

**WESTERN
AUSTRALIAN
GOVERNMENT
Gazette**

3273



PERTH, WEDNESDAY, 28 JUNE 2000 No. 121 SPECIAL

PUBLISHED BY AUTHORITY JOHN A. STRIJK, GOVERNMENT PRINTER AT 3.30 PM

GAS CORPORATION (BUSINESS DISPOSAL) ACT 1999

TRANSFER ORDER

NOTICE FIXING RELEVANT DAY

**GAS CORPORATION (BUSINESS DISPOSAL)
(GAS TARIFFS) REGULATIONS 2000**

**NOTICE OF APPROVED CONTRACT
(TARIFF CONSUMERS)**

ENERGY COORDINATION ACT 1994

**ENERGY COORDINATION (GAS TARIFFS)
REGULATIONS 2000**

**NOTICE OF APPROVED CONTRACT (CAPPED
TARIFF FOR NEW CUSTOMERS)**

GAS PIPELINES ACCESS (WESTERN AUSTRALIA) ACT 1998

**GAS PIPELINES ACCESS (WESTERN
AUSTRALIA) ORDER 2000**

GAS CORPORATION (BUSINESS DISPOSAL) ACT 1999**TRANSFER ORDER**

Made by the Minister under Section 15(1)

I, Colin James Barnett, Minister for Energy, order that—

- (a) 8.00am on 1 July, 2000 is to be the transfer time for this order;
- (b) each asset of the corporation specified in Column 1 of Part 1 of Table B, and all rights and liabilities of the corporation arising from or in connection with each such asset, but—
 - (i) not any asset specified in Part 2 of Table B;
 - (ii) not any liability specified in Part 3 of Table B,
 is, by operation of section 16, to be assigned to the person specified or referred to opposite that asset in Column 2 of Part 1 of Table B;
- (c) each liability of the corporation specified in Column 1 of Table C, but not any Excluded Liabilities, is, by operation of section 16, to be assigned to the person specified or referred to opposite that liability in Column 2 of Table C;
- (d) subject to paragraphs (b) and (c) of this order, each contract and instrument specified or referred to in Column 1 of Part 1 of Table B and Column 1 of Table C is, by operation of section 16, to have effect as if references to the person specified or referred to in Column 2 of Part 1 of Table B and Column 2 of Table C were substituted for references to the corporation, in its capacity as the holder of Rights in the assets the subject of this order, or in the relevant contract or instrument; and
- (e) the proceedings in which the corporation is to be substituted by AlintaGas Limited (ACN 087 857 001) as a party are specified in Table D.

Unless the contrary intention appears, words and expressions used in this order have the meaning ascribed by the Act or specified in Table A.

The schedules referred to in this order have been signed by me for identification and may be inspected during normal office hours at the premises of the Office of Energy, Level 9, 197 St Georges Terrace, Perth.

TABLE A
DEFINITIONS

“Access Rights” means the access rights conferred on the corporation pursuant to section 34 of the Dampier to Bunbury Pipeline Act 1997 by the DBNGP Land Access Minister under instruments entitled “Access Rights Instrument—High Pressure” and “Access Rights Instrument—Distribution” respectively, to commence on 30 June 2000.

“Act” means the Gas Corporation (Business Disposal) Act 1999.

“Authorisation” includes—

- (a) any authorisation, approval, agreement, indemnity, guarantee, consent, licence, permit, franchise, permission, filing, registration, resolution, direction, declaration and exemption, of a Governmental Agency; or
- (b) in relation to anything which will be prohibited or restricted in whole or in part by Law if a Governmental Agency intervenes or acts in any manner within a specified period after notification to it, the expiry of that period without intervention or action of the relevant Governmental Agency.

“Books and Records” means originals and copies in machine readable or printed form (of the whole or relevant parts or extracts thereof) of all registers, books, reports, correspondence, files, records, accounts or documents, immediately prior to the transfer time, owned by the corporation and used or generated in connection with, or which are required for, the ownership, operation and maintenance of the assets of the Businesses.

“Businesses” means collectively all of the business, operations, assets, liabilities, rights, obligations and contracts of the Distribution Business, the Trading and RM&S Business, the Business Services Division and Corporate Services, conducted immediately prior to the transfer time by the corporation.

“Business Services Division” means the division of the corporation, immediately prior to the transfer time, responsible for providing support services for the Distribution Business and the Trading and RM&S Business.

“Computer Equipment” means the computer equipment, immediately prior to the transfer time, used by the corporation for or in relation to operation of the Businesses including, without limiting the generality of this class of asset, personal computers, network servers, workstations, network and desktop printers, and any associated operating software.

“Corporate Services” means services, immediately prior to the transfer time, provided by the corporation’s General Counsel branch and Public Affairs branch, to the corporation.

“Distribution Access MoU” means the document entitled “Memorandum of Understanding for the Trading Business’ Entitlement to Take Delivery of Gas from the Gas Distribution System” expressed to be made between the corporation in its capacity as the distribution business and the corporation in its capacity as the trading business pursuant to Regulation 104 of the Gas Distribution Regulations 1996 and dated 31 December 1996.

“Distribution Business” means the gas distribution business, immediately prior to the transfer time, of the corporation.

“Distribution Licences” means the distribution licences issued by the Coordinator of Energy under Part 2A of the Energy Coordination Act 1994 licensing the corporation to construct, alter, operate and maintain, and to transport gas through the Distribution System.

“Distribution System” means the gas distribution system owned and operated immediately prior to the transfer time by the corporation, including, without limiting the generality of this class of asset, the following systems—

- (a) Mid-West and South-West gas distribution systems, comprising a number of sub-networks distributing natural gas in the mid-west and south-west of the State, in particular at the following locations in the State—
 - (i) Perth Metropolitan area including without limitation Ellenbrook, Rockingham and Mandurah;
 - (ii) Geraldton;
 - (iii) Eneabba;
 - (iv) Muchea;
 - (v) Pinjarra;
 - (vi) Harvey;
 - (vii) Kemerton;
 - (viii) Bunbury;
 - (ix) Capel; and
 - (x) Busselton;
- (b) Kalgoorlie-Boulder gas distribution system, distributing natural gas in the Kalgoorlie-Boulder region of the State;
- (c) Albany gas distribution system, distributing liquefied petroleum gas in the Albany region of the State; and
- (d) The Vines gas distribution system, distributing liquefied petroleum gas in The Vines development in the Swan Valley region of the State.

“Distribution System Assets” means—

- (a) the pipes comprising the transmission pressure laterals;
- (b) the pipes comprising the high pressure distribution system;
- (c) the pipes comprising the medium pressure distribution system;
- (d) the pipes comprising the low pressure distribution system;
- (e) the pipes comprising the service pipes, connecting a main with a premises to which gas is (or is to be) delivered;
- (f) the pressure reduction regulators;
- (g) the valves;
- (h) the meters; and
- (i) all plant and equipment connected with, incidental to, or associated with any of the items referred to in paragraphs (a) to (h),

relating to or forming part of the Distribution System.

“Employees” means the employees of the corporation who have accepted in writing an offer of employment from either AlintaGas Limited (ACN 087 857 001) or AlintaGas Networks Pty Ltd (ACN 089 531 975) commencing on the day on which the transfer time occurs.

“Employee Liabilities” means all liabilities relating to a time or period prior to the transfer time, of the corporation, relating to Employees including, without limiting the generality of this class of liability, all—

- (a) superannuation and workers compensation and related common law liabilities;
- (b) statutory entitlements including annual leave, long service leave and sick leave which the Employees have not elected in writing to have paid to them by the corporation on or after commencing employment with AlintaGas Limited (ACN 087 857 001) or AlintaGas Networks Pty Ltd (ACN 089 531 975);
- (c) continuing entitlement derived from previous service with the State Energy Commission of Western Australia, including when it was known as the State Electricity Commission, or the corporation; and

- (d) liabilities under any award or certified agreement under the Workplace Relations Act 1996 (Cth) or any Australian Workplace Agreement.

