* before *gas day D*; and

"historical gas day i" for *gas day D* means a *gas day* in the *settlement period* for *gas day D*.

(4) **There is no clause 218(4).**

219. There is no clause 219.

220. Pipeline injections

Commented [DM199]: New clause 8.6.2

(1) For each *gate point*, the **"pipeline injections"** for each *gas day D* are:

(a) for the Adelaide *sub-network* (2101), the latest version available of *pipeline injections* as provided by the STTM systems and for all other non-STTM sub-networks, the *gate point* energy quantity for the *gate point* provided to AEMO by the *network operator* under clause 152; and

(b) for instances where the *pipeline injections* for the Adelaide *sub-network* (2101) are not yet available from the STTM systems, then *pipeline injections* for the Adelaide *sub-network* will be based upon the *gate point* energy quantity for the *gate point* provided to AEMO by the *network operator* under clause 152.

(2) For each *gate point* for each *gas day*, AEMO must calculate the **"pipeline corrected injections"** for each *gas day* as follows:

$$PCI = PI$$

where:

PCI = the *pipeline corrected injections* for the *gate point* for the *gas day*;

PI = the latest version available of *pipeline injections* for the *gate point* under clause 220(1).

(3) For each *gate point* in the range of *gas day D-1* to *gas day D-425*, AEMO must notify each *user*, the *network operator* and the *pipeline operator* of the *pipeline corrected injections* for *gas day D* used in the calculations under clause 220(2).

221. Total corrected injections

Commented [DM200]: New clause 8.6.3

For each *sub-network*, AEMO must calculate the **"total corrected injections"** for *gas day D* as follows:

$$TCI = \sum PCI$$

w here:

TCI = the *total corrected injections* for the *sub-network* for *gas day D*;

PCI = the latest version available of *pipeline corrected injections* for each *gate point* for *gas day D* calculated under clause 220(2);

222. User's interval-metered withdrawals

Commented [DM201]: New clause 8.6.4

For each *user* for each *sub-network*, AEMO must calculate the "**user's interval-metered withdrawals" ("UIW")** for *gas day D* as follows:

$$UIW = \sum IW$$

w here:

UIW = the *user's interval-metered withdrawals* for the *sub-network* for *gas day D*; and

IW = the latest version available of *interval-metered withdrawals* for each of the *user's interval-metered delivery points* in the *sub-network* for *gas day D* provided to AEMO under clause 158(1)(b).

223. Net system load

Commented [DM202]: New clause 8.6.5

(1) For each *sub-network* for each *gas day D*, AEMO must calculate the *net system load* for each *historical gas day i* as follows:

$$NSL = TCI - \sum UIW - EUAFG$$

w here:

NSL = the *net system load* for the *sub-network* for *historical gas day i* for *gas day D*;

TCI = the latest version available of *total corrected injections* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 221;

UIW = the latest version available of *interval-metered withdrawals* for *historical gas day i* for *gas day D* for each *user* in the *sub-network* calculated under clause 222; and

EUAFG = the estimate of unaccounted for *gas* for the *sub-network* for *historical gas day i* for *gas day D notified* under clause 229(1), as applicable.

{Note: The *EUAFG* may be a negative number.}

(2) If AEMO's calculation of *net system load* for any *historical gas day i* for *gas day D* under clause 223(1) produces a negative number or AEMO does not receive

an estimate of unaccounted for *gas* for the *sub-network* for *gas day D* under clause 229(1), AEMO must:

(a) instead of calculating *net system load* as set out in clause 223(1), determine the *net system load* for the *gas day* using the *like day substitution methodology*; and

(b) calculate a **"revised estimate of unaccounted for gas"** to use in its calculations under this clause 223(2) as follows:

$$RUAFG = TCI - \sum UIW - NSL$$

where:

RUAFG = the *revised estimate of unaccounted for gas* for the *sub-network* for *gas day D*;

TCI = the latest version available of *total corrected injections* for the *sub-network* for *gas day D* calculated under clause 221;

UIW = the latest version available of *interval-metered withdrawals* for the *sub-network* for *gas day D* for each *user* in the *sub-network* calculated under clause 222; and

NSL = the latest version available of *net system load* for the *sub-network* calculated under clause 223(2)(a) for *gas day D*,

and

(c) for each *user notified* to AEMO as a supplier of *UAFG* for the *sub-network* under clause 229(1) for the most recent *gas day* for which no *revised estimate of unaccounted for gas* was required to be calculated under this clause 223(2) (**"last valid day"**), calculate, and within 4.5 hours after the end of the *gas day* advise the *user* and the *network operator* of, the **"revised user's unaccounted for gas"** as follows:

$$RUUAFG_u = \frac{UUAFG_u}{\sum_{All users} UUAFG} \times RUAFG$$

where:

$RUUAFG_u$ = the *revised user's unaccounted for gas* for the *user u* for the *sub-network* for *gas day D*;

$UUAFG_u$ = *UUAFG* for the *user u*;

UUAFG = for a *user,* the quantity of the *UAFG* estimated to be supplied by the *user notified* under clause 229(1) for *gas day D*; and

RUAFG = the *revised unaccounted for gas* for the *sub-network* for *gas day D* calculated under clause 223(2)(b).

Provided that, if:

$$\sum_{All\ users} UUAFG_u = \text{zero}$$

then AEMO must calculate the **"revised user's unaccounted for gas"** for each *user* using the values for $UUAFG_U$ and $\sum_{All\ users} UUAFG_u$ from the previous *gas day* on which $\sum_{All\ users} UUAFG_u$ was not equal to zero.

(3) If a value for *revised user's unaccounted for gas* is calculated under clause 223(2)(c), that value is thereafter to be used in this CHAPTER 5 in place of the corresponding *user's unaccounted for gas* value before the revision.

(4) For each *sub-network* in the range of *gas day D-1* to *gas day D-425*, AEMO must notify each *user* and the *network operator* of the *net system load* for *gas day D* and for each *historical gas day i* as calculated under clause 223(1).

224. Raw estimate of basic-metered delivery points withdrawals

Commented [DM203]: New clause 8.6.6

For each *basic-metered delivery point* for each *sub-network*, AEMO must calculate a raw *estimated basic-metered withdrawal* for *gas day D* as follows:

(a) **there is no clause 224(a)**

(b)

$$REBW = BL + (HR \times HDD_A)$$

where:

REBW = the raw *estimated basic-metered withdrawal* for the *basic-metered delivery point* for *gas day D*;

BL = the *non-temperature-sensitive base load* for the *basic-metered delivery point* provided to AEMO under clause 66(f) or clause 203;

HR = the *temperature sensitivity heating rate* for the *basic-metered delivery point* provided to AEMO under clause 66(f) or clause 203; and

HDD_A = the *actual heating degree day* for the *HDD zone* for the *sub-network* for *gas day D* calculated under clause 177.

225. Normalisation factor for estimate of basic-metered delivery points withdrawals

Commented [DM204]: New clause 8.6.7

(1) For each *sub-network* for each *gas day D*, AEMO must calculate a **"normalisation factor"** for the *basic-metered delivery points* in the *sub-network* for each *historical day i* as follows:

$$NF = \frac{NSL}{\sum REBW}$$

where:

NF = the *normalisation factor* for the *basic-metered delivery points* in the *sub-network* for *historical gas day i* for *gas day D*;

NSL = the *net system load* for the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 223; and

REBW = the raw *estimated basic-metered withdrawal* for each *basic-metered delivery point* in the *sub-network* for *historical gas day i* for *gas day D* calculated under clause 224.

(2) For each *sub-network* in the range of *gas day D-1* to *gas day D-425*, AEMO must notify each *user* and the *network operator* of the *normalisation factor* for each of the *basic-metered delivery points* in the *sub-network* as calculated under clause 225(1).

226. Estimated basic-metered withdrawal for each basic-metered delivery point

Commented [DM205]: New clause 8.6.8

(1) For each *basic-metered delivery point* for each *sub-network,* AEMO must calculate the **"estimated basic-metered withdrawal"** for *gas day D* as follows:

$$EBW = REBW \times NF$$

where:

EBW = the *estimated basic-metered withdrawal* for the *basic metered delivery point* for *gas day D*;

NF = the *normalisation factor* for *basic-metered delivery points* in the *sub-network* for *gas day D* calculated under clause 225; and

REBW = the raw *estimated basic-metered withdrawal* for the *basic-metered delivery point* for *gas day D* calculated under clause 224.

(2) For each *basic-metered delivery point* for each *sub-network*, in the range of *gas day D-1* to *gas day D-425*, AEMO must notify each *user* and the *network*

operator of the *estimated basic-metered withdrawals* for each *basic-metered delivery point* as calculated under clause 226(1).

227. User's estimated basic-metered withdrawals

Commented [DM206]: New clause 8.6.9

For each *user* for each *sub-network*, AEMO must calculate the **"user's estimated basic-metered withdrawals"** (**"UEBW"**) for *gas day D* as follows:

$$UEBW = \sum EBW$$

where:

UEBW = the *user's estimated basic-metered withdrawals* for the *sub-network* for *gas day D*; and

EBW = the *estimated basic-metered withdrawal* for each of the *user's basic metered delivery points* for the *sub-network* for *gas day D* calculated under clause 226

227A. Distributed actual basic-metered withdrawals

Commented [DM207]: New clause 8.6.10

(1) For each *basic-metered delivery point* for each *gas day D* on which AEMO receives a *meter reading* from which an *actual value* is calculated (**"latest read"**) for the *basic-metered delivery point*, AEMO must determine the **"distributed actual basic-metered withdrawals"** (**"DABW"**) for each *gas day* in the *metering period* (including the *gas day* of the *latest read*) as follows:

(a) first, calculate the **"Net System Load Factor" ("NSL")** for each gas day *i* as follows:

$$NSLF_i = \frac{NSL_i}{\sum NSL}$$

NSLFi = the *net system load factor* for the *sub-network* for *gas day i;*

NSLi = the *net system load* for the *sub-network* for *gas day i* calculated under clause 223; and

NSL = the *net system load* for the *sub-network* for each *gas day* in the *metering period* calculated under clause 223.

(b) then calculate the "**distributed actual basic-metered withdrawal" ("DABW")** for the basic-metered delivery point for gas day *i* as follows:

$$DABW_i = NSLF_i \times AQ$$

where:

$DABW_i$ = the *distributed basic-metered withdrawal* for the *basic-metered delivery point* for *gas day i;*

NSLFi = the *net system load factor* for the *sub-network* for *gas day i; and*

AQ = energy quantity of gas shown by the latest read as being withdrawn at the *basic-metered delivery point* during the *metering period.*

(2) For each *basic-metered delivery point* for each *gas day D* on which AEMO calculates a *net system load* (**"revised net system load"**) under clause 223 for a *historical gas day i* that is different to the *net system load* calculated for the *historical gas day i* on *gas day D-1* under clause 223 (**"original net system load"**), AEMO must, in accordance with clause 227A(1)(b), recalculate the **"distributed actual basic-metered withdrawals"** (**"DABW"**) for each *gas day* in the *metering period* in which the *historical gas day i* falls, using the *revised net system load* in place of the *original net system load*.

227B. User's distributed basic-metered withdrawals

Commented [DM208]: New clause 8.6.11

(1) For each user for each sub-network for each gas day D, AEMO must calculate the **"user's distributed basic-meter withdrawal" ("UDBW")** for each historical gas day i as follows:

$$UDBW = \sum DABW + \sum EBW$$

where:

UDBW = the *user's distributed basic-metered withdrawals* for the *sub-network* for *gas day D;*

DABW = the sum of *distributed actual basic-metered withdrawals* for each of the *user's basic metered delivery points* for which there is a *meter reading* available for the *sub-network* for *gas day D* calculated under clause 227A; and

EBW = the sum of *estimated basic meter withdrawals* for each of the *user's basic-metered delivery points* for which there is no *meter reading* available for the *sub-network* for *gas day D* calculated under clause 226.

