# LETTER OF AGREEMENT

## (GSH REALLOCATIONS)

The Purpose of this Letter of Agreement is to facilitate the processing of Reallocations under clause 16 of the Gas Supply Hub Exchange Agreement. AEMO requires that Reallocation Requests be offered for registration under the terms set out below. Consent to these terms is given by completing, signing and forwarding this document to AEMO.

## AEMO DETAILS (“AEMO”)

Name: Australian Energy Market Operator Limited

ABN: 94 072 010 327

## MARKET PARTICIPANT DETAILS ("Participant")

Participant Name:

Participant ABN:

Authorised User ID:

Your signature on this Letter of Agreement acknowledges that you have all power and authority to enter into this Letter Agreement on behalf of the Participant and the Participant agrees to be bound by the terms and conditions of this Letter of Agreement as set out overleaf

This agreement may be executed in counterparts. All counterparts when taken together are deemed to constitute one instrument. The counterparts may be executed and delivered by email or other electronic signature by one or more of the parties and the receiving party or parties may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

|  |  |
| --- | --- |
| Signed for and on behalf of Participant by:  Authorised Signature  Name (Please Print)  Title  Date | Signed for and on behalf of AEMO by:  Authorised Signature  Name (Please Print)  Title  Date |

# DEFINITIONS

For the purposes of this Letter of Agreement:

“**Authorised User ID**” means the designated user account nominated by the Participant for the purposes of sending reallocation requests under this Letter Agreement.

“**Exchange Agreement**” means the Gas Supply Hub Exchange Agreement to which AEMO and the Participant are parties, as published by AEMO on its website from time to time.

“**Reallocation Procedures**” means the procedures of that name made by AEMO under the Exchange Agreement, as published by AEMO on its website from time to time.

“**Reallocation Request Service**” means the electronic browser-based facility for the creating, submitting and authorising of reallocation requests to be sent for validation by AEMO.

Capitalised terms defined in the Exchange Agreement or the Reallocation Procedures have the same meanings when used in this Letter of Agreement.

# REALLOCATION SERVICE

* 1. Participant agrees to create, submit and authorise Reallocation Requests using the Reallocation Request Service in accordance with the terms of this Letter of Agreement.
  2. A Reallocation Request is not valid unless it has been accepted electronically by the Reallocation Request Service. If the Reallocation Request Service is not functioning then temporary alternative arrangements for lodging and authorising urgent requests may be agreed with AEMO.
  3. All Reallocation Requests are to comply with clause 16 of the Exchange Agreement and the Reallocation Procedures, and be in the form as determined by AEMO from time to time,
  4. AEMO will act on Participant’s Reallocation Request only if the request has been authorised by another Market Participant within the timetable set out in the Reallocation Procedures.
  5. Nothing in this Letter of Agreement fetters AEMO’s powers, obligations or discretions under clause 16 of the Exchange Agreement.

# AUTHORISED USER

* 1. All Reallocation Requests sent to AEMO by Participant must be submitted or authorised under Participant’s authorised user ID.
  2. Participant is responsible for creating and maintaining user name(s), password(s) and account designation(s) for the authorised user. Participant is responsible for maintaining the confidentiality of the user name(s), password(s) and account(s), and is fully responsible for all activities that occur under Participant’s user name(s), password(s) or account(s). Participant agrees to:
     1. immediately notify AEMO of any unauthorised use of Participant’s user name(s), password(s) or account designation(s) or any other breach of security; and
     2. ensure that the Authorised User name(s), password(s) and account(s) are only used by persons authorised by Participant.
  3. AEMO cannot and will not be liable for any loss or damage arising from unauthorised use of the authorised user username(s), password(s) or account(s).

# AEMO'S LIABILITY

* 1. AEMO provides the Reallocation Request Service without any warranties or guarantees. Participant uses the Reallocation Request Service at its own risk.
  2. To the extent permitted by law, AEMO excludes liability for all losses, costs, damages and expenses incurred or suffered by Participant or any third party directly or indirectly from Participant’s use of the Reallocation Request Service, whether arising in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis including, without limitation, liability in connection with:
     1. any errors, inaccuracies or omissions in the material and data communicated via the Reallocation Request Service and Participant’s reliance on such material or data;
     2. loss or disclosure of Participant specific data;
     3. any technical problems Participant may experience with the Reallocation Request Service;
     4. incompatibility of the Reallocation Request Service with any of Participant’s equipment, software or telecommunications links;
     5. technical problems including errors or interruptions of the Reallocation Request Service;
     6. unsuitability, unreliability or inaccuracy of the Reallocation Request Service; and

inadequacy of the Reallocation Request Service to meet Participant’s requirements.

# PREVIOUS AGREEMENTS TERMINATED

This Letter of Agreement supersedes all previous agreements entered into between the parties in respect of *reallocation* *transactions* for *energy offsets* or *dollar offsets*, and the parties agree that any such previous agreement terminates on the date of this Letter of Agreement.

# GOVERNING LAW

This Letter of Agreement is governed by and shall be construed in accordance with the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

COMPANY LETTERHEAD

Date: DD Month YYYY

Group Manager - Market Management

Australian Energy Market Operator Limited

Level 12, 171 Collins Street

Melbourne VIC 3000 Dear Sir/Madam

**Letter of Agreement - *Reallocation Request (*Gas Supply Hub)**

Please find enclosed the signed Letter of Agreement for <Name of Company> in relation to the submission and authorisation of reallocation requests to AEMO under the Gas Supply Hub Exchange Agreement via the Reallocation Request Service.

[Note, if a hard copy of the Letter of Agreement is signed and delivered by mail, you must provide two (2) copies of the signed Letter of Agreement to AEMO. If the Letter of Agreement is signed and delivered electronically, you only need to provide one (1) copy of the signed Letter of Agreement to AEMO.]

<Name of Company> nominate the below staff members as the authorised contact/s for managing security of the Reallocation Request Service client user account.

|  |  |  |
| --- | --- | --- |
|  | **Staff member** | **E-mail address** |
| **Primary Contact** |  |  |
| **Back-up Contact** |  |  |

<Name of Company> will notify AEMO if the above details change.

If the Letter of Agreement is signed electronically, the electronic counterpart signed by AEMO will be emailed to the person specified below:

If hard copy of the Letter of Agreement has been provided, it is understood that AEMO will sign both agreements and forward one to person specified below.

<Name of Person>

<Title>

<Name of Company

<Email Address>

Yours sincerely

Position title