“Excluded Liabilities” means—

- (a) any liability under or in relation to the Asset Sale Agreement entered into by the corporation with Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289) and others on or about 3 March 1998 or under or in relation to the Confidentiality Release Deed entered into by the same parties and the State of Western Australia on the same date;
- (b) any liability of the corporation under the Share Sale Agreement entered into, or to be entered into, between the corporation and the cornerstone investor;
- (c) any liability for payments to be made by the corporation to the Government Employee Superannuation Board for contributions to superannuation schemes or pension schemes due on or prior to the transfer time;
- (d) any liability arising out of the enquiry commenced in 1999 by the Australian Competition and Consumer Commission into the corporation’s use of market power, under the Trade Practices Act 1994;
- (e) any liabilities arising out of the activities previously conducted on gas works sites at Albany, East Perth, Geraldton, Fremantle and Spearwood by predecessors of the corporation;
- (f) any liability arising out of a claim for compensation for the compulsory acquisition of land made by Brookside Lane Pty Ltd (ACN 008 996 254) which related to the acquisition of land for the extension of the Dampier to Bunbury Natural Gas Pipeline;
- (g) any liability under the consultancy services agreement dated 1 February 2000 entered into between the corporation and Ian Baker;
- (h) any liability under contracts appointing or retaining consultants or advisers in relation to the disposal of the Businesses under the Act, including without limiting the generality of the foregoing, contracts with PPK Environment & Infrastructure Pty Ltd, Worley Limited, KPMG, Deutsche Bank AG, Ward Holt Pty Ltd, Sands Print Group Ltd, Graphica Pty Ltd and Sightworks Pty Ltd, Computershare Registry Services Pty Ltd, and the joint lead managers to the initial public offering of securities in AlintaGas Limited, and leases of premises in the Central Park Building and the AMP Building.

“Financial Indebtedness” means any moneys borrowed or raised by the corporation and outstanding immediately prior to the transfer time; for the purpose of meeting any liability in constructing, commissioning, acquiring, owning or having the use of, or operating and maintaining any of the assets the subject of this order.

“Freehold Land” means, collectively, the land described Schedule 1 and all fixed improvements on that land.

“Furniture and Fittings” means the furniture and fittings used by the corporation, immediately prior to the transfer time, for or in relation to operation of the Businesses.

“Gas Purchase Contracts” means all of the contracts pursuant to which the corporation agrees to purchase gas from gas producers, including, without limiting the generality of this class of asset, the contracts described in Schedule 2 and any variations to them entered into prior to the transfer time.

“Gas Sales Contracts” means all of the contracts pursuant to which the corporation agrees to sell gas to gas customers, including, without limiting the generality of this class of asset, the contracts described in Schedule 3 and any variations to them entered into prior to the transfer time.

“Gas Transmission Contracts” means all of the contracts pursuant to which the corporation is provided with gas transportation services in either the Dampier to Bunbury Natural Gas Pipeline or the Goldfields Gas Transmission Pipeline including, without limiting the generality of this class of asset, the contracts described in Schedule 4 and any variations to them entered into prior to the transfer time.

“Governmental Agency” means, in respect of the relevant country, any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether federal, state, territorial or local, statutory or otherwise, anywhere in the world.

“Insurance Policies” means—

- (a) the insurance policies and any rights to claim under them, described in Schedule 5; and
- (b) to the extent not allocated elsewhere in this order, insurance policies entered into by the corporation or transferred to it in the transfer order made under section 44 of the Energy Corporations (Transitional and Consequential

Provisions) Act 1994 which have lapsed prior to the transfer time including, without limiting the generality of this class of asset, any workers' compensation policies.

"Intellectual Property Rights" means all rights (including rights of ownership, rights or licences to use, rights arising through use and rights the subject of applications to register) of the corporation, immediately prior to the transfer time, in respect of—

- (a) all know-how, trade secrets, ideas, concepts, technical and operational information and other information relating to the Businesses which, by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to the corporation or to any third party with whose consent or approval the corporation uses the confidential information; and
- (b) all designs, copyright, methods, inventions (whether patented or not), patents (granted or pending), eligible layout rights, product names, computer software and other industrial and intellectual property rights, whether Australian or foreign, that are subsisting in, owned, used or licensed for use by the corporation in connection with the Businesses (whether or not registered and whether within or outside Australia),

including, without limiting the generality of this class of asset, the pending or granted patents, names, logos and trademark applications and registrations described in Schedule 6.

"Law" includes any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, proclamation, subordinate legislation, by-law, judgment, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter, including a rule, ruling or guideline of the Federal Treasurer, Foreign Investment Review Board, the Australian Competition & Consumer Commission or National Competition Council or any other Governmental Agency.

"Linepack" means all the gas in the Distribution System, immediately prior to the transfer time.

"Operating Contracts" means, collectively, all the operating contracts, immediately prior to the transfer time, pursuant to which the corporation has contracted to acquire goods, services or Rights to be applied in the ongoing operation of the Businesses and all treasury, financing and risk management contracts, including, without limiting the generality of this class of asset, those formal contracts, commitments and orders placed by the corporation, described in Schedule 7.

"Operational Payments" means monies paid or to be paid for goods, services or Rights provided or delivered to the corporation, and for goods, services or Rights to be delivered to the corporation, as the case may be, in the ordinary course of business of the Businesses.

"Operational Receipts" means monies received or to be received for goods, services or Rights provided or delivered by the corporation, and for goods, services or Rights to be delivered by the corporation, as the case may be, in the ordinary course of business of the Businesses or in the use or operation of the assets of the Businesses including, without limiting the generality of this class of asset, the Rights of the corporation to be paid for gas supplied to third persons.

"Other Land Interests" means all assets and rights in connection with all easements, access entitlements, reservations, restrictive covenants and caveats, immediately prior to the transfer time, used by the corporation for or in relation to the operation of the Distribution Business including, without limiting the generality of this class of asset, the easements described in Schedule 8.

"Premises Leases" means, collectively, the instruments, recording the terms of the corporation's rights in respect of premises, not owned by the corporation, and occupied by the corporation as a lessee, sub-lessee or licensee which are described in Schedule 9 and any variations to them entered into prior to the transfer time.

"Retained Matters" means any asset, right, contract or any other matter or information to be retained by the corporation, including without limiting the generality of the foregoing, those things described in Schedule 10.

"Right" means any right, power, privilege or immunity whether actual, contingent or prospective, or of a capital or revenue character, relating to or attaching or accruing by reason of ownership of, rights of use of or contractual entitlement to any relevant property or services.

"Schedule" means a schedule of this order.

"Spare Parts" means all the inventory of spare parts held by the corporation for use, immediately prior to the transfer time, for or in relation to operation of the Businesses including, without limiting the generality of this class of asset, transmission pressure pipe, high pressure pipe, medium pressure pipe, low pressure pipe, service pipes, meters, pressure reduction facilities and valves.

“Tax Equivalent Payment” means any payment required to be made by the corporation to the Treasurer under the State Enterprises (Commonwealth Tax Equivalent) Act 1996 or under section 79 of the Gas Corporation Act 1994.

“Telecommunication Equipment” means the telecommunication equipment, immediately prior to the transfer time, used by the corporation for or in relation to operation of the Businesses including, without limiting the generality of this class of asset, mobile radios, cellular phones, satellite telephones, PABX, facsimile machines and photocopiers.

“Trading and RM&S Business” means collectively, the gas trading and retail marketing businesses, immediately prior to the transfer time, of the corporation.

“Trading Licences” means the trading licences issued by the Coordinator of Energy under Part 2A of the Energy Coordination Act 1994 licensing the corporation to sell gas to small use customers.

“Vehicles and Machines” means the licensed vehicles and machines together with any licences for their use under the Road Traffic Act 1974, described in Schedule 11.