(3) For each *user* for each *sub-network* in the range of *gas day D-1* to *gas day D-425*, AEMO must notify each *user* and the *network operator* of the *user's distributed basic-metered withdrawals* for each *basic-metered delivery point* for *gas day D* as calculated under clause 227B(1).

227C. User's actual unaccounted for gas

Commented [DM209]: New clause 8.6.12

(1) For each *user* for each *sub-network* AEMO must determine for each *historical gas day* i the *user's actual unaccounted for gas* **("UAUAFG")** for *gas day D* as follows:

$$UAUAFG = \frac{UUAFG}{EUAFG} * UAFG$$

where:

UAUAFG = *user's actual unaccounted for gas* for *gas day D;*

UUAFG = the amount of *UAFG* supplied by the *user* for *gas day D* which was notified under clause 229*;*

EUAFG = *estimate of unaccounted for gas* calculated under clause 223; and

UAFG = *actual unaccounted for gas* calculated under clause 230 for *gas day D*

(2) For each *user* for each *sub-network* in the range of *gas day D-1* to *gas day D-425*, AEMO must notify each *user* and the *network operator* of the *user's actual unaccounted for gas* for each *historical gas day i* as calculated under clause 227C(1).

228. User's estimated total withdrawals

Commented [DM210]: New clause 8.6.13

(1) For each *user* for each *sub-network* AEMO must determine the *user's estimated total withdrawals* for *gas day D* as follows:

$$UETW = UIW + UDBW + UAUAFG$$

where:

UETW = the *user's estimated total withdrawals* for the *sub-network* for *gas day D*;

UIW = the *user's interval-metered withdrawals* for *gas day D* calculated under clause 222;

UDBW = the *user's distributed basic-metered withdrawals* for *gas day D* calculated under clause 227B; and

UAUAFG = the *user's actual unaccounted for gas* for *gas day D notified* under clause 227C;

(2) For each *user* for each *sub-network*, within 5 hours after the end of *gas day D*, AEMO must *notify* the *user* and the relevant *network operator* of the *user's estimated total withdrawals* for *gas day D* calculated under clause 228(1) and the amount of each component of the *user's estimated total withdrawals*.

(3) For each *user* for each *sub-network* for each *gas day D*, within 4 hours after the end of *gas day D*, AEMO must notify the *user* of the *interval-metered withdrawals* for each of the *user's interval-metered delivery points* in the *sub-network* provided to AEMO on each *gas day* in the period between *gas day D* and *gas day D-6* under clause 158(1)(b); and

(4) For each *user* for each *sub-network,* in the range of *gas day D-1* to *gas day D-425,* AEMO must recalculate the *user's estimated total withdrawals* where there has been an update to the meter values.

229. Estimate of unaccounted for gas

Commented [DM211]: New clause 8.6.14

(1) For each *sub-network* for each *gas day*, within 3.5 hours after the end of the *gas day*, the *network operator* must advise AEMO of its estimate of *UAFG* (which may later be revised under clause 223(2)) (**"EUAFG"**), the name of each *user* who is a supplier of *UAFG* for the *sub-network* and the quantity of the *UAFG* estimated to be supplied by each supplier.

(2) The amount of *UAFG* supplied on a *gas day* by a *user* which was notified under clause 229(1) is the *user's UAFG* (**"UUAFG"**) for the *gas day*.

(3) The *network operator's* estimate of *UAFG* under clause 229(1) must:

(a) take into account historical levels of *UAFG*; and

(b) be a number that results in the *net system load* calculated by AEMO under clause 223(1) being zero or a positive number.

230. AEMO calculates actual UAFG

Commented [DM212]: New clause 8.6.15

(1) For each *sub-network* for each *gas day D*, AEMO must calculate the **"actual UAFG"** for *gas day D-1* through *D-425* inclusive (each of which is a **"historical UAFG day"**) as follows:

$$UAFG = \sum PI - \sum UIW - \sum UBW$$

where:

UAFG = the latest version available of *actual UAFG* for the *sub-network* for *gas day D* for the *historical UAFG day*;

PI = the latest version available of *pipeline injections* for the *gate point* provided to AEMO under clause 220(1);

UIW = the *user's interval-metered withdrawals* for each *user* for the *sub-network* for the *historical UAFG day* calculated under clause 222; and

UBW = the "**user's basic-metered withdrawals"** for each *user* for the *sub-network* for the *historical UAFG day* calculated as follows:

$$UBW = \sum DABW + \sum EBW$$

where:

UBW = the latest version available of *user's basic-metered withdrawals* for all of the *user's basic-metered delivery points* for the *sub-network* for the *historical UAFG day*;

DABW = the latest version available of *distributed actual basic-metered withdrawal* for each of the *user's basic-metered delivery points* in the *sub-network* for the *historical UAFG day*; and

EBW = for each of the *user's basic-metered delivery points* in the *sub-network* for which a *distributed actual basic-metered withdrawal* is unavailable, the latest version available of *estimated basic-metered withdrawal* at the *basic-metered delivery point* for the *historical UAFG day*.

(2) Within 24 hours after the end of *gas day D*, AEMO must *notify* the *network operator* and each *user* who is a supplier of *UAFG* for the *sub-network* of the *UAFG* calculated under clause 230(1).

Part 5.7 – There is no Part 5.7

231. There is no clause 231.

232. There is no clause 232.

233. There is no clause 233.

234. There is no clause 234.

235. There is no clause 235.

236. There is no clause 236.

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238. There is no clause 238.

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241. There is no clause 241.

242. There is no clause 242.

243. There is no clause 243.

244. There is no clause 244.

245. There is no clause 245.

Part 5.8– Deemed Injections

246. Calculate shipper's deemed injections for non-STTM sub-networks

Commented [DM213]: New clause 8.7

(1) For each *shipper* for each *gate point* for each *gas day*, in the range of *gas day* D-1 to *gas day* D-425, after the end of the fourth business day of each month, AEMO must calculate, and advise the *shipper* and the *pipeline operator* of the *shipper's deemed injections* by:

(a) first, for each *user* in the *sub-network*, taking the latest version available of *user's estimated total withdrawals* in the *sub-network* for the *gas day* calculated under clause 228 and allocating it across:

(i) **there is no clause 246(a)(i)**.

(ii) for the remainder of the *user's estimated total withdrawals* – in accordance with the *user's allocation instruction* for the *gas day* under clause 188;

and

(b) then summing all amounts allocated by *user* to the *shipper* under clause 246(1)(a).

(2) To avoid doubt, if clause 178 requires a *user* to procure the *injection* into the *sub-network* of a negative amount of *gas* on a *gas day*, that negative amount may result in a negative *shipper's deemed injection* for the *gas day*.

{Note: Any negative *shipper's deemed injection* may be resolved between the *user* and its *related shipper*, between the *shipper* and the *pipeline operator* or by an arrangement with another *user*.}

247. There is no clause 247.

248. There is no clause 248.

Part 5.9 - There is no Part 5.9

Division 5.9.1 – There is no Division 5.9.1

249. There is no clause 249.

250. There is no clause 250.

Division 5.9.2 –There is no Division 5.9.2

251. There is no clause 251.

252. There is no clause 252.

Part 5.10 – There is no Part 5.10

253. There is no clause 253.

254. There is no clause 254.

255. There is no clause 255.

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264. There is no clause 264.

265. There is no clause 265.

266. There is no clause 266.

Part 5.11– There is no Part 5.11

267. There is no clause 267.

268. There is no clause 268.

269. There is no clause 269.

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271. There is no clause 271.

272. There is no clause 272.

273. There is no clause 273.

274. There is no clause 274.

275. There is no clause 275.

276. There is no clause 276.

Part 5.12– There is no Part 5.12

277. There is no clause 277.

278. There is no clause 278.

279. There is no clause 279.

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282. There is no clause 282.

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288. There is no clause 288.

288A. There is no clause 288A.

289. There is no clause 289.

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291. There is no clause 291.

292. There is no clause 292.

293. There is no clause 293.

294. There is no clause 294.

295. There is no clause 295.

296. There is no clause 296.

296A. There is no clause 296A.

297. There is no clause 297.

298. There is no clause 298.

299. There is no clause 299.

300. There is no clause 300.

Part 5.12A – There is no Part 5.12A

300A. There is no clause 300A.

Part 5.12B – Gas Emergencies

300B. Commencement of a gas emergency

Commented [DM214]: Not carried over to new version

(1) If a *gas emergency* occurs, then AEMO must as soon as practicable:

(a) notify all *participants*, *pipeline operators, shippers* and *interested persons* that a *gas emergency* has occurred, the nature of the *gas emergency* and the *gate points* affected by the *gas emergency*;

(b) **there is no clause 300B(1)(b)**;

(c) **there is no clause 300B(1)(c)**.

(2) **There is no clause 300B(2)**.

300C. There is no clause 300C.

300D. There is no clause 300D

300E. There is no clause 300E.

300F. There is no clause 300F.

300G. There is no clause 300G

Part 5.13– Data Failure

301. Data failure

Commented [DM215]: New clause 8.8.1

(1) If AEMO does not receive the relevant data for an *interval metered delivery point* as required under clause 158 to calculate the *net system load* for a *sub-network* under clause 223, AEMO must estimate the *user's* withdrawals at the *interval metered delivery point* using the *like day substitution methodology*.

(2) If AEMO does not receive *gate point metering data* from a *network operator* for a *gate point* for a *gas day* by the time specified in clause 152(1)(b), then AEMO must estimate the *gate point metering data* using the *nomination estimation methodology* and record that AEMO has used an AEMO generated estimate in the allocation and reconciliation results for the relevant *gas day*.

(3) Whenever AEMO is required under this clause 301 to estimate a value, then AEMO may use the estimated value (in place of the value which was not received) wherever necessary under these *Procedures*.

301A. Manifest data errors and recalculation of gas day results

Commented [DM216]: Not carried over to new version

{Note: If AEMO or any other *participant* becomes aware of a manifest error the party may advise the *network operator* of the error.}

(1) If on *gas day D* the *network operator* becomes aware of a manifest error in the data it has provided to AEMO on *gas day D* under either clause 152 or 158 in respect of *gas day D – 1* it may notify AEMO that it reasonably believes there is a manifest error in the data it has provided. Such notification must include at least the following:

(a) the clause under which the data containing the manifest error was provided to AEMO; and

(b) if the manifest data error relates to data provided to AEMO under clause 152, the *gate point* for which the *gate point metering data* is erroneous; or

(c) if the manifest data error relates to data provided to AEMO under clause 158, the *MIRN* for which the *interval meter data* is erroneous; and

(d) the relevant *gas day*.

(2) By submitting a *notification* to AEMO under clause 301A(1) the *network operator* warrants that the notification is not fraudulent, frivolous or vexatious.

(3) On receipt of a *notice* under clause 301A(2), AEMO must:

(a) forthwith notify all *participants*, *shippers* and *pipeline operators* that the allocation and reconciliation produced by AEMO under Parts 5.4 to 5.12 (inclusive) of the *Procedures* for the relevant *sub-network* and *gas day* is suspected of containing manifest errors; and

(b) forthwith stop the operation of the *AEMO information system* components that produce the allocation, reconciliation results; and

AEMO will not be required to comply with the timing requirements for the provision of *notices* and publication of information under Parts 5.6, 5.7, 5.8 and 5.12 in respect of the *affected gas day* and each following *gas day* up to but not including the *gas day* on which AEMO has complied with its obligation under clause 301A(5), 301A(6) or 301A(7) (whichever is applicable).

