Schedule 2: Form of Contract Document

**CAPACITY TRADE AGREEMENT (SHIPPER TO SHIPPER CAPACITY SERVICE)**

**Contract Date:**  20

**Between**

[*Party name and ABN*] of [*address*] (“**Seller**”); and

[*Party name and ABN*] of [*address*] (“**Buyer**”).

**Background**

1. The Seller holds rights to use gas transportation capacity between the Receipt Point and the Delivery Point.
2. The Buyer wishes to transport gas from the Receipt Point to the Delivery Point.
3. The Seller has agreed to provide, and the Buyer has agreed to pay for, the Capacity Service, on the terms set out in this Contract Document and the Standard Terms and, if applicable, the Master Capacity Trading Schedule, which together comprise the agreement between the parties.

**The parties agree as follows**

1. Definitions and interpretation
   1. Definitions

In this agreement:

* + 1. ***Master Capacity Trading Schedule*** means the document (if any) identified in item 1 of the annexure to this agreement;
    2. ***Standard Terms*** means the Capacity Trade Agreement Standard Terms (Shipper to Shipper Capacity Service) in the form most recently published by the Australian Energy Market Operator Ltd at the Contract Date;
    3. ***Special Conditions*** means the special conditions, if any, in the annexure to this agreement; and
    4. other capitalised words and phrases have the meaning given to them in this agreement or in the Standard Terms.
  1. Interpretation

The rules of interpretation in the Standard Terms also apply to this Contract Document.

1. Agreement to be bound
   * 1. By executing this Contract Document, the parties are entering into and are bound by an agreement comprising this Contract Document (including its annexure) and the Standard Terms and, if applicable, the Master Capacity Trading Schedule.
     2. The Standard Terms and any Master Capacity Trading Schedule are incorporated into, and form part of, this agreement.
     3. The Standard Terms and any Master Capacity Trading Schedule apply in accordance with the Contract Document and are to be read subject to any Special Conditions in the Contract Document.

**EXECUTED** as an agreement

*[Select preferred method of execution.]*

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by [name of party] in accordance with section 127 of the *Corporations Act* *2001* by: | )  )  )  ) |  |
| Director    Name  (BLOCK LETTERS) |  | Director/Secretary    Name  (BLOCK LETTERS) |

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[NAME OF PARTY]** in the presence of: | )  )  )  ) |  |
| Signature of Witness    Name of Witness  (BLOCK LETTERS) |  |  |

Annexure

Agreement Specifications

1. Master Capacity Trading Schedule

*Delete whichever is not applicable:*

The parties have not entered into a Master Capacity Trading Schedule.

*or*

The Master Capacity Trading Schedule between the parties dated [*insert date*] applies to this Agreement. Each item specified in the Master Capacity Trading Schedule applies to this Agreement unless that item is completed in this Contract Document, or as otherwise specified in the Special Conditions.

1. Service Details
   1. Contract Quantity (in GJ/ Gas Day)

### *Insert the gas transportation capacity the subject of the Capacity Service.*

* 1. Service Term
     1. Start date

*Insert the first Gas Day in the Service Term.*

* + 1. End date

*Insert the last Gas Day in the Service Term.*

* 1. Delivery Point

*Insert Delivery Point details.*

* 1. Receipt Point

*Insert Receipt Point details*

* 1. Pressure ranges
     1. Receipt Point

*Insert pressure ranges for Receipt Point.*

* + 1. Delivery Point

*Insert pressure ranges for Delivery Point.*

* 1. Gas Specifications: Additional requirements

*Insert additional gas specification requirements, if any.*

* 1. Gas Day

*Insert the start time for the Gas Day under this agreement.*

* 1. Specified Curtailment Events
     1. Transporter Maintenance Event

*Specify whether Transporter Maintenance Event applies to this agreement.*

* + 1. Other events

*Specify any other events that are to be treated as Specified Curtailment Events.*

1. Prices and settlement
   1. Contract Price ($/GJ/Gas Day)

*Insert the price for the Capacity Service in $/GJ/Gas Day.*

* 1. System Use Gas Charge

*Insert the details of the System Use Gas Charge if applicable to this agreement, including the method of calculation.*

* 1. Other charges

*Insert the details of any other charge to be included in the Service Charge if applicable to this agreement, including the method of calculation.*

* 1. Credit Support
     1. Seller

*Specify the Credit Support to be provided by the Seller.*

* + 1. Buyer

*Specify the Credit Support to be provided by the Buyer.*

* 1. Acceptable Credit Support Provider

*Specify alternative definition, if any.*

* 1. Accounts for payments
     1. Seller

*Specify the account for payments to the Seller.*

* + 1. Buyer

*Specify the account for payments to the Buyer.*

* 1. Settlement Date

*Insert the Settlement Date if applicable, or delete. If no Settlement Date is specified then payment is monthly in arrears in accordance with the Standard Terms.*

* 1. Balancing Gas Price (Buyer) ($/GJ)

*Insert the price payable by the Buyer for Pipeline Commodity Imbalance in $/GJ.*

* 1. Balancing Gas Price (Seller) ($/GJ)

*Insert the price payable by the Seller for Pipeline Commodity Imbalance in $/GJ.*

1. Nominations
   1. Nomination Deadlines

*Insert the last time by which nominations must be given, if different from clause 4.*

* + 1. Nomination Deadline for each month
    2. Nomination Deadline for each Week:
    3. Nomination Deadline for each Gas Day:
    4. Nomination Deadline for Renominations (if applicable):
  1. Week

*Insert the first day of the Week for which nominations must be given. If a day is not specified the Week will begin on a Saturday.*

* 1. Renomination

*Specify whether Renomination applies to this agreement.*

* 1. Nomination Procedure
     1. Seller

Phone number

Email address

* + 1. Buyer

Phone number

Email address

* 1. Title Transfer

*Specify whether Title Transfer applies to this agreement.*

* 1. Within tolerance variations

*Specify the tolerance threshold for Delivery Variance at the Receipt Point or Delivery Point. If no tolerance threshold is applicable specify zero.*

* + 1. Delivery Variance tolerance threshold at the Receipt Point:
    2. Delivery Variance tolerance threshold at the Delivery Point:
  1. Outside tolerance variations

*Specify what amount, if any, must be paid if the Delivery Variance outside the threshold, including the method of calculation*.

1. Special Conditions:

*Insert any Special Conditions applicable to this agreement.*