TABLE B
ASSIGNMENT OF ASSETS

Part 1—Assigned Asset

Column 1		Column 2	
Item	Asset	Item	Specified Person
1.	Access Rights	1.	AlintaGas Networks Pty Ltd ACN 089 531 975
2.	Books and Records to the extent that they relate principally to:	2.	
2.1	the Distribution Business	2.1	AlintaGas Networks Pty Ltd ACN 089 531 975
2.2	the Trading and RM&S Business	2.2	AlintaGas Sales Pty Ltd ACN 089 531 984
2.3	the Business Services Division and Corporate Services	2.3	AlintaGas Limited ACN 087 857 001
3.	Computer Equipment	3.	AlintaGas Limited ACN 087 857 001
4.	Distribution Access MoU to the extent it is expressed to be entered into by the corporation in its capacity as:	4.	
4.1	the distribution business	4.1	AlintaGas Networks Pty Ltd ACN 089 531 975
4.2	the trading business	4.2	AlintaGas Sales Pty Ltd ACN 089 531 984
5.	Distribution Licences	5.	AlintaGas Networks Pty Ltd ACN 089 531 975
6.	Distribution System	6.	AlintaGas Networks Pty Ltd ACN 089 531 975
7.	Distribution System Assets	7.	AlintaGas Networks Pty Ltd ACN 089 531 975
8.	Freehold Land	8.	AlintaGas Networks Pty Ltd ACN 089 531 975
9.	Furniture and Fittings to the extent that they relate principally to:	9.	
9.1	the Distribution Business	9.1	AlintaGas Networks Pty Ltd ACN 089 531 975
9.2	all non-Distribution Business divisions of the Businesses	9.2	AlintaGas Limited ACN 087 857 001
10.	Gas Purchase Contracts	10.	AlintaGas Sales Pty Ltd ACN 089 531 984
11.	Gas Sales Contracts	11.	AlintaGas Sales Pty Ltd ACN 089 531 984

Column 1		Column 2	
Item	Asset	Item	Specified Person
12.	Gas Transmission Contract	12	AlintaGas Sales Pty Ltd ACN 089 531 984
13.	Insurance Policies	13.	AlintaGas Limited ACN 087 857 001, AlintaGas Networks Pty Ltd ACN 089 531 975, AlintaGas Sales Pty Ltd ACN 089 531 984, and the corporation, jointly
14.	Intellectual Property Rights	14.	AlintaGas Limited ACN 087 857 001
15.	Linepack	15.	AlintaGas Networks Pty Ltd ACN 089 531 984
16.	Operating Contracts to the extent that they relate principally to:	16.	
16.1	the Distribution Business	16.1	AlintaGas Networks Pty Ltd ACN 089 531 975
16.2	the Trading and RM&S Business	16.2	AlintaGas Sales Pty Ltd ACN 089 531 984
16.3	the Business Services Division and Corporate Services	16.3	AlintaGas Limited ACN 087 857 001
17.	Other Land Interests	17.	AlintaGas Networks Pty Ltd ACN 089 531 975
18.	Premises Leases to the extent that they relate principally to:	18.	
18.1	the Distribution Business	18.1	AlintaGas Networks Pty Ltd ACN 089 531 975
18.2	all non-Distribution Business divisions of the Businesses	18.2	AlintaGas Limited ACN 087 857 001
19.	Spare Parts	19.	AlintaGas Networks Pty Ltd ACN 089 531 975
20.	Telecommunication Equipment to the extent that it relates principally to:	20.	
20.1	the Distribution Business	20.1	AlintaGas Networks Pty Ltd ACN 089 531 975
20.2	the Trading and RM&S Business	20.2	AlintaGas Sales Pty Ltd ACN 089 531 984
20.3	the Business Services Division and Corporate Services	20.3	AlintaGas Limited ACN 087 857 001
21.	Trading Licences	21.	AlintaGas Sales Pty Ltd ACN 089 531 984
22.	Vehicles and Machines listed in:	22.	
22.1	Part 1 of Schedule 11	22.1	AlintaGas Limited ACN 087 857 001
22.2	Part 2 of Schedule 11	22.2	AlintaGas Sales Pty Ltd ACN 089 531 984
22.3	Part 3 of Schedule 11	22.3	AlintaGas Networks Pty Ltd ACN 089 531 975

Column 1		Column 2	
Item	Asset	Item	Specified Person
23.	Operational Receipts to the extent that they relate principally to:	23.	
23.1	the Distribution Business	23.1	AlintaGas Networks Pty Ltd ACN 089 531 975
23.2	the Trading and RM&S Business	23.2	AlintaGas Sales Pty Ltd ACN 089 531 984
23.3	the Business Services Division and Corporate Services	23.3	AlintaGas Limited ACN 087 857 001
24.	All other assets, rights and contracts owned, acquired, ordered or entered into by the corporation, up to the point in time immediately prior to the transfer time, in replacement or substitution for those referred to in this Part 1 of Table B in the ordinary course of operations or as required by a Law, for use or application in relation to operation of the assets the subject of this order	24.	The person specified, earlier in Column 1 of Part 1 of this Table B opposite an asset, earlier referred to, substituted or replaced
25.	All of the assets and rights of the corporation arising from or in connection with all Authorisations granted in favour of the corporation to the extent that they relate principally to:	25.	
25.1	the Distribution Business	25.1	AlintaGas Networks Pty Ltd ACN 089 531 975
25.2	the Trading and RM&S Business	25.2	AlintaGas Sales Pty Ltd ACN 089 531 984
25.3	the Business Services Division and Corporate Services	25.3	AlintaGas Limited ACN 087 857 001
26.	Subject to Table D, all of the assets and rights of the corporation arising from or in connection with litigation and other claims involving the corporation	26.	AlintaGas Limited ACN 087 857 001
27.	Subject to the allocations in this order, all other assets, rights and contracts of the corporation that were owned, acquired, ordered or entered into up to the point in time immediately prior to the transfer time principally in the performance and operation of:	27.	
27.1	the Distribution Business	27.1	AlintaGas Networks Pty Ltd ACN 089 531 975
27.2	the Trading and RM&S Business	27.2	AlintaGas Sales Pty Ltd ACN 089 531 984
27.3	the Business Services Division and Corporate Services	27.3	AlintaGas Limited ACN 087 857 001

Part 2 - Assets not assigned

1. Any privilege or immunity enjoyed by the corporation as an agent of the Crown except in so far as it relates to anything done or omitted to be done by the corporation before the transfer time.
2. Retained Matters.
3. In relation to Intellectual Property Rights, any information which is now or hereafter comes into the public domain, other than information which is properly obtainable with reasonable diligence from sources other than the corporation.

Part 3—Liabilities not assigned

1. The Excluded Liabilities.
2. Any liability for, or in relation to, Tax Equivalent Payments incurred, existing or accrued in the period prior to the transfer time.
3. Any liability for, or in relation to Financial Indebtedness.

TABLE C
ASSIGNMENT OF LIABILITIES

Column 1		Column 2	
Item	Asset	Item	Specified Person
1.	Employee Liabilities with respect to the employees of the corporation who have accepted in writing an offer of employment from:	1.	
1.1	AlintaGas Networks Pty Ltd ACN 089 531 975	1.1	AlintaGas Networks Pty Ltd ACN 089 531 975
1.2	AlintaGas Limited ACN 087 857 001	1.2	AlintaGas Limited ACN 087 857 001
2.	Operational Payments to the extent that they relate principally to:	2.	
2.1	the Distribution Business	2.1	AlintaGas Networks Pty Ltd ACN 089 531 975
2.2	the Trading and RM&S Business	2.2	AlintaGas Sales Pty Ltd ACN 089 531 984
2.3	the Business Services Division and Corporate Services	2.3	AlintaGas Limited ACN 087 857 001
3.	Subject to the allocations in this order, all other liabilities of the corporation owed, or arising with respect to circumstances which have arisen or occurred, up to the point in time immediately prior to the transfer time, principally in the performance and operation of, or otherwise principally with respect to:	3.	
3.1	the Distribution Business	3.1	AlintaGas Networks Pty Ltd ACN 089 531 975
3.2	the Trading and RM&S Business	3.2	AlintaGas Sales Pty Ltd ACN 089 531 984
3.3	the Business Services Division and Corporate Services	3.3	AlintaGas Limited ACN 087 857 001

TABLE D
SUBSTITUTION OF GAS CORPORATION IN PROCEEDINGS

Item	Proceedings
1	District Court CIV/1026/00
2	District Court WC93D-906/99
3	District Court WC93D-930/1196/99
4	District Court CIV 5230/89
5	District Court CIV 3750/88
6	District Court CIV 1681/98
7	Local Court PE/1995-030632
8	Local Court PE/1995-030633
9	Local Court PE/1995-030634