(4) Following receipt of a *notice* from AEMO under clause 301A(3):

(a) if the manifest data error relates to *gate point metering data* provided under clause 152, the *pipeline operator* for the *gate point* to which the *notice* relates must use its reasonable endeavours to determine if the *gate point metering data* was erroneous and:

(i) if the *gate point metering data* was not erroneous notify AEMO as soon as reasonably practicable that the *gate point metering data* was correct; or

(ii) obtain amended *physical gate point metering data* and provide the amended *physical gate point metering data* to the *network operator* within 51.5 hours of the start of the *affected gas day*. For the avoidance of doubt, any *amended physical gate point metering data* may be revised estimated values;

or

(b) if the manifest data error relates to *interval meter data* provided under clause 158, the *network operator* for the *interval meter* to which the *notice* relates must use its reasonable endeavours to determine if the *interval metering data* was erroneous and:

(i) if the *interval metering data* was not erroneous, notify AEMO as soon as reasonably practicable that the *interval metering data* was correct; or

(ii) obtain amended *interval metering data* and provide the amended *interval metering data* to AEMO within 51.5 hours of the start of the *affected gas day*. For the avoidance of doubt, any amended *interval metering data* may be revised *estimated values*.

(5) If the *pipeline operator* notifies AEMO under clause 301A(4)(a)(i) or the *network operator* notifies AEMO under clause 301A(4)(b)(i) that the data for *gas day D – 1* was not erroneous, then AEMO must notify all *participants*, *shippers* and *pipeline operators* that the relevant party has confirmed that the relevant data was correct and, therefore, that the initial results produced by AEMO in respect of *gas day D – 1* and each subsequent *gas day* for which results have been published by AEMO remain valid.

(6) If the *network operator* does not provide amended *interval meter data* or amended *gate point metering data* within 51.5 hours of the start of the *affected gas day*, AEMO must notify all *participants*, *shippers* and *pipeline operators* that it did not receive any updated *interval metering data* and, therefore, that the initial results published by AEMO in respect of *gas day D – 1* and each subsequent *gas day* for which results have been published by AEMO remain valid.

(7) If the *network operator* provides AEMO with amended *gate point metering data* or *interval metering data* for *gas day D – 1* within 51.5 hours of the start of the *affected gas day* AEMO must:

(a) as soon as practicable recalculate the allocation and reconciliation g results for *gas day D – 1* and any other *gas day* subsequent to *gas day D – 1* and prior to the *gas day* on which the relevant amended data for *gas day D – 1* was provided by the *network operator*; and

(b) publish the recalculated results to the relevant *participants*, *shippers* and *pipeline operators* according to Parts 5.4 to 5.12 (inclusive) of the *Procedures*.

Nothing in this clause 301A relieves a *participant*, *shipper* or *pipeline operator* from its obligations under Chapter 5.

301B. There is no clause 301B.

301C. Estimated gate point metering data and recalculation of gas day results where difference between estimated and actual data exceeds the gate point estimation recalculation threshold

Commented [DM217]: Not carried over to new version

(1) AEMO must, after consultation with all *participants* operating in SA, publish a *gate point* estimation *recalculation threshold value*.

(2) If for a *gas day* (*"***affected gas day***"):*

(a) AEMO receives estimated *gate point metering data* from the *network operator* under clause 152(3) for a *gate point* or is required to calculate the *gate point metering data* under clause 301(2) for a *gate point*;

(b) **there is no clause 301C(2)(b)**;

(c) within 51.5 hours after the end of the *affected gas day* the *network operator* provides actual *gate point metering data* for relevant *gate point* for the *affected gas day*; and

(d) the difference between the estimated *gate point metering data* for the *affected gas day* and the actual *gate point metering data* provided by the *network operator* is equal to or greater than the *gate point estimation recalculation threshold value,*

then AEMO must forthwith notify all *participants*, *shippers* and *pipeline operators* that:

(e) the *gate point metering data* for the *affected gas day* was estimated;

(f) AEMO has received actual *gate point metering data* for the *affected gas day* and the difference between the estimated *gate point metering data* for the *affected gas day* and the actual *gate point metering data* provided by the *network operator* is equal to or greater than the *gate point estimation recalculation threshold value*; and

(g) AEMO intends to initiate recalculation of the allocation and reconciliation results for the *affected gas day*.

(3) As soon as practicable after issuing a *notice* under clause 301C(1), AEMO must:

(a) as soon as practicable recalculate the allocation and reconciliation results for the *affected gas day* and any other *gas day* subsequent to the *affected gas day* and prior to the *gas day* on which the actual *gate point metering data* was provided by the *network operator*; and

(b) publish the recalculated results to the relevant *participants, shippers* and *pipeline operators* according to Parts 5.4 to 5.12 (inclusive) of the *Procedures*.

(4) AEMO will not be required to comply with the timing requirements for the provision of *notices* and publication of information under Parts 5.6, 5.7, 5.8 and 5.12 in respect of the *affected gas day* and each following *gas day* up to but not including the *gas day* on which AEMO has complied with its obligation under clause 301C(2).

(5) Nothing in this clause 301C relieves a *participant, shipper* or *pipeline operator* from its obligations under Chapter 5.

Part 5.14 – Miscellaneous Provisions

302. Multi shipper allocation agreement

Commented [DM218]: New clause 8.9.1

(1) Subject to clause 302(5), this clause applies to a *gate point* if a *transmission contract* or *Access Arrangement* requires an agreement between all *shippers* who receive *gas* from the *pipeline operator* at the *gate point* (sometimes known as a **"multi-shipper allocation agreement"**), regarding how actual deliveries of *gas* at the *gate point* are apportioned between *shippers*.

(2) The allocations which will apply as the *multi-shipper allocation agreement* for the *gate point* for each *gas day* are as follows:

(a) **there is no clause 302(2)(a)**

(b) each *shipper* is deemed to have taken delivery of its *shippers deemed injection* for the *gas day* for the *transmission pipeline* which interconnects to the *gate point*, calculated under clause 246;

(c) **there is no clause 302(2)(c)**

(3) For each *transmission pipeline* for each *sub-network* for each *gas day*, within 5 hours after the end of the *gas day*, AEMO must:

(a) provide to the *pipeline operator* a **"multi-shipper allocation report"** setting out the information referred to in clause 302(2) for each *shipper* on the *transmission pipeline*; and

(b) provide to each *shipper* on the *transmission pipeline*, a *shipper's* **"multi-shipper allocation report"** setting out the information referred to in clause 302(2) for the *shipper*.

(4) To avoid doubt, if clause 178 requires a *user* to procure the *injection* or *repayment* into the *sub-network* of a negative amount of *gas* on a *gas day*, that negative amount is to be included in the calculations for the *multi-shipper allocation agreement* and may result in a *shipper* having a negative *deemed injection* for the *gas day*.

(5) **There is no clause 302(5)**.

303. There is no clause 303.

304. Recovery from AEMO Failure

Commented [DM219]: New clause 8.9.2

(1) If for any period of time on any day that is not a *business day*, AEMO cannot perform its obligations under this CHAPTER 5 because of failure of the *AEMO information system* (each a **"system down time"**), then:

(a) as soon as practicable after the *system down time* occurs AEMO must rectify the system failure.

(b) on the day the *system* failure is rectified AEMO must, as soon as practicable, provide the information it is required to provide under this CHAPTER 5 for each *gas day* during the *system down time* up to and including the *gas day* on which the information is provided. The information must be provided in chronological order.

(2) If the system failure only affects the input of information into AEMO, then AEMO will perform for each *gas day* during the *system down time* the calculations described in this CHAPTER 5 using estimates for each piece of data that it does not receive under these *Procedures*..

305. There is no clause 305.

306. Maintenance and accessibility of AEMO data

Commented [DM220]: New clause 8.9.3

AEMO must *maintain* all data collected, received, generated or sent to any person by AEMO under this CHAPTER 5 and any data that is the result of AEMO's latest final calculations for a *gas day*:

(a) in a format that identifies:

(i) the time and date the data was collected, received, generated or sent by AEMO; and

(ii) the person from whom AEMO collected or received the data, or to whom AEMO sent the data, or if AEMO generated the data, AEMO is identified as having generated the data, and

(b) for at least 2 years, in a format that is accessible within 2 *business days* to enable the repeated performance of calculations AEMO is responsible for performing under this CHAPTER 5 for any of and up to the previous 425 *gas days*; and

(c) at least another 5 years after that, in a format which is accessible within 5 *business days*.

307. Treatment of gas injections under haulage contracts

Commented [DM221]: New clause 8.9.4

(1) Despite anything contained in a *haulage contract*, this CHAPTER 5 governs:

(a) how the *gas injected* into a *sub-network* on a *gas day* is allocated between *users*; and

(b) how a *user* must reconcile any difference between the quantity of *gas* that the *user injects* or procures for *injection* into a *sub-network* on a *gas day* and the quantity of *gas* withdrawn by the *user* from the *sub-network*,

and in the event of inconsistency between a *haulage contract* and CHAPTER 5, CHAPTER 5 prevails to the extent of the inconsistency.

(2) To avoid doubt in relation to Part 5.2, the *network operator* and the *user* recognise that at any point in time the quantity of *gas* that the *user* has *injected* or procured for *injection* into a *sub-network* is unlikely to precisely equal the quantity of *gas* withdrawn by the *user* from the *sub-network.* However, the *user* must ensure that the quantity of *gas* that the *user* has *injected* or procured for *injection* into a *sub-network* equals the quantity of *gas* withdrawn by the *user* from the *sub-network* in accordance with CHAPTER 5.

(3) A *user* and a *network operator* who enter into a *haulage contract* that is inconsistent with CHAPTER 5 after the time that CHAPTER 5 of the *Procedures* becomes binding on the *user* and *network operator* must amend the *haulage contract* as required to remove the inconsistency.

308. There is no clause 308.

CHAPTER 6 – COMPLIANCE AND INTERPRETATION

Part 6.1–There is no Part 6.1

309. There is no clause 309.

310. There is no clause 310.

311. There is no clause 311.

312. There is no clause 312.

313. There is no clause 313.

314. There is no clause 314.

315. There is no clause 315.

316. There is no clause 316.

317. There is no clause 317.

318. There is no clause 318.

319. There is no clause 319.

320. There is no clause 320.

321. There is no clause 321.

Part 6.2 – There is no Part 6.2

322. There is no clause 322.

323. There is no clause 323.

324. There is no clause 324.

Part 6.3 – Matters Referred to AEMO

{Note: The purpose of this Part 6.3 which imposes a requirement that matters be referred to AEMO so that AEMO can then determine whether the matter should be referred to the AER, is:

(a) to provide a speedy mechanism to resolve minor matters without referral to the AER; and

(b) to impose a filter which discourages the referral of vexatious or frivolous claims to the AER.}

325. Matters referred to AEMO

Commented [DM222]: Not carried over to new version

(1) If a *participant* reasonably believes that another *participant* or AEMO has breached the *Procedures* then the *participant* may at any time give AEMO a notice specifying:

(a) the *GBO identification*/name of the person referring the matter to AEMO; and

(b) the identity of any person of which it is aware, that is involved with or affected by the referred matter; and

(c) if the matter relates to an alleged breach of the *Procedures* by a *participant*:

(i) the *GBO identification*/name of the *participant* that is alleged to have breached the *Procedures*; and

(ii) the identity of any other person that is involved with or affected by the alleged breach of the *Procedures*; and

(iii) the details of the alleged breach of the *Procedures*; or

(d) if the matter relates to an alleged breach of the *Procedures* by AEMO:

(i) the details of the alleged breach of the *Procedures* by AEMO; and

(ii) the identity of any other person that is involved with or affected by the alleged breach of the *Procedures*.

(2) Every *notice* of an alleged breach of the *Procedures* must be given within 30 *business days* of the date that the *participant* alleging the Procedure breach became aware, or ought to have become aware, that the alleged breach occurred.

(3) A notice to AEMO from a *participant* under this clause 325 may constitute reasonable grounds for AEMO to suspect a breach of the Retail Market Procedures pursuant to section 91MB(3) of the National Gas Law.

326. Withdrawal of referral

Commented [DM223]: Not carried over to new version

(1) A *participant* that refers a matter to AEMO may at any time prior to AEMO making a decision under clause 329 withdraw the referral by *notice* to AEMO.

(2) AEMO may require the *participant* to reimburse AEMO for the reasonable *costs* incurred by AEMO in connection with a referral to AEMO, up to the time it is withdrawn.

(3) A notice given to AEMO by a *participant* that is withdrawn under this clause 326 may still constitute reasonable grounds for AEMO to suspect a breach of the Retail Market Procedures pursuant to section 91MB(3) of the National Gas Law.

327. AEMO may give notice to participants

Commented [DM224]: Not carried over to new version

If AEMO receives a notice under clause 325 AEMO must before making a decision under clause 329(1) give a *notice* to each *participant* affected specifying:

(a) the *GBO identification*/name of the *participant* that is alleged to have breached the *Procedures*; and

(b) the identity of each person that is involved with or affected by the alleged breach of the *Procedures*; and

(c) the details of the alleged breach of the *Procedures*.

328. AEMO to determine procedures

Commented [DM225]: Not carried over to new version

(1) Subject to these *Procedures*, AEMO may determine its own procedures for hearing and determining an alleged breach of the *Procedures*.

(2) A *participant* must make reasonable endeavours to comply with the requirements of any procedures established by AEMO under clause 328(1).

328A. AEMO may investigate alleged breaches

Commented [DM226]: Not carried over to new version

(1) Before making a determination under clause 329 in relation to an alleged breach referred to AEMO under clause 325, AEMO may request from any *participant* information about the circumstances of the alleged breach.

(2) AEMO may specify a time for responding to a request under clause 328A(1), which must be at least 5 *full business days* from the time of the request.

(3) A *participant* who receives a request from AEMO under clause 328A(1) must, as soon as practicable and in any event within any time specified under clause 328A(2), provide AEMO with information in reasonable detail about the relevant circumstances.

(4) AEMO must not make a determination until the time period in clause 328A(2) has elapsed, but after that may make a determination whether or not a *participant* provides information in accordance with clause 328A(1).

329. Determinations which may be made

Commented [DM227]: Not carried over to new version

(1) After considering an alleged Procedure breach AEMO must determine whether the breach is a material breach in accordance with section 91MB(3) of the National Gas Law and:

(a) if AEMO determines that the matter was not material, comply with section 91MB(8) of the National Gas Law; or

(b) if AEMO determines that the matter was material, comply with sections 91MB(4), (5) and (7) of the National Gas Law.

(2) In determining whether an alleged breach referred to AEMO under clause 325 is material, AEMO must have regard to:

(a) whether the alleged breach had a material impact on the operation of the market;

(b) whether the alleged breach has resulted in any costs being borne by AEMO (and therefore the South Australian retail gas market as a whole);

(c) whether or not the alleged Procedure breach appears to have arisen as a result of problems with the design/operation of the *Procedures*;

(d) whether the alleged Procedure breach was an isolated event, or indicates a systemic problem with compliance;

(e) whether the alleged Procedure breach appears to have been made intentionally or maliciously;

(f) whether remedial action was taken by the *participant* following discovery of the breach.

(g) whether the alleged Procedure breach has a potential anti-competitive effect;

(h) whether the alleged Procedure breach may be a material breach;

(i) any other matters considered relevant by AEMO.

(3) AEMO must make its determination under this clause 329 expeditiously in a fair and reasonable manner.

(4) AEMO must:

(a) for the first 12 months after the date that a change to the *Procedures* comes into force, have regard to the fact that the *Procedures* affected by the change are a new governing regime for *participants*;

(b) for the first 6 months after a *person* becomes a *participant*, have regard to the fact that the *Procedures* are a new governing regime for the new *participant*; and

(c) if there is an *in-progress Procedure change* that affects the clause that is alleged to have been breached, consider whether the conduct that is the subject of the alleged Procedure breach would not have been a breach if the *in-progress Procedure change* had been in effect at the time the breach was alleged to have occurred, and have regard to this in making its decision referred to in this clause 329(1).

(5) For the avoidance of doubt, AEMO's powers to make a decision referred to in this clause 329 as to the materiality or otherwise of an alleged breach of the *Procedures*, is an exercise of AEMO's powers under section 91MB(3) of the National Gas Law. This clause 329 does not create a separate power for AEMO to make a determination in relation to that same matter.

330. Notification of determinations

Commented [DM228]: Not carried over to new version

(1) Within 5 *business days* after a determination under clause 329(1)(a), AEMO must give *notice* of the determination and reasons for the determination to the *participant* that referred the matter under clause 325.

(2) Within 5 *business days* after a determination under clause 329(1)(b), AEMO must, subject to clause 330(3), give *notice* of the determination and reasons for the determination to all *participants*.

(3) AEMO must not include any confidential information in the *notice* of the determination and reasons for the determination under clause 330(2) and may censor documents it publishes to *participants*.

331. There is no clause 331.

Part 6.4 – There is no Part 6.4

332. There is no clause 332.

333. There is no clause 333.

334. There is no clause 334.

335. There is no clause 335.

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343. There is no clause 343.

344. There is no clause 344.

345. There is no clause 345.

346. There is no clause 346.

347. There is no clause 347.

348. There is no clause 348.

CHAPTER 7 – REPORTING AND AUDITS

Part 7.1 – There is no Part 7.1

349. There is no clause 349

Part 7.2– Audit

350. There is no clause 350.

351. Market audit

Commented [DM229]: New Clause 1.5

(a) AEMO must undertake a review in accordance with this clause ("Review") at least every two years.

(a1) A Review must constitute an examination in accordance with the standard for a review specified in Auditing Standard ASAE 3000 (Explanatory Framework for Standards on Audit and Audit Related Services) (as varied from time to time) prepared by the Auditing and Assurance Standards Board

(b) In undertaking a *Review*, AEMO must appoint a person (a "Market Auditor") who in AEMO's reasonable opinion is independent and suitably qualified to conduct a *Review*.

(c) A *Review* must examine compliance by AEMO with its processes and the effectiveness and appropriateness of systems utilised in the operation of any activities as set out in or contemplated by the *Procedures*, including but not limited to:

(i) AEMO's compliance processes and compliance with the *Procedures*;

(ii) IT Controls, including software management and business continuity;

(iii) integrity of the AEMO meter register;

(iv) profiling and allocation processes and systems; and

(v) retail billing and information systems.

(d) AEMO will determine, in consultation with *participants*, *pipeline operators* and *prescribed persons*, the extent and scope of the *Review* to be undertaken.

(e) AEMO must ensure that the person who conducts the *Review* prepares a report in which the results of the *Review* are set out.

(f) *AEMO* must publish the report on its website and make it available to *Participants* on request.

352. There is no clause 352.

353. There is no clause 353.

354. There is no clause 354.

355. There is no clause 355.

356. There is no clause 356.

357. There is no clause 357.

358. There is no clause 358.

359. There is no clause 359.

360. There is no clause 360.

Part 7.3 – Other provisions regarding records

361. Records needed by AEMO to meet reporting obligations

Commented [DM230]: Not carried over to new version

To the extent reasonably necessary to enable AEMO to meet its reporting and information provisions under *law*, a *participant* must upon reasonable request by AEMO assist AEMO by making available reasonable access to records and relevant information.

Part 7.4– Report on use of GPMD estimates

361A. Report on use of GPMD estimates

Commented [DM231]: New Clause 3.3.2

Within 15 *business days* after the end of each month, AEMO will provide a report to all *participants*, *shippers* and *pipeline operators* stating the number of days in the month in which estimated *gate point metering data* provided under clause 152(3).

CHAPTER 8 – ADMINISTRATION

Part 8.1 – There is no Part 8.1

362. There is no clause 362.

362A. There is no clause 362A.

Part 8.2– Confidentiality

363. Confidentiality obligations

Commented [DM232]: New clause 1.4

Unless these *Procedures* state otherwise, any information provided to AEMO or a *participant* under these *Procedures* is classified as confidential information for the purposes of the National Gas Law and Rules.

{Note: See Division 7, Part 6 of the Law and rule 138A of the Rules which provides for the use and disclosure of confidential information.}

364. There is no clause 364

365. There is no clause 365

366. There is no clause 366

Part 8.3 – There is no Part 8.3

367. There is no clause 367.

368. There is no clause 368.

369. There is no clause 369.

370. There is no clause 370.

371. There is no clause 371.

372. There is no clause 372.

Part 8.4 – Small Use Customer and Small Use Customer Indicator Determination

373. There is no clause 373.

373A. Small use customer determination in South Australia

The classification of a "*small use customer*" is as set out in the *Gas Regulations 1997* (SA).

Commented [DM233]: Not carried over to new version

373B. AEMO to determine the small use customer indicator

Commented [DM234]: Not carried over to new version

(1) **There is no clause 373B(1).**

(2) Upon receipt of a valid *new connection notice* for a *basic-metered delivery point,* AEMO must determine the *small use customer indicator* for the *delivery point* by:

(a) having regard to the information provided by the *network operator* in the *new connection notice* under clause 66(f); and

(b) using the sum of the *actual heating degree days* calculated under clause 177 for each of the previous 365 *gas days* for the *HDD zone*.

(3) Within 5 *business days* of the end of each six month period, with the first six month period commencing on the *go-live date*, AEMO must determine the *small use customer indicator* for each *basic-metered delivery point* by having regard to:

(a) where available, the *gas* consumed by the *customer* at the *delivery point* for the previous 12 month period; or

(b) otherwise, in accordance with the determination made by AEMO under clause 373B(2) or AEMO's previous six month determination made under this clause 373B(3).

{Note: Upon making a determination under this clause 373B, AEMO must update the *AEMO registry* under clause 52(c) and provide the *user* and *network operator* with the *AEMO standing data* for the *delivery point* under clause 53(1).}

Part 8.5 – Limitation of Liability

374. No liability for as-retrieved data

Commented [DM235]: Not carried over to new version

To the extent permitted by *law*, a person (**"first person"**) is not liable for any loss or damage suffered or incurred by any other person (**"second person"**) as a consequence of any act or omission of the provision of *as-retrieved* data, unless the first person:

(a) does not act in good faith; or

(b) acts fraudulently.

375. No liability for acting in reliance on data provided by others

Commented [DM236]: Not carried over to new version

(1) If a person (**"first person"**) receives data or information of any nature (**"data"**) from another person under these *Procedures* (**"second person"**), and the *first person* sends that *data* onto a third person under these *Procedures* (**"third person"**), the *first person* is not responsible for and has no liability to the *third person* in respect of any error or omission in the *data*, provided that the *first person* has not altered the *data* in any way.

(2) Subject to clause 375(3), except any warranty that cannot be excluded by operation of *law*, the *first person* gives no representations or warranties (expressed or implied) to the *third person* in respect of the reliability, suitability, adequacy or *accuracy* of the *data* provided under clause 375(1).

(3) If the *first person* has in any way altered the *data* provided to the *third person* under clause 375(1), then the *first person* represents and warrants to the *third person* that the *data* so provided is *accurate*, except if the *data* being provided is:

(a) an estimate; or

(b) a calculation derived at as a *reasonable and prudent person* but being based upon the *data* provided by the *second person* under clause 375(1).