Item	Proceedings
10	Local Court PE/1995-031101
11	Local Court PE/1995-031933
12	Local Court PE/1995-033589
13	Local Court PE/1996-008530
14	Local Court PE/1996-008531
15	Local Court PE/1996-008532
16	Local Court PE/1996-008533
17	Local Court PE/1996-008534
18	Local Court PE/1996-008904
19	Local Court PE/1996-009330
20	Local Court PE/1996-016161
21	Local Court PE/1996-016162
22	Local Court PE/1996-016549
23	Local Court PE/1996-016967
24	Local Court PE/1996-017871
25	Local Court PE/1996-018577
26	Local Court PE/1996-018942
27	Local Court PE/1996-019252
28	Local Court PE/1996-019383
29	Local Court PE/1996-019915
30	Local Court PE/1996-020624
31	Local Court PE/1996-020952
32	Local Court PE/1996-021753
33	Local Court PE/1996-022003
34	Local Court PE/1996-022004
35	Local Court PE/1996-022104
36	Local Court PE/1996-022883
37	Local Court PE/1996-023588
38	Local Court PE/1996-023837
39	Local Court PE/1996-023838
40	Local Court PE/1996-026398
41	Local Court PE/1996-023588
42	Local Court PE/1996-023837
43	Local Court PE/1996-023838
44	Local Court PE/1996-026398
45	Local Court PE/1996-027321
46	Local Court PE/1996-028684
47	Local Court PE/1996-029880
48	Local Court PE/1996-030241
49	Local Court PE/1996-030824
50	Local Court PE/1996-031647
51	Local Court PE/1997-013892
52	Local Court PE/1997-019415
53	Local Court PE/1997-027293
54	Local Court PE/1998-012323
55	Local Court PE/1998-018735
56	Local Court PE/1998-019470
57	Local Court PE/1998-022328
58	Local Court PE/1996-027208
59	Local Court PE/1997-034637

Item	Proceedings
60	Local Court PE/1998-012323
61	Local Court PE/1998-014269
62	Local Court PE/1995-008944
662	Australian Industrial Relations Commission C61381/99
763	Australian Industrial Relations Commission C60214/00
864	Two complaints in the Equal Opportunity Commission from one Complainant
965	Conciliation and Review Directorate of WorkCover Claim Number 2104/99C
1066	Conciliation and Review Directorate of WorkCover Claim Number 926/99

Dated the 23rd day of June 2000.

COLIN JAMES BARNETT, Minister for Energy.

GAS CORPORATION (BUSINESS DISPOSAL) ACT 1999

For the purposes of section 25 of the *Gas Corporation (Business Disposal) Act 1999*, I, Colin Barnett, the Minister for Energy, fix 2 July 2000 as the relevant day.

COLIN BARNETT, Minister for Energy.

Gas Corporation (Business Disposal) Act 1999

Gas Corporation (Business Disposal) (Gas Tariffs) Regulations 2000

Made by the Administrator in Executive Council.

1. Citation

These regulations may be cited as the *Gas Corporation (Business Disposal) (Gas Tariffs) Regulations 2000*.

2. Commencement

These regulations come into operation on the relevant day as defined in section 25(3) of the Act.

3. Application of *Energy Coordination (Gas Tariffs) Regulations 2000* extended

The *Energy Coordination (Gas Tariffs) Regulations 2000*, other than regulation 8 of those regulations, apply for the purposes of the *Gas Corporation (Business Disposal) Act 1999* as if, in those regulations —

- (a) in regulation 4(1), instead of the definition of “supply”, the definition were as follows —

“

“**supply**” means a sale or supply described in section 38(2) of the *Gas Corporation (Business Disposal) Act 1999*;

”;

- (b) in regulation 5(1), “30 June 2002” were deleted and the following were inserted instead —

“ 31 December 2001 ”;

- (c) in regulation 6(1), “30 June 2002” were deleted and the following were inserted instead —

“ 31 December 2001 ”;

- (d) in regulation 6(3), in the definition of “existing standard contract customer”, “small use customer” were deleted and the following were inserted instead —

“ customer, other than a small use customer, ”;

Gas Corporation (Business Disposal) (Gas Tariffs) Regulations 2000**r. 4**

- (e) in regulation 6(5), in the definition of “approved contract”, “section 26(2)(c) of the Act” were deleted and the following were inserted instead —

“

regulation 4 of the *Gas Corporation
(Business Disposal) (Gas Tariffs)
Regulations 2000*

”;

- (f) in regulation 6(5), in the definition of “new customer”, “small use customer” were deleted and the following were inserted instead —

“ customer, other than a small use customer, ”.

4. Approved form of contract

The Coordinator of Energy may approve the form of a contract that a person is required by regulation 6(4) of the *Energy Coordination (Gas Tariffs) Regulations 2000*, as applied by regulation 3 of these regulations, to offer a person to whom gas is sold or supplied.

By Command of the Administrator,

M. C. WAUCHOPE, Clerk of the Executive Council.

GAS CORPORATION (BUSINESS DISPOSAL) ACT 1999

NOTICE OF APPROVED CONTRACT (TARIFF CONSUMERS)

Under section 25 of the *Gas Corporation (Business Disposal) Act 1999*, I Dr Les Farrant, the Coordinator of Energy, have approved the form of contract set out in Schedule 1.

Schedule 1

**ALINTAGAS SALES PTY LTD
ACN 089 531 984****STANDARD TERMS AND CONDITIONS**

CONTENTS

- 1. What these terms and conditions are about**
- 2. We will sell you gas**
- 3. You will pay the standard prices**
 - 3.1 You must pay us a standard price
 - 3.2 What are the standard prices?
 - 3.3 Which standard price do you pay?
 - 3.4 If you are paying the residential price, you must not use your gas for a non-residential use
 - 3.5 You must also pay fees
 - 3.6 We can change the standard prices and the fees
- 4. How we calculate the amount of gas you have used**
 - 4.1 Metering
 - 4.2 You can ask for a meter test
- 5. We can base your bill on estimates of your gas use**
- 6. How we will bill you**
- 7. Paying your bill**
 - 7.1 You must pay your bill
 - 7.2 If you don't pay your bill
 - 7.3 If you are having trouble paying
 - 7.4 Interest rate
- 8. If we undercharge or overcharge you**
 - 8.1 Undercharging
 - 8.2 Overcharging 4
- 9. Things you must tell us**
- 10. Things you must not do**
- 11. Network equipment and your equipment**
- 12. You must give us access to the supply address**
- 13. Moving into the supply address**
 - 13.1 New gas connection
 - 13.2 Existing gas connection
- 14. Moving out of the supply address**
- 15. If things happen beyond your control**
- 16. If things happen beyond our control**
- 17. We can change these terms and conditions**
 - 17.1 How we can change these terms and conditions
 - 17.2 If you don't like the changed terms and conditions
- 18. When we can turn off your gas, and when we will turn it on again**
 - 18.1 Who turns off your gas
 - 18.2 Unpaid bills
 - 18.3 Not giving us access to the meter
 - 18.4 Emergencies
 - 18.5 Health or safety reasons
 - 18.6 Legal requirement
 - 18.7 Planned maintenance
 - 18.8 Unauthorised use of gas
- 19. If you have been disconnected, we can remove or physically disconnect the meter**

- 20. The time when we will reconnect you
- 21. You can end the contract
- 22. We can end the contract without notice if you become bankrupt or commit a substantial breach
- 23. What happens when the contract is ended
- 24. You must not assign the contract
- 25. We can assign the contract
- 26. Term
- 27. Confidentiality
- 28. Protection for us (Exclusion clause)
- 29. Distribution operator
- 30. Special Conditions
- 31. Interpretation
 - 31.1 Definitions
 - 31.2 How we publish things
 - 31.3 Simple English
 - 31.4 Other rules of interpretation
 - 31.5 Miscellaneous
- 32. Transitional: Gas supplied to the supply address after transfer time but before this contract commences

**ALINTAGAS SALES PTY LTD
(ACN 089 531 984)**

STANDARD TERMS AND CONDITIONS

1. What these terms and conditions are about

These are the terms and conditions of the legally binding *contract*¹ for us to sell you gas at the *supply address*, and for you to pay us for that gas.

These terms and conditions set out *our* and *your* rights and obligations regarding that sale.

2. We will sell you gas

We will sell you gas on these terms and conditions.

You can use as much gas as you want. The size of the *meter* limits the rate at which you can use gas. This is unlikely ever to be a problem for you, but if it is we can arrange (sometimes at extra cost to you) to have a larger *meter* installed.

These terms and conditions allow us to turn off or reduce your gas supply in some situations.

3. You will pay the standard prices

3.1 You must pay us a standard price

You must pay us a standard *price*.

3.2 What are the standard prices?

There are two types of standard *price*: a residential *price* and a non-residential *price*.

In addition, there is a different residential *price* and non-residential *price* for each of:

- (a) the Coastal area (this extends from Geraldton to Busselton and includes Perth); and
- (b) the Albany area; and
- (c) the Kalgoorlie-Boulder area.

A standard *price* can include a fixed component and a usage component that consists of a number of "steps", where the cost of gas changes depending on how much gas you use. The fixed component and the steps of the usage component will be listed when we *publish* the standard *price* (see clause 31.2 about how we *publish* things).

A standard *price* will be no more than the maximum *price* permitted by the *Gas Tariffs Regulations*.

3.3 Which standard price do you pay?

Your bill will show which *price* you are paying.

¹In this document we use *italics* to show you that some terms are defined in clause 31.

Unless *you* qualify to pay the residential *price*, *you* must pay the non-residential *price*.

To qualify to pay the residential *price*, the *supply address* must be a “dwelling”, and *you* must use *your* gas only for residential use.

A “dwelling” is a house, flat, home unit or other place of residence.

(Under the *Gas Tariffs Regulations*, a residential *price* will be payable for a *supply address* which is not a dwelling, if the gas supplied to the *supply address* is separately metered and is solely for residential use.)

3.4 If *you* are paying the residential *price*, *you* must not use *your* gas for a non-residential use

If *you* are paying the residential *price*, *you* must not use gas for any non-residential use (for example in a business or for commercial purposes) without giving *us* reasonable notice.

We can apply the non-residential *price* to *you* from the time *you* use gas for a non-residential use.

If *you* don't give *us* reasonable notice of a non-residential use, *we* can backdate the non-residential *price* to the start of the non-residential use (up to a maximum of 12 months).

3.5 *You* must also pay fees

You must pay any *fees* which apply to *you*, in addition to the standard *price*.

We can charge *you* the following *fees*:

- (a) account application; and
- (b) *meter* testing (see clause 4.2); and
- (c) overdue notice (see clause 7.2); and
- (d) final *meter* readings (see clause 14); and
- (e) turning off *your* gas in some circumstances (see clauses 18.2, 18.3 and 18.8); and
- (f) turning *your* gas back on in some circumstances (see clauses 18.2, 18.3 and 18.8); and
- (g) removing or physically disconnecting the *meter* (see clause 19); and
- (h) for replacing or physically reconnecting the *meter* (see clause 19).

We can charge other *fees* as well.

We will *publish* the *fees* (see clause 31.2 about how *we* *publish* things).

3.6 *We* can change the standard prices and the fees

We can change any standard *price* or *fee*, and add new *fees* or remove *fees*, from time to time (in accordance with the *Gas Tariffs Regulations*). When *we* do so, *we* will *publish* the changed *price* or *fee*, or the new *price* or *fee*, and the date from which the change commences (see clause 31.2 about how *we* *publish* things).

The *price* or *fee* will change on the *published* date.

4. How we calculate the amount of gas you have used

4.1 Metering

The *meter* measures the volume of gas *you* use, but *we* will bill *you* according to the amount of energy in gas *you* use. (Volume is measured in cubic metres or cubic feet; energy is measured in *units*.)

Because gas is a naturally occurring substance, the amount of energy in a given volume of gas (called the “heating value”) changes from time to time. *We* measure the heating value of gas at a number of places, and will use those measurements to calculate the heating value of gas *you* use. *We* will use that calculated heating value to convert the *meter's* volume reading into an energy value, measured in *units*.

The reading on *your* *meter* is conclusive evidence of the volume of gas *you* have used, unless there is a metering inaccuracy.

If *we* find that the *meter* is inaccurately measuring the volume of gas *you* use, *we* can change the *meter*. There is no *fee* for this change.

4.2 *You* can ask for a meter test

You can ask to have *your* *meter* tested, to ensure it is measuring accurately. If it is measuring accurately, *you* must pay a *meter* testing *fee*. If it is not measuring accurately, there is no *fee*, and:

- (a) *we* will decide whether *we* repair the *meter* or replace it; and
- (b) clause 8 explains how *we* will deal with any undercharging or overcharging caused by the inaccurate *meter*.

There is no *fee* for repairing or replacing an inaccurate *meter*, unless *you* have damaged or interfered with the *network equipment*.

(By “accurate”, *we* mean measuring at least as accurately as the law requires.)

We will try to respond to *your* request for a *meter* test within 7 *business days*.

5. We can base your bill on estimates of your gas use

If the information *we* need to prepare an accurate bill is not available in time (for example if *we* haven't been able to access *your meter* to read it), *we* can use estimates of the volume of gas *you* use. If *we* use estimates:

- (a) *we* will say on *your* bill that *we* have done so; and
- (b) *we* will try to base *our* estimate on the volume of gas *you* have used in the past; and
- (c) when accurate information becomes available, *we* will (if necessary) include a correction in *your* next bill so that *you* are not overcharged or undercharged unless the estimate was used to produce a final bill.

Wherever the *contract* refers to a *meter* reading, it includes an estimation under this clause.

6. How we will bill you

We can decide how often *we* bill *you*. It will normally be either approximately once every month, or approximately once every three months. *Your* first bill will indicate which of these applies. *We* can change how often *we* bill *you*.

Each bill will show:

- (a) the *supply address* to which the bill relates and *your* account number; and
- (b) the dates of the *meter* readings which start and end the billing period; and
- (c) the *meter* reading or estimated *meter* reading at the end of the billing period; and
- (d) the volume of gas *you* used during the billing period; and
- (e) the number of *units* of gas *you* used during the billing period; and
- (f) the *price* or *prices* which applied to *you* for the billing period; and
- (g) any other *fees*, charges or adjustments (for the billing period and also outstanding from previous bills); and
- (h) the interest rate *we* have charged on any outstanding amounts; and
- (i) the amount payable or in credit for the billing period (taking all the above into account); and
- (j) the due date, which will be at least 14 days after the date of the bill.

7. Paying your bill

7.1 You must pay your bill

For each bill, *you* must pay the full amount payable by the due date. *We* will give *you* options as to how *you* pay *your* bill. The bill will show the options available.

7.2 If you don't pay your bill

If *you* don't pay the full amount payable by the due date:

- (a) *we* can charge *you* interest on the amount *you* haven't paid (clause 7.4 explains how *we* set the interest rate); and
- (b) *we* can turn off *your* gas (clause 18.2 explains how *we* can turn off *your* gas in this case); and
- (c) *we* can charge *you* a *fee* for each overdue notice *we* send *you*.

If *you* pay by cheque and the cheque is dishonoured or reversed (these are often called "bounced"), and as a result *we* have to pay bank fees, *you* must reimburse *us* for those fees and also pay *us* an administration *fee*.

If *you* still haven't paid *your* bill in full after 2 overdue notices, *we* can refer *your* debt to a debt collection agency. If *we* do, *you* must pay the agency's fees and any reasonable legal costs incurred in recovering *your* overdue bill.

7.3 If you are having trouble paying

If *you* can't afford to pay *your* bills, *you* should let *us* know as soon as possible. *You* can write to *us*, call *our* Customer Service Centre, or email *us*. *Our* contact details will appear on each bill.

We will then offer *you*:

- (a) the option of paying by instalments; and
- (b) the option of getting *us* to redirect *your* bill to a third person; and
- (c) information about Government assistance programs; and
- (d) information about independent financial counselling services.

7.4 Interest rate

The interest rate *you* pay on amounts *you* haven't paid *us* will be the standard interest rate *we* *publish* for customers paying the standard *price* *you* pay. *We* can change the standard interest rates from time to time, and when *we* do *we* will *publish* the change (see clause 31.2 about how *we* *publish* things).

(The interest rate will be 3 percentage points above the quoted rate for a one month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank Limited.)

8. If we undercharge or overcharge you

8.1 Undercharging

If *we* undercharge *you* because of an error, including a metering error, then *we* can ask *you* to make a correcting payment, but:

- (a) if *you* are paying a residential *price*, the correcting payment will only relate to errors for (at most) the 12 months before *your* most recent bill; and
- (b) *we* will show the correcting payment as a separate item in *your* bill, with an explanation; and
- (c) *we* will not charge *you* interest on the correcting payment.

If *you* ask *us*, *we* will (on certain conditions) agree that *you* can pay the correcting payment by instalments. *We* will not charge *you* interest on these instalments.