{Note: Under clause 376A(2), a breach of this warranty will expose the *first person* to liability for more than just direct damage.}

376. Liability for direct damage only

A person under these *Procedures* (including its directors, servants, consultants, independent contractors and agents (**"associated persons"**)) who is negligent or defaults in respect of its obligations to another person under these *Procedures* is liable to the other person for any loss or damage which is not *indirect damage* caused by or arising out of the negligence or default.

Commented [DM237]: Not carried over to new version

376A. Liability for indirect damage in certain circumstances only

Commented [DM238]: Not carried over to new version

(1) Subject to clause 376A(2), no person (including its *associated persons*) under these *Procedures* is under any circumstances to be liable to another person under these *Procedures* for any *indirect damage*, however arising including by negligence.

(2) The exclusion of *indirect damage* in clause 376A(1) does not apply to a warranty given under clauses 56(2), 79(2), 80(3), 81(2), 111(5), 167(2), 173(9), 193(1), 267(4), 268(3) or 375(3) and therefore the person's (and its *associated persons*') liability in relation to the matter is to be determined by *law*, and to avoid doubt the definition of "*indirect damage*" in these *Procedures* is to be disregarded for the purposes of that determination.

376B. Fraud

Commented [DM239]: Not carried over to new version

(1) A person under these *Procedures* (including its *associated persons*) who is fraudulent in respect of its obligations to another person under these *Procedures* is to be liable to the other party for, and is to indemnify that other party against, all losses, liabilities and expenses caused by, consequential upon or arising out of the fraud.

(2) The exclusion of *indirect damage* in clause 376A(1) does not apply to liability under clause 376B(1) and therefore a person's (including its *associated persons*') liability in relation to the fraud is to be determined by *law*, and to avoid doubt the definition of "*indirect damage*" in these *Procedures* is to be disregarded for the purposes of that determination.

376C. Extended scope of this part

Commented [DM240]: Not carried over to new version

Each person acts as agent and trustee for its *associated persons* (other than any other person's) for the purpose only of providing to those persons the benefit of any term in these *Procedures* which is expressed to apply to those persons and each such person is taken to have given consideration for those benefits.

376D. No third party benefit

Commented [DM241]: Not carried over to new version

Subject to clause 376C, no person other than a person required to comply with these *Procedures* or its related entities is to obtain any benefit or entitlement under these *Procedures*, despite that person being referred to in these

Procedures or belonging to a class of persons which is referred to in these *Procedures*.

377. AEMO's limitation of liability

Commented [DM242]: Not carried over to new version

(1) To the extent permitted by *law*, AEMO its officers, employees and agents will not be liable for any direct, indirect, incidental, special or consequential damages or loss of profits or revenue claims of any kind which result from any breach, unlawful act or negligent act or omission of AEMO, its officers, employees or *agents* in performing its obligations under these *Procedures*.

(2) Where liability under these *Procedures* cannot by *law* be excluded, AEMO's liability (including any liability of its officers, employees and *agents*) to *participants, pipeline operators* or *prescribed persons* in respect of any breach of AEMO's obligations under these *Procedures* is (at AEMO's option) limited to:

(a) supplying the services again; or

(b) paying the *cost* of having the services supplied again.

(3) In this clause 377, **"agent"** includes contractors and third parties engaged to provide goods or perform services relating to AEMO's obligations under these *Procedures* for or on behalf of AEMO.

377A. Indemnifying AEMO

Commented [DM243]: Not carried over to new version

(1) Each *participant*, *pipeline operator* and *prescribed person* (**"indemnifying party"**) must indemnify and keep indemnified AEMO from all losses, *costs* (including legal *costs* on a solicitor client or full indemnity basis, whichever is the greater), expenses, claims (including third party claims, claims in respect of loss of revenue or profit or claims for punitive or consequential damage), demands, proceedings or liability suffered or incurred by AEMO arising directly or indirectly from or as a consequence of any or all of any breach, unlawful act, or negligent act or omission of the indemnifying party, or its officers, employees or agents, in carrying out its obligations under these *Procedures*.

(2) The maximum aggregate amount payable by a party under clause 377A(1) is limited to $10,000,000.

(3) Each *participant*, *pipeline operator* and *prescribed person* must be insured in respect of potential liability, loss or damage, arising under clause 377A(1), for a minimum aggregate liability of $10,000,000, and must maintain such insurances during the period that it is operating under these *Procedures* and for a period of 7 years thereafter.

Part 8.6 – There is no part 8.6.

377B. There is no clause 377B

CHAPTER 9 –THERE IS NO CHAPTER 9

Part 9.1 – There is no Part 9.1

378. There is no clause 378.

378A. There is no clause 378A.

378B. There is no clause 378B.

379. There is no clause 379.

380. There is no clause 380.

381. There is no clause 381.

382. There is no clause 382.

Part 9.2 –There is no Part 9.2

383. There is no clause 383.

384. There is no clause 384.

385. There is no clause 385.

386. There is no clause 386.

387. There is no clause 387.

388. There is no clause 388.

389. There is no clause 389.

390. There is no clause 390.

391. There is no clause 391.

392. There is no clause 392.

393. There is no clause 393.

394. There is no clause 394.

395. There is no clause 395.

396. There is no clause 396.

396A. There is no clause 396A.

397. There is no clause 397.

398. There is no clause 398.

399. There is no clause 399.

399A. There is no clause 399A.

400. There is no clause 400.

400A. There is no clause 400A.

401. There is no clause 401.

402. There is no clause 402.

CHAPTER 10 – THERE IS NO CHAPTER 10

403. There is no clause 403.

404. There is no clause 404.

405. There is no clause 405.

406. There is no clause 406.

407. There is no clause 407.

CHAPTER 11– RETAILER OF LAST RESORT

408. Creation, Maintenance and Administration of Customer Data

Commented [DM244]: New clause 7.1

(a) AEMO must create, maintain and administer a database to store customer details provided to AEMO under this clause.

(b) Each *user* must update, format and deliver a new *complete customer listing* to AEMO by the end of the tenth *business day* after the end of the calendar month.

(c) By the twelfth *business day* after the end of the calendar month, AEMO must:

(i) validate that:

(A) all mandatory fields as defined in the *complete customer listing* are populated;

(B) for each *MIRN*, the *current user* identified in the *complete customer listing* corresponds to the *current user* identified in the *AEMO registry* as at the extraction date;

(ii) store the *complete customer listing* in a secure database and archive previous versions of the *complete customer listing*;

(iii) where a *complete customer listing* fails validation under clause 408(c)(i), notify the relevant *user* of the failure.

409. Retailer of Last Resort Event

Commented [DM245]: New clause 1.2.1 (definitions)

A *RoLR event* is defined under Part 6 of the *NERL*.

410. Cancelled and Accelerated Customer Transfers

Commented [DM246]: New clause 7.2.1

(a) Where a *RoLR event* has occurred, AEMO must, in relation to a *transfer request* that is lodged or *pending*:

(i) where the *incoming user* is the *failed Retailer*, cancel all *transfer requests* and deliver a notice of the withdrawal of the *transfer request*, to the *current user*, the *incoming user* and the *network operator* for the *delivery point* to which the *transfer request* relates before the *RoLR transfer date*. For the avoidance of doubt, AEMO will not further process that *transfer request*;

(ii) where the MIRN, that is subject to a *transfer request*, has the *failed Retailer* recorded as the *current user* and the *transfer request* is not a *move in,* accelerate the *transfer request* and deliver a *transfer confirmation* to the *incoming user,* the *user* and the *network operator* for the *delivery point* to which the *transfer request* relates before the *RoLR transfer date*;

(iii) where the MIRN, that is subject to a *transfer request*, has the *failed Retailer* recorded as the *current user* and is a *move in* and;

(A) if the *transfer day* is ten days or less from the *RoLR transfer date,* AEMO must accelerate the *transfer request* and deliver a *transfer confirmation* to the *incoming user,* the *current user* and the *network operator* for the *delivery point* to which the *transfer request* relates before the *RoLR transfer date;* or

(B) if the *transfer day* is more than ten calendar days from the *RoLR transfer date,* AEMO will allow the *transfer request* to be processed as normal and the *MIRN* relating to that

transfer request will be included in the *AEMO registry* update process described in clause 411.

411. Metering Register Update

Commented [DM247]: New clause 7.2.2

Before the *RoLR transfer date*, for each *MIRN* for which the *failed Retailer* is recorded as the *current user* and to which clause 410 does not apply, AEMO must amend the *AEMO registry* by recording the *designated RoLR* as the *current user*.

412. MIRN Database and MSD Database Update

Commented [DM248]: New clause 7.2.3

Notwithstanding clause 62, the *network operator* must:

(a) for each *MIRN* for which the *failed Retailer* is recorded as the *current user* and to which clause 410 does not apply, the *network operator* must amend the *MIRN database* and the *MSD database* by recording the *designated RoLR* as the *current user;* and

(b) provide AEMO with a report of the details of each *MIRN* that has been updated in the *MIRN database* and *MSD database.*

413. Data Exchange

Commented [DM249]: New clause 7.2.4

Before the *RoLR transfer date* AEMO must provide:

(a) each *designated RoLR* a file containing customer details using the most recently received *complete customer listing* for the MIRNs for which they have become the *current user* in accordance with the *AEMO Specification Pack*; and

(b) the *network operator* a file containing details of the *MIRNs* where, in accordance with clause 411, AEMO has updated the *AEMO registry* with the *designated RoLR* as the *current user* and deliver that file in accordance with the *AEMO Specification Pack*.

414. Data Exchange from Failed Retailer

Commented [DM250]: New clause 7.2.5

Before the *RoLR transfer date*, the *failed Retailer* or its *insolvency official* must provide each *designated RoLR* a file containing customer details for the MIRNs for which they will become the *current user* in accordance with the *AEMO Specification Pack*.

415. Meter Reading and Account Creation

Commented [DM251]: New clause 7.2.6

(a) For each *MIRN* provided by AEMO under clause 413 and the *failed retailer* is not a *local area retailer*, the *network operator* must:

(i) calculate an *estimated value* for *RoLR transfer date* and provide it to AEMO as an actual where the *MIRN* refers to a *basic meter;*

(ii) calculate an *estimated value* for *RoLR transfer date* and provide it to the *failed Retailer* where the *MIRN* refers to a *basic meter;*

(iii) calculate the *energy value* for *RoLR transfer date* and provide it to AEMO as an actual where the *MIRN* refers to a *basic meter;*

(iv) calculate the *energy value* for *RoLR transfer date* and provide to the *failed Retailer* where the *MIRN* refers to a *basic meter*

(v) provide the *designated RoLR* the data required under clause 103(3)(b);

and provide the information in accordance with the *AEMO Specification Pack* as soon as practicable but no later than 4 calendar days after the day in which the *RoLR transfer date* ends.

(b) For each *MIRN* provided by AEMO under clause 413 and the *failed retailer* is a *local area retailer*, the *network operator* must:

(i) calculate an *estimated value* for *RoLR transfer date* and provide it to AEMO as an actual where the *MIRN* refers to a *basic meter*;

(ii) calculate an *estimated value* for *RoLR transfer date* and provide it to the *failed Retailer* where the *MIRN* refers to a *basic meter*;

(iii) calculate the *energy value* for *RoLR transfer date* and provide to AEMO as an actual where the *MIRN* refers to a *basic meter*;

(iv) calculate the *energy value* for *RoLR transfer date* and provide to the *failed Retailer* where the *MIRN* refers to a *basic meter;*

(v) provide the *designated RoLR* the data required under clause 103(3)(b);

and provide the information in accordance with the *AEMO Specification Pack* as soon as practicable, but no later than 8 calendar days after the day on which the *RoLR transfer date* ends.

416. Updates to Estimated Meter Reading

Commented [DM252]: New clause 7.2.7

(a) The *network operator* must provide any updates to estimated data provided under clause 415 to AEMO, the *failed Retailer* and *designated RoLR.*

(b) The updates must be provided as soon as it is practical to do so, but in any event no later than the 425th *gas day* after the end of the month in which the *RoLR transfer date* occurs.

417. Service Order Processes

Commented [DM253]: New clause 7.2.8

(a) Where a *network operator* has not yet completed service orders that were initiated prior to *RoLR transfer date* by the *failed Retailer* who is not a *local area retailer;* the *network operator* in accordance with the *AEMO Specification Pack* must provide a *service order in flight report* to the *designated RoLR* by the next calendar day.

(b) Where a *network operator* has not yet completed service orders that were initiated prior to *RoLR transfer date* by the *failed Retailer* who is the *local area retailer*; the *network operator* in accordance with the *AEMO Specification Pack* must provide a *service order in flight report* to the *designated RoLR* as soon as practicable but no later than 4 calendar days after the *RoLR transfer date*

418. Industry reconciliation program

Commented [DM254]: New clause 7.2.9

Within the 65th *business day* after the *RoLR transfer date* and after consulting with affected *users* and the *network operator,* AEMO must determine if an industry reconciliation program is required.

{Note: This clause places an obligation on AEMO to determine the need for a reconciliation of the customer transfers that have occurred during a RoLR event to ensure that customers have indeed been transferred to the correct Retailer of Last Resort and that the network operator, users' and AEMO's databases are aligned. The intention is to perform an exercise that would identify and correct any errors. This will also meet s172 of the NERL.}

CHAPTER 12– TRANSITIONAL PROVISIONS

419. Gas Day Harmonisation

Commented [DM255]: Not carried over to new version

(a) In relation to clause 2:

(i) the "*gas day*" for 30 September 2019 *gas day* is the 23.5 hour period starting at 0600 hours ACST (0630 hours AEST) on 30 September 2019 and ending at 0530 hours ACST (0600 hours AEST) on 1 October 2019.

(ii) the "*interval-meter demand profile*" provided under clause 202(1) for the 30 September 2019 *gas day* must comprise 24 numbers which sum to 1 and are the user's estimate, for each hour in the *gas day*, of the proportion of its *forecast interval-metered withdrawals* which will be withdrawn during the hour provided that the last hour of the 30 September 2019 *gas day* will be the user's estimate of the proportion of its *forecast interval-metered withdrawals* for the period from 5:30am to 6:00am AEST.

(iii) "*interval meter*" means a *meter* which: (a) is read by means of *telemetry*; and (b) aggregates the flow of gas across time, and records that flow for each hour provided that for the 30 September 2019 *gas day* the *meter* will record flow for the period from 5:30am to 6:00am AEST instead of the period from 5:30am to 6:30am.

(iv) "*meter reading data*" means the data actually obtained by reading a *meter* physically or by *telemetry*, and includes: (a) for a *basic meter* — the *index reading*; and (b) for an *interval meter* — the corrected volume of *gas* delivered in each hour (provided that the last hour of the 30 September 2019 *gas day* will only be for the period from 5:30am to 6:00am AEST), and such other data as is required for *verification* by a *network operator* or provided by the meter in normal circumstances. {Note: The data obtained from different types of interval meter varies.}

(v) "*Standard gas day*" means the *standard gas day* as defined in Part 26 of the National Gas Rules.

(b) In relation to the last hour of the 30 September 2019 *gas day*, a reference in these *Procedures* to "each hour" in a *gas day* will be taken to mean the period from 5:30am to 6:00am AEST instead of the period from 5:30am to 6:30am AEST.

(c) For the purpose of clause 160(2) and 162 of these *Procedures*, for each occasion on which these *Procedures* require a *network operator* to provide a *current user* or *AEMO* with *metering data* for an *interval-metered delivery point*, the *network operator* must provide an *energy value* that is an *estimated value:*

(i) For a *gas day* commencing before the end of the Part 26 transition period - if an *interval meter* has been reconfigured to aggregate and record flow for each hour of the standard *gas day*, estimated using hourly metering data aggregated and recorded for each hour of the standard *gas day*; and

(ii) For a *gas day* commencing on or after the Part 26 transition date - if an *interval meter* has not been reconfigured to aggregate and record flow for each hour of the *standard gas day*, estimated using hourly *metering data* aggregated and recorded for each hour of the *gas day* in use at the *interval meter* on that gas day.

[Note - The *estimated value* may be determined under clause 156(2) of these *Procedures* using an estimation methodology set out (a) in sections 2.2.3 and 2.2.4 of Appendix 2 or an alternate estimation methodology as described in the Network Operators transition plan.]

(d) *Network operators* and *pipeline operators* must include the following information in their transition arrangements under schedule 5, part 6, rule 4 of the National Gas Rules:

Meter reconfiguration scenarios	• *Interval meters* or *physical gate point* that have not been reconfigured to measure and record for a standard *gas day.* • *Interval meters* or *physical gate point* that have been reconfigured to measure and record for a standard *gas day.* [Note: Before the Part 26 transition date, *interval meters* that have been reconfigured to measure and record for a standard *gas day* or for each hour or other interval based on a standard *gas day* will still be required to provide *metering data* under these *Procedures* for each hour of a *gas day* that is not a *standard gas day* (being the 24 hour period starting at 0600 hours ACST (0630 hours AEST) on 30 September 2019 and ending at 0600 hours ACST (0630 hours AEST)]
Meter readings	For each of the meter reconfiguration scenarios above, a description of how the *network operator* and *pipeline operator* will obtain a *meter reading* or *physical gate point* metering *data* for *interval meters* or *physical gate points* prior to the 30 September *gas day*, for the 30 September 2019 *gas day* and the 1 October 2019 and subsequent *gas days*
Estimated meter readings	For each of the meter reconfiguration scenarios above, a description of how the *network operator* and *pipeline operator* will determine an *estimated value* if a *meter reading* or *physical gate point metering data* is unable to be obtained for *interval meters* or *physical gate point* prior to the 30 September *gas day*, for the 30 September 2019 *gas day* and the 1 October 2019 and subsequent *gas days* [Note: An estimated value can be required where a *meter reading* or *physical gate point metering data* cannot be obtained or where the meter has been reconfigured]
Hourly metering data	For each of the meter reconfiguration scenarios above, a description of how the *network operator* and *pipeline operator* will ensure that metering data or *physical gate point metering data* is provided for the last hourly interval for *gas day* 30 September 2019 will only include data for the period from 5:30am to 6:00am AEST.

Reporting	A description of the regular reporting that will be published by the *network operator* and *pipeline operator* and provided to AEMO by the *network operator* and and *pipeline operator* of the scheduling, progress and completion of *interval meter* and *physical gate point* reconfigurations which must include: • the dates or periods during which *meters* are scheduled to be reconfigured to measure and record for a *standard gas day* and the date or period when reconfiguration was completed • reporting of scheduling and completion of *meter* reconfiguration should identify the *meters* by *MIRN* only • the method of completion of *meter* reconfiguration (e.g. service orders to be sent, impacts on *meter* data files) • Details of contingency plans to substitute metering data being measured prior to the reconfiguration of the *meter* with estimates after the meter *has* been reconfigured. [Note: Reporting information that is to be provided to AEMO is to be sent to the following e-mail address – gdh@aemo.com.au. Reporting information that AEMO receives will be published on AEMO's Gas Day Harmonisation website page.]

Appendix 1 – CODING OF GAS ZONES AND GATE POINTS

Commented [DM256]: Gas Zone codes listed in the ICD section 14- Appendix D

{Note: This Appendix 1 may be updated from time to time under clause 15.}

Sub-appendix 1.1 –There is no Sub-appendix 1.1

1.1.1 There is no clause 1.1.1.

1.1.2 There is no clause 1.1.2.

Sub-appendix 1.2

1.2.1 Coding of gas zones

To minimise the number of data fields required in the *AEMO registry* and the *network operators' databases* the concepts of licence area, *sub-network* and *heating value* zones are all coded using a single 5 digit *gas zone code*, as follows:

{Note: The following code is split into two components:

(a) AB – which is held in the existing two digit transmission zone and identifies the *network operator*, licence and *Access Arrangement* coverage; and

(b) CCD – which is held in the existing three digit *heating value* zone and identifies the *sub-network* and *gas zone* within the *sub-network*.}

ABCCD, where:

A is used to indicate who is the *network operator*. A is an alphanumeric field that can range from 2 to Z:
2 = Envestra

B is used to segregate by licence area and *Access Arrangement* Coverage. B is a numerical field:
Envestra in SA:

1 = Envestra SA *GDS*

2 = Envestra Mildura *GDS*

CC is a 2 character alphanumeric code used to identify the *sub-network* within a *GDS* and the code varies dependant on the A code:

Envestra in SA (i.e. where A = 2) CC equals as follows:
01 = Adelaide Metropolitan

02 = Waterloo Corner

03 = Virginia

04 = Wasleys

05 = Freeling

06 = Nuriootpa

07 = Angaston

08 = Murray Bridge

09 = Berri

10 = Mildura

11 = Peterborough

12 = Port Pirie

13 = Whyalla

14 = Mount Gambier

Farm tap sub-networks:

50 = Daveyston

51 = Burra

52 = Nangwarry

53 = Snuggery

54 = Whyalla A

55 = Whyalla B

56 = Whyalla C

57 = Smithfield

58 = Penola

59 = Port Bonython

60 = Angaston A

D is used to identify a *heating value* zone within a *sub-network:*

For Envestra SA, D =

1 = Moomba to Adelaide Pipeline (MAP) or Riverland

2 = MAP + SEAGAS

3 = Katnook

Examples:

The Adelaide Metro *sub network* in Envestra's Adelaide *GDS* supplied by MAP	21011

The Adelaide Metro sub network in Envestra's Adelaide *GDS* supplied by a combined *gas* from MAP and SEAGAS	21012
The Port Bonython Farmtap in Envestra's SA Country *GDS* supplied by MAP	21591
The Smithfield Farmtap in Envestra's Adelaide *GDS* supplied by MAP	21571
The Mount Gambier *sub network* in Envestra's South East *GDS*	21143
Envestra's Mildura *GDS* supplied from Envestra's Riverland Pipeline	22101

1.2.2 Coding of gate points

A *gate point* for a *sub-network* means a point (which may be the same location as a *physical gate point*), which is designated as the *gate point* under clause 15 for the *sub-network* from a *transmission pipeline* and it is the sum of all "*physical gate points*" from that *transmission pipeline* on a *sub-network*.

Examples:

In South Australia there are 4 gate stations (each with an associated *physical gate point*) supplying *gas* to the Adelaide Metropolitan *sub-network* in Envestra's SA *GDS*, three from the MAP (Gepps Cross, Elizabeth and Taperoo) and one from the SEAGAS Pipeline at Cavan. As a result there are two *gate points* one that is the aggregate of the 3 MAP *physical gate points* and one equating to the SEAGAS *physical gate point*.