Clause 18.8 explains what happens if *we* undercharge *you* because of fraud, or because *you* have breached the *contract* (for example by bypassing the *meter*).

8.2 Overcharging

If *we* overcharge *you* because of an error, including a metering error, then:

- (a) *we* will tell *you* within 10 *business days* after *we* discover the overcharging; and
- (b) *we* will give *you* a correcting refund; and
- (c) *we* will not pay *you* interest on the correcting refund.

In the case of a metering error, if *you* are paying a residential *price*, the correcting refund will only be for (at most) the 12 months before *your* most recent bill.

You can choose whether *we* make the correcting refund as:

- (i) a credit to *your* account; or
- (ii) a payment to *you*; or
- (iii) a payment to someone else (if *you* tell *us* who, in writing).

9. Things you must tell us

You must tell *us* as soon as possible:

- (a) if there is a change in the person responsible for paying *your* bills; or
- (b) if there is a change in *your* billing address or contact details; or
- (c) if *you* change the way *you* use gas (for example if *you* are a paying a residential *price* and wish to use gas for a non-residential use); or
- (d) if *you* change something at the *supply address* which makes *our* access to the *meter* more difficult; or
- (e) if *you* are planning a change to *your* *equipment* which might affect the quality or safety of any gas supply to *you* or anyone else; or
- (f) if *you* become aware of any gas leak or other problem with the *network equipment*, at or reasonably close to the *supply address*.

10. Things you must not do

You must not tamper with or bypass the *meter*, or allow anyone else to do so.

You must not, without *our* permission, turn *your* gas back on at the *meter* if it has been turned off.

11. Network equipment and your equipment

Everything before (upstream of) the point where gas leaves the *meter* is *network equipment*. *We* will inspect and look after *network equipment*.

Everything after (downstream of) the point where gas leaves the *meter* is *your equipment*. *You* must inspect and look after *your equipment*. *You* must keep *your equipment* in good working order and good condition. *You* must not let anyone other than a certified gas installer *work* on *your equipment*.

You must protect *network equipment* from damage and interference. *You* must not use gas in a way that interferes with *network equipment* or with the supply of gas to anyone else, or in a way that causes loss to anyone else.

12. You must give us access to the supply address

You must let *us* have safe and unrestricted access to the *supply address* when *we* need it:

- (a) to read the *meter*; or
- (b) to inspect or *work* on any *network equipment*; or
- (c) to turn off *your* gas supply if *we* think it necessary; or
- (d) to inspect *your equipment* (although *we* are under no obligation to do so); or
- (e) (at any reasonable time) for any other reason having to do with the *contract*.

We must give *you* at least 24 hours notice before coming onto the *supply address*, except:

- (i) for a routine meter reading; or
- (ii) in an emergency; or
- (iii) if *we* suspect gas is being used illegally at the *supply address* (for example if *we* suspect that *you* are bypassing *your meter*).

A person coming onto the *supply address* on *our* behalf must show *you*, if asked, identification that he or she is *our* agent.

13. Moving into the supply address

13.1 New gas connection

We will charge *you* for gas from the date *we* turn gas on at the *supply address*.

13.2 Existing gas connection

We can ask *you* to pay for all gas used at the *supply address* since the final *meter* reading was taken (clause 14 explains when the final *meter* reading is taken).

If *we* don't do a final *meter* reading on the day the previous person moved out, *we* will estimate how much gas *you* used and how much the previous customer used. *We* will try to share the cost of gas between *you* and the previous customer:

- (a) so that each of *you* pay a fair share; and
- (b) so that *we* don't overcharge or undercharge *you*.

14. Moving out of the supply address

If *you* move out of the *supply address* *you* must:

- (a) give *us* at least 3 *business days'* notice; and
- (b) give *us* an address where the final bill can be sent.

We will make a final *meter* reading and then issue *you* with a final bill. *We* can charge *you* a *fee* for doing this.

If *we* don't read the *meter* on the day *you* move out, *we* will estimate how much gas *you* used and how much the next customer used. *We* will try to share the cost of gas between *you* and the next customer:

- (i) so that each of *you* pay a fair share; and
- (ii) so that *we* don't overcharge or undercharge *you*.

If *you* give *us* at least 3 *business days'* notice before *you* move out, *we* will not ask *you* to pay for gas beyond the day *you* move out.

If *you* don't give *us* at least 3 *business days'* notice before *you* move out, *we* can ask *you* to pay for gas used at the *supply address* for up to 3 *business days* after *we* find out that *you* have moved out. If *you* are forced to move out (for example by eviction) with less than 3 *business days'* notice, and *you* let *us* know immediately, *we* will not ask *you* to pay for gas used at the *supply address* beyond the period of notice *you* were given.

15. If things happen beyond your control

You must pay *your* bill by the due date shown on the bill, even if something happens which is beyond *your* control.

Otherwise, if something beyond *your* control happens which makes *you* breach the *contract*:

- (a) *you* must tell *us* immediately; and
- (b) *we* will excuse that breach for as long as the thing beyond *your* control lasts.

16. If things happen beyond our control

If something beyond *our* control happens which makes *us* breach the *contract*, *you* must excuse that breach for as long as the thing beyond *our* control lasts.

Because *we* don't operate the gas distribution network (clause 29 explains this further), one of the things which can happen beyond *our* control is that the operator of that network doesn't transport gas. *We* will use *our* contract with that operator to try to make sure that this does not happen.

17. We can change these terms and conditions

17.1 How we can change these terms and conditions

We can change these terms and conditions. When *we* do so, *we* will *publish* the changed terms and conditions and the date from which the change commences (see clause 31.2 about how *we* *publish* things).

The terms and conditions will change on the *published* date.

(Note: The standard terms and conditions can only be changed with the Coordinator of Energy's consent, by amendment to *our trading licence* or to the form of contract approved by the Coordinator of Energy under the *Energy Coordination Act 1994* and the *Gas Corporation (Business Disposal) Act 1999*.)

17.2 If you don't like the changed terms and conditions

If *you* don't agree to the changed terms and conditions of the *contract*, *you* can end the *contract*. Clause 21 explains how to do that.

18. When we can turn off your gas, and when we will turn it on again

18.1 Who turns off your gas

We don't operate the gas distribution network. It is owned and operated by AlintaGas Networks Pty Ltd, a separate company to AlintaGas Sales Pty Ltd.

In general, where this clause 18 speaks of *us* turning off *your* gas, it will often be the operator of the gas distribution network that does so. Clause 29 tells *you* more about this.

18.2 Unpaid bills

We can turn off *your* gas if *you* haven't paid *your* bill for this *supply address* (or any other address in respect of which *you* haven't paid *your* bill) in full by the due date shown on the bill or agreed to an alternative payment plan for the amount *you* owe *us*. We will only do so in accordance with the *customer service code*. If *you* ask, we will provide *you* with a summary of what the *customer service code* says about turning off gas for unpaid bills.

If *you* agree to an alternative payment plan, we can turn off *your* gas if *you* don't keep to that plan.

We can charge *you* a *fee* for turning off *your* gas.

We can't turn off *your* gas if the only amount outstanding is for *our* supplying or installing an appliance.

We will turn *your* gas on again when *you* pay the bill in full or agree to an alternative payment plan. We can charge *you* a *fee* for turning *your* gas back on.

18.3 Not giving us access to the meter

We can turn off *your* gas if *you* don't give *us* safe and unrestricted access to the *supply address* to read the *meter*. We can charge *you* a *fee* for turning off *your* gas. Before we turn off *your* gas for this reason, we will:

- (a) try to access the *meter* on at least 3 separate days; and
- (b) give *you* a written notice each time we can't get access; and
- (c) give *you* a chance to give *us* access by some other reasonable means; and
- (d) try to contact *you* personally, by telephone or in writing; and
- (e) give *you* a written disconnection notice 5 days before turning off *your* gas.

We will turn *your* gas on again when *you* provide access to the *meter*. We can charge *you* a *fee* for turning *your* gas back on.

18.4 Emergencies

We can always turn off *your* gas without notice to *you* in an emergency, or if we need to do so to reduce the risk of fire or to comply with a law. If we do, *you* can get information by contacting *our* 24-hour emergency line. *Our* contact details will appear on each bill.

We will try to turn *your* gas on again as soon as possible. There is no *fee* for turning off *your* gas or turning it back on in this case.