The same base coding is used to identify *gate points* at which *gas* is supplied into each *sub-network* from each *transmission pipeline*. The coding used is as follows:

ABCCE, where:

A **is used to indicate who is the *network operator*. A is an alphanumeric field that can range from 2 to Z, refer above for details.**

B **is used to segregate by licence area and *Access Arrangement* Coverage. B is a numerical field, refer above for details.**

CC **is a 2 character alphanumeric code used to identify the *sub-network* within a *GDS* and the code varies dependant on the A code, refer above for details.**

E **is used to indicate which *pipeline* the gate is connected to. E is an alpha field that can range from A to Z:**

Envestra in SA: S = SEAGas Pipeline
M = Moomba to Adelaide Pipeline (MAP)

K = Katnook Pipeline
R = Riverland Pipeline

Examples:

The gate point on the MAP that supplies the Adelaide Metro *sub network* in Envestra's SA *GDS*	2101M
The gate point on the SEAGas Pipeline that supplies the Adelaide Metro *sub network* in Envestra's SA *GDS*	2101S
The gate point on the Katnook Pipeline that supplies the Mount Gambier *sub network* in Envestra's SA *GDS*	2114K
The gate point on the Riverland Pipeline that supplies the Mildura *sub network* in Envestra's Mildura *GDS*	2210R

Appendix 2 – Estimation and Verification Methodology

Sub-appendix 2.1 – There is no Sub-appendix 2.1

2.1.1 There is no clause 2.1.1.

2.1.2 There is no clause 2.1.2.

2.1.3 There is no clause 2.1.3.

2.1.4 There is no clause 2.1.4.

2.1.5 There is no clause 2.1.5.

Sub-appendix 2.2

Commented [DM257]: Not carried over to new version

2.2.1 Verification Methodology for Basic Meters

A *Network Operator* must use the methodology for verification and substitution of *metering data* prescribed by the South Australian Metering Code issued by the jurisdictional regulator for South Australia.

2.2.2 Verification Methodology for Interval Meters

A *Network Operator* must use the methodology for verification and substitution of *metering data* prescribed by the South Australian Metering Code issued by the jurisdictional regulator for South Australia.

2.2.3 Estimation Methodology for Basic Meters

A *Network Operator* must use the methodology for estimation of *metering data* prescribed by the South Australian Metering Code issued by the jurisdictional regulator for South Australia.

2.2.4 Estimation Methodology for Interval Meters

A *Network Operator* must use the methodology for estimation of *metering data* prescribed by the South Australian Metering Code issued by the jurisdictional regulator for South Australia.

Sub-appendix 2.3 – AEMO's Estimation Methodology for Gate Point Data, Net System Load and Interval Meters

Estimation of Data for Interval Meters

Commented [DM258]: New clause Appendix A

In relation to estimates for a time interval of the 'Substitution Day' for *net system load* and *interval meters*, AEMO is to create an estimate of the data using the *like day substitution methodology* by using data from the same time interval of the first available 'Preferred Day' (as detailed in the table below) unless:

- The substitution day was a public holiday, in which case the most recent Sunday is to be used.
- The substitution day was not a public holiday but the 'Preferred Day' is a public holiday, in which case the substitution 'Preferred Day' to be used must be the most recent Preferred Day that is not a public holiday.

Substitution Day	Preferred Day (in order of availability)
Monday	Monday**
Tuesday	Tuesday** Wednesday** Thursday**
Wednesday	Wednesday** Tuesday* Thursday** Tuesday**
Thursday	Thursday** Wednesday* Tuesday* Wednesday** Tuesday**
Friday	Friday**
Saturday	Saturday**
Sunday	Sunday**

Note:

* Occurring in the same week as the substitution day.

** Occurring in the week preceding that in which the substitution day occurs.

Examples: If we fail to get data for a site on Monday the 8th of January 2007. In accordance with the table we would first try Monday 1 January 2007, and as this is a public holiday, we next try Monday 25 December 2006, and as this is also a public holiday we finally end up using the data from Monday 18th December 2006 as estimate for Monday the 8th of January 2007.

Similarly if we need data for Friday the 2nd of May 2003, we first try Friday 25 April, ANZAC day, next try Friday 18 April, Good Friday, and finally use Friday 11th April.

Estimation of Data for Gate Point Meters

In relation to estimates for a time interval of the 'Substitution Day' for *gate point metering data*, AEMO is to create an estimate of the *gate point metering data* using the *nomination estimation methodology* as outlined below.

The estimate of the *gate point metering data* is to be created by summing the *pipeline profiled forecast* for the relevant *gate point* for the relevant *gas day*.

Appendix 3 – CALCULATION OF THE MIRN CHECKSUM

Commented [DM259]: Not carried over to new version

3.1.1 Calculating the MIRN checksum

Under these *Procedures*, a one digit checksum is used to reduce the frequency of *MIRN* data entry errors which cause *transfer errors*.

A summary of the algorithm used to create the *MIRN checksum* is:

1. Double the ASCII value of alternate digits within the *MIRN* beginning with the right-most digit.

2. Add the individual digits comprising the products obtained in step 1 to each of the unaffected ASCII value digits in the original number.

3. Find the next highest multiple of 10.

4. The check digit is the value obtained in step 2 subtracted from the value obtained in step 3.

If the result of this subtraction is 10 then the check digit is 0.

Section 3.1.2 provides a worked example of the algorithm. Section 3.1.3 provides samples.

The *MIRN checksum* is always a numeric character.

The checksum is required for applications where data entry occurs and there is a risk of character transposition, for example from paper to electronic systems or through an interactive telephone service.

3.1.2 Worked example

Summary

The logic of the algorithm can be summarised as:

(a) Individually process each numeric character in the *MIRN*, starting with the right most.

(b) For each character:

  (i) convert the character to its ASCII value; and

  (ii) for the right most character and each alternate character reading left, double the ASCII value obtained in Step (b)(i) above; and

  (iii) calculate the sum of the individual digits of the ASCII value to a register holding the total added value for the *MIRN checksum*.

(c) Subtract the total added value register from the next highest multiple of 10.

If the result is 10, the checksum is 0, otherwise the result is the checksum.

The *MIRN* for the example is **5600012357**

Worked example

Step 1: Initialise variables used by the process

(d) **Double_This_Char** is a Boolean that indicates whether the character currently being processed should be doubled.

(e) **Char** is the character currently being processed, as it appears in the *MIRN*.

(f) **ASCII_Char** is the ASCII value of **Char**.

(g) **Total** is the running sum of the digits generated by the algorithm.

(h) **Checksum** is the final result.
At the start of the process:

- **Double_This_Char = True** because the right most character, and then every alternate character, is doubled by the algorithm.
- **Total = 0**
- **Checksum = NULL**

Step 2: Read the *MIRN* character by character, starting with the right most character
eg. Char = 7

Step 3: Convert the character to its ASCII value
eg. ASCII_Char = 55

Step 4: Double the ASCII value if the character is the right most of the *MIRN* or an alternate
eg. ASCII_Char = 110

Double_This_Char = Not Double_This_Char

Step 5: Add the individual digits of the ASCII value to the Total
eg. Total = Total + 1 + 1 + 0 (i.e. Total = 2)

Performing steps 2 through 5 for each character in our example *MIRN* gives the following results:

Character	Total Before	ASCII Value	Double?	Doubled Value	Total After
7	0	55	Y	110	2 (1+1+0)
5	2	53	N	53	10 (2+5+3)

Character	Total Before	ASCII Value	Double?	Doubled Value	Total After
3	10	51	Y	102	13 (10+1+0+2)
2	13	50	N	50	18 (13+5+0)
1	18	49	Y	98	35 (18+9+8)
0	35	48	N	48	47 (35+4+8)
0	47	48	Y	96	62 (47+9+6)
0	62	48	N	48	74 (62+4+8)
6	74	54	Y	108	78 (74+1+0+8)
5	83	53	N	53	91 (83+5+3)

The value of **Total** after processing the entire *MIRN* is 91.

The next highest multiple of 10 is 100.

Therefore, the *MIRN checksum* = 100 – 91 = 9

3.1.3 Samples

The following checksums were calculated under clause 3.1.2. The *MIRN* and *MIRN checksums* are provided to assist *participants* in checking their implementation of the *MIRN checksum* algorithm.

MIRN	*MIRN checksum*	*MIRN*	*MIRN checksum*
5500000278	4	5600000278	2
5500003074	5	5600003074	3
5500008129	2	5600008129	0
5500012357	1	5600012357	9
5500023478	0	5600023478	8
5500047359	4	5600047359	2
5500067253	5	5600067253	3
5500079467	6	5600079467	4
5500089000	8	5600089000	6
5500099352	6	5600099352	4
5500102781	5	5600102781	3
5500139654	8	5600139654	6

MIRN	MIRN checksum	MIRN	MIRN checksum
5500200000	4	5600200000	2
5500289367	3	5600289367	1
5500346583	7	5600346583	5

Appendix 4 – AUDITOR'S DEED OF UNDERTAKING

THIS DEED POLL is made on the day of 20___

RECITALS:

A. Under Part 7.2 of the Retail Market Procedures (South Australia), the Covenantee has appointed the Covenantor as the independent auditor to audit those Records as are necessary to verify the Covenantee's compliance with the Retail Market Procedures (South Australia).

B. During the audit investigations the Covenantor may be provided with or given access to Confidential Information for the purpose of auditing the Covenantee's compliance with the Retail Market Procedures (South Australia) (**"Purpose"**).

C. The Covenantee requires the Covenantor, and all persons whom each Covenantor proposes, and considers it necessary, to give or make Confidential Information available for the Purpose, to provide confidentiality undertakings in the form of this Deed.

D. The Covenantor by this Deed now makes the several promises, undertakings, acknowledgments and warranties contained in this Deed, for the benefit of the Covenantee.

OBLIGATIONS

1. The Covenantor covenants with the Covenantee as follows:

(a) subject to clauses 2 and 3, to keep strictly secret and confidential the Confidential Information and not to divulge or disclose in any manner whatsoever the Confidential Information to any person or use the Confidential Information other than strictly for the Purpose;

(b) that any person who has executed a confidentiality undertaking pursuant to clause 2 will not commit or allow to be committed a breach of the confidentiality undertaking signed by it;

(c) the Covenantor will not reproduce, copy or transcribe, nor allow to be reproduced, copied or transcribed, in any form the Confidential Information, except where (and to the extent) reasonably necessary for the purpose of assisting the Covenantor for the Purpose;

(d) if requested by the Covenantee, the Covenantor will immediately return to the Covenantee, or destroy as the Covenantee directs, all original documents containing any Confidential Information and any copies of those documents and remove from electronic, magnetic or other non-tangible storage all Confidential Information, including in all cases such information combined with any other information, and certify to the Covenantee (in the case of a corporation, signed by a director) that they have discharged its obligations under this clause;

(e) the Covenantor will ensure that the Confidential Information is stored in any manner or form which the Covenantee may reasonably require from time to time;

(f) the Covenantor will maintain an up to date register of all persons to whom the Covenantor has disclosed Confidential Information, and must immediately provide a copy of that register to the Covenantee whenever requested; and

(g) the Covenantor will not, without the prior written consent of the Covenantee, make any enquiries of or hold any discussions with any representatives, directors, employees, officers, financiers, customers, suppliers or consultants of the Covenantee in connection with the Confidential Information or the Purpose.

2. The Covenantor may disclose the Confidential Information to an employee, servant, director, adviser, consultant or agent of the Covenantor, who is assisting the Covenantor for the Purpose, and to any employee of such adviser, consultant or agent involved in assisting the Covenantor for the Purpose, but only if that person has been approved in writing by the Covenantee, informed by the Covenantor about the confidential nature of the Confidential Information, is a person to whom it is necessary to disclose the Confidential Information for the purposes of assisting the Covenantor for the Purpose and only if that person has executed and delivered to the Covenantee a deed of confidentiality in substantially the same form as this Deed.

3. The Covenantor undertakes that if it is compelled to disclose any Confidential Information, or otherwise proposes to disclose any of the Confidential Information because of a *law* or an order of a court or tribunal, the Covenantor:

(a) will provide prompt *notice* to the Covenantee of the same in order that the Covenantee may seek a protective order, exemption from production or other appropriate remedy;

(b) will only disclose the relevant Confidential Information which there is a legal compulsion to disclose; and

(c) will provide the Covenantee with all reasonable assistance and co-operation that they consider necessary to prevent the disclosure of the relevant Confidential Information.