Nothing in the *contract* limits *our* statutory powers in relation to emergencies and safety. If *you* ask *us*, we will give *you* a summary of those powers. A summary of those powers can also be found on *our* website. The address of *our* website will appear on each bill.

18.5 Health or safety reasons

We can always turn off *your* gas for other health or safety reasons, but if we do:

- (a) we will give *you* a written notice explaining what the health or safety problem is; and
- (b) where we think it possible, we will give *you* up to 5 days to fix the problem, if we think it is a problem *you* can fix; and
- (c) where we think it possible, we will give *you* a written disconnection notice up to a further 5 days before turning off *your* gas.

We can charge *you* a *fee* for turning off *your* gas if the problem is *your* fault or is in *your* equipment.

We will turn *your* gas on again when we are satisfied that *you* have fixed the problem. We can charge *you* a *fee* for turning *your* gas back on if the problem was *your* fault or was in *your* equipment.

18.6 Legal requirement

We can turn off *your* gas for a period of time without notice to *you*, if we are required by law to do so. If we do, or if we ask *you* to use less gas or stop using gas, *you* must do as we ask.

We will do *our* best to turn *your* gas on again as soon as possible.

There is no *fee* for turning off *your* gas or turning it back on in this case.

18.7 Planned maintenance

We can turn off *your* gas when it is necessary for *work* on the gas distribution network. We will try to give *you* at least 4 days' notice.

We will do *our* best to turn *your* gas on again as soon as possible.

There is no *fee* for turning off *your* gas or turning it back on in this case.

18.8 Unauthorised use of gas

We can turn off *your* gas:

- (a) if *you* commit a fraud relating to *our* supply of gas to *you* at the *supply address* or any other *supply address*; or
- (b) if *you* get gas supplied to the *supply address* illegally; or
- (c) if *you* get gas supplied to the *supply address* in breach of the *contract*; or
- (d) if *you* get gas supplied to the *supply address* in breach of the *customer service code*.

We can charge *you* a *fee* for turning off *your* gas, and we can ask *you* to pay any reasonable costs we incur turning off *your* gas.

In addition, we can measure (or estimate if necessary) any *units* of gas which *you* haven't paid for, and ask *you* to pay for those *units*.

We will turn *your* gas on again when *you* have stopped obtaining *your* gas in the unauthorised way, and have paid all amounts owing (or made an arrangement to pay them). We can charge *you* a *fee* for turning *your* gas back on.

If we think *you* have used gas illegally, we can tell the Coordinator of Energy or the Director of Energy Safety and the Police (as appropriate) and give them any information we have in relation to *your* illegal use.

19. If you have been disconnected, we can remove or physically disconnect the meter

Whenever we turn off *your* gas, we can remove the *meter* or physically disconnect the *meter*. We can remove or physically disconnect the *meter* at the same time that we turn off *your* gas, or at a later time.

The *fees* we charge *you* for turning off *your* gas and turning *your* gas back on can include separate *fees* for removing or physically disconnecting the *meter*, and for replacing or physically reconnecting the *meter*.

20. The time when we will reconnect you

We will try to meet the reconnection deadlines in the following table:

If you ask us to turn your gas back on then we will try to turn your gas back on ...
before 3pm on a <i>business day</i>	on the same day
after 3pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	on the next <i>business day</i>
after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i> , and you pay <i>our fee</i> for turning <i>your</i> gas back on after-hours	on the same day

(If we have removed or physically disconnected the *meter* we won't be able to meet these deadlines.)

21. You can end the contract

You can end the *contract* at any time, but *you* must give *us* at least 3 *business days'* notice of the day *you* want the *contract* to end. Clause 23 explains what happens when the *contract* is ended.

22. We can end the contract without notice if you become bankrupt or commit a substantial breach

We can end the *contract*, or turn off *your* gas, without notice to *you* if *you*:

- (a) become insolvent; or
- (b) go into liquidation; or
- (c) commit an act of bankruptcy; or
- (d) commit a substantial breach of the *contract* (for example if *you* bypass *your meter* or allow gas delivered to your *supply address* to be used at another *supply address*).

We can end the *contract* by writing to *you* saying the *contract* is ended. Clause 23 explains what happens when the *contract* is ended.

We can agree with *you* on alternative ways of dealing with one of these situations.

If we end the *contract*, or turn off *your* gas, under this clause, we might require a refundable deposit before we supply *you* gas again. This refundable deposit will be incorporated as a special condition to the *contract*.

We will only end the *contract* or turn off *your* gas under this clause in accordance with the *customer service code*. If *you* ask, we will provide *you* with a summary of what the *customer service code* says about turning off gas in these circumstances.

23. What happens when the contract is ended

If the *contract* is ended by either *you* or *us*, on the last day of the *contract* we will:

- (a) turn off *your* gas; and
- (a) make a final *meter* reading.

We will then issue *you* with a final bill. We will charge *you* a *fee* for turning off *your* gas, making a final *meter* reading and issuing a final bill.

We can remove any *network equipment* at any time after the *contract* ends, and *you* must let *us* have safe and unrestricted access to the *supply address* to enable *us* to do so.

If *you* wish to start buying gas from *us* again, *you* will need to apply for a new *contract*.

Ending the *contract* does not release *you* or *us* from an obligation (such as an obligation to pay bills) which arose before the *contract* ended.

24. You must not assign the contract

The *contract* is personal to *you*. *You* must not assign, transfer, subcontract or otherwise dispose of any of *your* rights or obligations under the *contract* unless we agree.

25. We can assign the contract

We can assign the *contract*, without notice to *you*, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the *contract*. If we do, we will tell *you* about the assignment, either before or as soon as is reasonably practicable after it happens.

26. Term

The *contract* will continue until *you* or *we* end the *contract* under clauses 21 or 22.

27. Confidentiality

We will keep confidential *your* information in accordance with the *customer service code*, except where:

- (a) we have *your* prior consent; or
- (b) disclosure is required to comply with any accounting or stock exchange requirement (such information disclosed will, as far as possible, be in an aggregated form); or
- (c) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration; or
- (d) the information is in the public domain other than by breach of this clause; or
- (e) we think *you* have used gas illegally, and where we may give any information we have, in relation to *your* illegal use, to the people set out in clause 18.8.

If *you* ask, we will provide *you* with a summary of what the *customer service code* says about keeping *your* information confidential.

28. Protection for us (Exclusion clause)

This clause means that *you* might not be able to get compensation from *us* for some losses *you* might suffer as a result of *our* actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

Despite anything else the *contract* says, and despite anything outside the *contract*, we will only ever be liable to *you* for direct damage. We will not in any circumstances be liable to *you* for indirect damage, including (but not limited to):

- (a) indirect loss; or
- (b) consequential loss; or
- (c) business interruption loss; or
- (d) lost profits; or
- (e) loss of an opportunity; or
- (f) *your* liability to other people under contracts or otherwise.

29. Distribution operator

We don't operate the gas distribution network. It is owned and operated by AlintaGas Networks Pty Ltd ACN 089 531 975, a separate company to AlintaGas Sales Pty Ltd ACN 089 531 984.

Where the *contract* speaks of *us* doing something (such as turning off *your* gas supply, or having access to the *supply address*, or inspecting, looking after or reading the *meter*), it will often be the operator of the gas distribution network that does so.

When that happens, it is because *we* have asked (or allowed) the operator of the gas distribution network to do so in *our* place.

We will try to make sure that *our* contract with the operator of the gas distribution network obliges the operator to do any things that these terms and conditions oblige *us* to do, but which in fact can only be done by the operator. (For example *we* promise in these terms and conditions that if *we* have turned off *your* gas due to *work* on the network, *we* will turn *your* gas on as soon as possible, but in fact this depends on how quickly the operator completes the *work*.)

30. Special Conditions

Any special conditions of contract which *we* agree with *you* can add to, or change, these terms and conditions. Nothing in this *contract* obliges *you* to agree to any special conditions.