4. The Covenantor acknowledges that the Confidential Information given or made available to the Covenantor contains information that is confidential to the Covenantee and the improper use or disclosure of that Confidential Information may cause loss or damage to the Covenantee. In the event of a breach or threatened breach of the terms of this Deed by the Covenantor, the Covenantee will be entitled to seek an injunction restraining the Covenantor from committing any or further breach of this Deed without having to show or prove any actual damage sustained by the Covenantee.

5. The Covenantor agrees with the Covenantee to indemnify and keep indemnified the Covenantee from and against any loss or expense of any

nature whatsoever, including consequential loss, which the Covenantee may suffer or incur arising directly or indirectly from any breach by the Covenantor or any of the persons referred to in clause 2 of this Deed of the promises, undertakings, acknowledgments and warranties contained in this Deed or in a confidentiality undertaking signed by them.

6. The Covenantor must promptly *notify* the Covenantee if it becomes aware of any suspected or actual unauthorised access, use, copying, disclosure, damage or destruction by any person to whom it has divulged all or any part of the Confidential Information or who becomes aware of the Confidential Information in an unauthorised way and must give the Covenantee all reasonable assistance in connection with any proceedings which the Covenantee may institute against that person for breach of confidence or otherwise.

7. The Covenantor acknowledges and agrees that any Confidential Information provided prior to the execution of this Deed by the Covenantee or by any person acting on its behalf, to the Covenantor, or to an employee, servant, director, adviser, consultant or agent of the Covenantor, or any employee of such adviser, consultant, agent or financier, was imparted in confidence and that any such information shall be subject to the terms of this Deed as if it were disclosed after the date of this Deed.

8. The Covenantor acknowledges that certain of the Confidential Information may comprise information or materials in respect of which the Covenantee, its officers, employees or advisors may at any time wish to claim legal professional privilege and the Covenantor undertakes that it or any person referred to in clause 2 will not at any time take any action, or permit any action to be taken by another person, with the purpose of defeating such claim of legal professional privilege by reason that its disclosure pursuant to this Deed has deprived that Confidential Information of the requisite character of confidentiality.

9. The Covenantor agrees to provide a Report to the Covenantee within 2 months after the end of the year to which the Audit relates, which contains the information and content as set out in clause 359 of the Retail Market Procedures (South Australia).

10. The Covenantor agrees to provide a copy of its Report to any *participant* or Interested Person nominated by the Covenantee.

11. The Covenantor acknowledges and agrees that the right, title, interest and intellectual property in the Report vests in the Covenantee.

12. The Covenantor warrants that it has full legal capacity to provide the several promises, undertakings, acknowledgments and warranties contained in this Deed.

13. The Covenantor warrants that its execution of this Deed is in the proper form and that it believes and intends to be bound by the provisions of this Deed.

14. The Covenantor promises to *notify* the Covenantee immediately if any warranty contained in this Deed ceases to be true and immediately any promise, acknowledgment or undertaking contained in this Deed is breached or is not performed as and when required by this Deed to be performed.

15. The Covenantor acknowledges and agrees that the promises, undertakings, acknowledgements and warranties contained in this Deed are for the benefit of the Covenantee and may be pleaded by any person entitled to the benefit of this Deed in bar to any claim by the Covenantor or any person claiming through the Covenantor.

16. Unless the context otherwise requires, terms in this Deed have the same meaning as given to them in the Retail Market Procedures (South Australia) and in this Deed:

"Confidential Information" means:

(i) the terms of this Deed and the information contained in it and all other information supplied to or received by the Covenantor in connection with the Retail Market Procedures (South Australia) and the Purpose; and

(ii) Intellectual Property Rights in the information and knowledge referred to in paragraph (i) of this definition,

except for:

(iii) any information which was in the public domain prior to its disclosure to the Covenantor or, which after such disclosure, enters the public domain through no act or omission of the Covenantor or any of the persons referred to in clause 2 of this Deed; and

(iv) any information provided to the Covenantor (without restriction as to its use or disclosure by the Covenantor) by a third party who is legally entitled to possess the Confidential Information and provide it to the Covenantor.

"Covenantee" means AEMO or a *participant* (as applicable).

"Covenantor" means ***[insert name and address details of the independent auditor that has been appointed]*.**

"Intellectual Property Rights" means any rights in relation to any copyright, trade mark, design, drawing, patent, know-how, secret process and any other similar proprietary rights and the rights to the registration of the rights, whether created, formed or arising before or after the date of this Deed.

"person" will be taken to include a body corporate, an unincorporated association, a firm or partnership (whether limited or unlimited) and an authority or organisation notwithstanding that any of them may not be legal persons and includes a person's executors, administrators, heirs, successors and assigns.

"**Records**" means those records required to be kept by the Covenantee for the purposes of an audit conducted under Part 7.2 of the Retail Market Procedures (South Australia).

"**Report**" means the report prepared by the Covenantor as a result of undertaking the purpose in accordance with this Deed.

"**Retail Market Procedures (South Australia)**" means the market procedures dated [insert date] made in accordance with the National Gas Law and the Rules.

(b) A reference to the publishing of information will be taken to include a reference to the dissemination or communication of that information in any manner or form whatsoever.

(c) A reference to the copying or storage of information will be taken to refer to any form of reproduction, copying or storage, including, but not limited to, reproduction, copying or storage in electronic, electronically assisted, or magnetic form or microform.

(d) A reference to Confidential Information will include a reference to the whole or part thereof, and will extend to include the Intellectual Property Rights in the Confidential Information.

(e) Where two or more persons undertake an obligation or give a warranty, they do so, and an obligation or warranty in favour of two or more persons benefits them jointly and severally. A word importing a gender includes every other gender.

(f) This Deed will be construed and take effect in accordance with the *laws* of the jurisdiction in which the Covenantee resides and the applicable *laws* of the Commonwealth.

(g) The warranties, promises, acknowledgments and undertakings given in this Deed are continuing.

(h) Waiver of any right arising from a breach of this Deed or of any right, power, authority, discretion or remedy arising upon default under this Deed must be in writing and signed by the party granting the waiver. A failure or delay in exercise, or partial exercise, of a right arising from a breach of this Deed, or a right, power, authority, discretion or remedy created or arising upon default under this Deed, does not result in a waiver of that right, power, authority, discretion or remedy.

(i) Any *notice* or consent required to be given under this Deed must be in writing and shall be deemed to have been duly made or given if sent by facsimile clearly marked "urgent", to a person at the destination set out below in respect of that person or such other destination as that person may from time to time provide (and is deemed to have been received on the date of transmission provided the sender's facsimile machine produced a simultaneous report of complete and satisfactory transmission):

(i) **Covenantee:**

[*Name of Covenantee*]

[*Address of Covenantee*]

Facsimile No: [*Insert Facsimile Number*]

Attention: [*Insert Name of Person and Title*]

(ii) **Covenantor:**

[*Name of Independent Auditor*]
[*Address of Independent Auditor*]

Facsimile No: [*Insert Facsimile Number*]
Attention: [*Insert Name of Person and Title*]

EXECUTED AS A DEED

Signed for and on behalf of	)
[ ]	)
by	)
Position:	)
	)
in the presence of:	)

.....

(Witness signature)

.....

(Witness name)

.....

(Witness address)

Appendix 5 – CALCULATIONS, ROUNDING AND UNITS

Commented [DM260]: New clause 1.2.2

5.1.1 Rounding

Where a *participant, pipeline operator* or *prescribed persons* is required to calculate a value under these *Procedures*, the calculation must not truncate any value.

A derived value has accuracy equal to the accuracy of the least accurate input variable to the calculation.

For example:

For a value derived from the product of two variables, one accurate to two decimal places and one accurate to three decimal places, the product will initially be set to three decimal places to allow for rounding to a final precision of two decimal places.

Rounding will only be applied to the final value derived in the calculation process. If the last digit is a 5, the value is rounded up.

For example:

ROUND	2.14	to one decimal place	equals 2.1
ROUND	2.15	to one decimal place	equals 2.2
ROUND	2.159	to one decimal place	equals 2.2
ROUND	2.149	to two decimal places	equals 2.15
ROUND	1.485	to two decimal places	equals 1.49

5.1.2 Calculations

In all cases:

$$TE = PCF \times HV \times V$$

where:

TE = total energy;

PCF = *pressure correction factor*;

HV = Heating Value; and

V = volume.

Example 1 Total Energy Calculation:

PCF of 1.0989

HV of 39.81

Volume of 200

Total energy = 1.0989 * 39.81*200

= 8749.4418

Rounded to 8749

Example 2 Total Energy Calculation:

PCF of 1.0989

HV of 41.89

Volume of 200

Total energy = 1.0989 * 41.89* 200

= 9206.5842

Rounded to 9207

Example 3 Total Energy Calculation:

PCF of 1.0989

HV of 38.55

Volume 345 hundred cubic feet

Total energy = 1.0989*38.55*(345*2.832)

= 41389.94982

Rounded to 41390

5.1.3 Units

The total energy calculated by *network operators* will be expressed in megajoules for all *meters*.

Appendix 6 – THERE IS NO APPENDIX 6

6.1.1 There is no clause 6.1.1.

6.1.2 There is no clause 6.1.2.

6.1.3 There is no clause 6.1.3.

Appendix 7 – There is no Appendix 7

Appendix 8 – There is no Appendix 8

Appendix 9 – There is no Appendix 9

Appendix 10 – There is no Appendix 10

Appendix 11 – HEATING DEGREE DAY FOR SOUTH AUSTRALIA

Commented [DM261]: New clause Appendix B

Sub-appendix 11.1 – HDD zones

(A1)

(a) AEMO must maintain and publish a *Register of Weather Related Information* used to measure weather data.

(b) At least 10 *business days* prior to making any amendment to the list of w eather observation stations and HDD Coefficients described in section 4, AEMO must inform the Gas Retail Consultative Forum (GRCF) of the change.

(1) For the purposes of clause 177, South Australia contains the following *positive HDD zones*:

(a) Northern *HDD zone*

(b) Adelaide *Region HDD zone*

(c) Riverland *HDD zone* and

(d) Mount Gambier *HDD zone*

The designated weather observation station for the *HDD zone* described in sub clause (a) to (d) are published in the register described in clause A1

(2) For the purposes of clause 177, South Australia contains the following *negative HDD zones*:

(a) Adelaide Metropolitan *HDD zone*

The designated w eather observation station for the *HDD zone* described in sub clause (a) is published in the register described in clause A1

(3) A *basic-metered delivery point*:

(a) is in the Northern *HDD zone* if the *basic-metered delivery point* is located in one of the following *gas zones*:

11 – Peterborough

12 – Port Pirie

13 – Whyalla

54 – Whyalla A

55 – Whyalla B

56 – Whyalla C

59 – Port Bonython

(b) is in the Adelaide Region *HDD zone* if the *basic-metered delivery point* is located in one of the following *gas zones*:
02 – Waterloo Corner

03 – Virginia

04 – Wasleys

05 – Freeling

06 – Nurioopta

07 – Angaston

08 – Murray Bridge

50 – Daveyston

51 – Burra

57 – Smithfield

60 – Angaston A

(c) is in the Riverland *HDD zone* if the *basic-metered delivery point* is located in one of the following *gas zones*:
09 – Berri

10 – Mildura

(d) is in the Mount Gambier *HDD zone* if the *basic-metered delivery point* is located in one of the following *gas zones*:
14 – Mount Gambier

52 – Nangwarry

53 – Snuggery

58 – Penola.

(e) is in the Adelaide Metropolitan *HDD zone* if the *basic-metered delivery point* is located in one of the following *gas zones*:
01 – Adelaide Metropolitan.

Sub-appendix 11.2 – Coefficients for heating degree day calculations

AEMO must use the value published in the register described in clause (A1) for each coefficient in its calculations under clause 177:

Appendix 12– There is no Appendix 12