31. Interpretation

31.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

- “**business day**” means a day which is not a Saturday, Sunday or public holiday in Western Australia; and
- “**contract**” means the legally binding agreement between *you* and *us*, of which these are the terms and conditions; and
- “**customer service code**” means the Australian Gas Association’s *Natural Gas Customer Service Code* unless an alternative customer service code is approved by the Coordinator of Energy, in accordance with *our trading licence*, in which case it means the approved code; and
- “**fee**” means a fee other than a standard *price*; and
- “**Gas Tariffs Regulations**” means the *Energy Coordination (Gas Tariffs) Regulations 2000* and the *Gas Corporation (Business Disposal) (Gas Tariffs) Regulations 2000*; and
- “**meter**” means the equipment *we* have installed (or will install) at the *supply address* to measure the volume of gas *you* use (in the *contract*, the word “meter” includes the short lengths of gas pipe which protrude from the meter); and
- “**network equipment**” means the *meter* and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to *you*, before (upstream of) the point where gas leaves the *meter*; and
- “**price**” means the charge for selling gas as determined from time to time and *published by us*, and can include a fixed component and a usage component; and
- “**publish**” means to publish a thing in the ways set out in clause 31.2; and
- “**supply address**” means the address to which gas will be supplied under the *contract*; and
- “**trading licence**” means *our* trading licence under the *Energy Coordination Act 1994*; and
- “**unit**” is a measure of the amount of energy in gas, with one unit equalling 3.6 megajoules, which is the same energy as 1 kilowatt-hour or one unit of electricity; and
- “**we**” and “**us**” means AlintaGas Sales Pty Ltd ACN 089 531 984 of Level 7, 1 William Street, Perth, Western Australia, 6000, and includes *our* employees, subcontractors, agents and successors in title; and
- “**work**” includes installing, operating, maintaining, renewing and replacing any *network equipment*; and
- “**you**” means the person to whom gas is (or will be) supplied under the *contract*; and
- “**your equipment**” means all pipes and equipment used to transport, control or use gas after (downstream of) the point where gas leaves the *meter*.

31.2 How we publish things

Where these terms and conditions say that *we* will *publish* a thing, *we* will:

- (a) advertise the thing in the *The West Australian* newspaper (except where the thing relates solely to the Kalgoorlie-Boulder area, in which case *we* will advertise the thing in the *Kalgoorlie Miner* newspaper); and
- (b) place details of the thing on *our* website; and
- (c) post *you* a notice of the thing, either with *your* next bill or separately.

The address of *our* website will appear on each bill.

31.3 Simple English

These terms and conditions are written in a “simple English” style. Accordingly, where:

- (a) a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and

- (b) a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style,

the ideas are not to be taken to be different just because different forms of words were used.

For example:

- (i) “do *our* best” means “use best endeavours”; and
- (ii) “try” means “use reasonable endeavours”; and
- (iii) “end”, in relation to the *contract*, means “terminate”; and
- (iv) “can” means there is a discretion as to whether the thing stated is done or not done; and
- (v) “will” and “must” both mean that the thing stated has to be done.

31.4 Other rules of interpretation

Interpretation Act

The *Interpretation Act 1984* applies to the interpretation of these terms and conditions, and any special terms and conditions under clause 30, as though the *contract* were a written law, unless the contrary intention is shown.

Use of italic typeface

The fact that italic typeface has been applied to some words, defined in clause 31 or elsewhere, is to be disregarded in interpreting these terms and conditions.

Examples

Examples do not limit the generality of a clause.

31.5 Miscellaneous

Applicable law

The *contract* is entered into under Western Australian law.

No waiver

A failure, delay or partial exercise of a power or right by *us* is not a waiver of that power or right, and does not preclude a further exercise by *us* of that or any other power or right under the *contract*.

Entire agreement

The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*. This clause operates to the extent permitted by law.

Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

Notices

Unless these terms and conditions say otherwise, notice does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the *contract*. Notice is deemed to be given according to the following table:

In the case ofnotice is deemed to be given ...
oral communication, in person or by telephone,	at the time of communication
personal delivery	upon delivery
posting	3 <i>business days</i> after posting
a facsimile	upon proof of transmission

Electronic communication

We have the ability under the *contract* to engage in electronic commerce with *you*. *We* won't start using electronic commerce without agreeing with *you*. *We* can set any rules about how electronic commerce is to operate and what things may be communicated electronically, and *we* will tell *you* how to find out what those rules are.

32. Transitional: Gas supplied to the supply address after transfer time but before this contract commences

If *you* were a tariff consumer immediately before the relevant day *we* can charge *you* for gas used at the *supply address* from the transfer time, even though under section 25(1) of the *Gas Corporation (Business Disposal) Act 1999* the *contract* is not deemed to have commenced until the relevant day.

This clause has no effect in contracts entered into after the transfer time.

In this clause “tariff consumer”, “relevant day” and “transfer time” have the meaning given in the *Gas Corporation (Business Disposal) Act 1999*.

23 June 2000.

LES FARRANT, Coordinator of Energy.

Western Australia

Energy Coordination (Gas Tariffs) Regulations 2000

CONTENTS

Part 1 — Preliminary

1. Citation
2. Commencement
3. Areas to which regulations apply
4. Interpretation
5. Supplier to have at least one capped tariff
6. Gas to be offered under standard contract at capped tariff
7. Calculation of amounts
8. Minister to carry out review

Schedule 1 — Tariff caps

Part 1 — Mid-West/South-West area

1. Residential tariff
2. Non-residential tariff

Part 2 — Albany area

3. Residential tariff
4. Non-residential tariff

Part 3 — Kalgoorlie-Boulder area

5. Residential tariff
6. Non-residential tariff

Part 4 — Adjustment of certain tariff caps

7. Definitions
8. CPI (ex-GST) numbers
9. Adjustment of rates for 2001/02 year
10. Adjustment of rates for 2002/03 year and thereafter
11. Adjustments for GST and related reforms

Defined Terms

Energy Coordination Act 1994

**Energy Coordination (Gas Tariffs)
Regulations 2000**

Made by the Administrator in Executive Council.

Part 1 — Preliminary**1. Citation**

These regulations may be cited as the *Energy Coordination (Gas Tariffs) Regulations 2000*.

2. Commencement

These regulations come into operation on the relevant day as defined in section 25(3) of the *Gas Corporation (Business Disposal) Act 1999*.

3. Areas to which regulations apply

These regulations apply to the supply of gas in —

- (a) the Mid-West/South-West area;
- (b) the Albany area; or
- (c) the Kalgoorlie-Boulder area.

4. Interpretation

- (1) In these regulations, unless the contrary intention appears —

“Albany area” means the supply area or parts of a supply area to which a distribution licence —

- (a) granted to the Gas Corporation; and
- (b) applying to land any of which is in the local government district of Albany,

applied when it was first granted;

“capped tariff” has the same meaning as in regulation 5;

“dwelling” means a house, flat, home unit or other place of residence;

“Kalgoorlie-Boulder area” means the supply area or parts of a supply area to which a distribution licence —

- (a) granted to the Gas Corporation; and

Energy Coordination (Gas Tariffs) Regulations 2000**Part 1** Preliminary**r. 5**

(b) applying to land any of which is in the local government district of Kalgoorlie-Boulder, applied when it was first granted;

“Mid-West/South-West area” means the supply areas or parts of a supply area to which any of the distribution licences of the Gas Corporation, other than a licence referred to in the definition of “Albany area” or “Kalgoorlie-Boulder area” applied when first granted;

“supplier” means a person who supplies gas;

“supply” has the meaning given by paragraph (b) of the definition of “supply” in section 3 of the Act;

“unit” means 3.6 megajoules.

- (2) For the purposes of these regulations a supply of gas is for residential purposes if the gas —
- (a) is supplied to —
 - (i) a dwelling; or
 - (ii) a place, other than a dwelling, to which the supply of gas is separately metered;
- and
- (b) is solely for residential use.

5. Supplier to have at least one capped tariff

- (1) A supplier intending to supply gas in an area referred to in regulation 3(a), (b), or (c) is required to have at least one capped tariff for any supply of gas in that area, except that a capped tariff is not required for the supply of gas after 30 June 2002 for a non-residential purpose.
- (2) In subregulation (1) —
- “capped tariff”** means a tariff under which the charge for a supply of gas in any period for which a charge is calculated under the tariff cannot exceed the charge for that supply that would be calculated and, where applicable, adjusted under Schedule 1.

6. Gas to be offered under standard contract at capped tariff

- (1) This regulation does not apply to the supply of gas after 30 June 2002 for a non-residential purpose.

Energy Coordination (Gas Tariffs) Regulations 2000

Preliminary

Part 1

r. 7

-
- (2) A supplier is required to offer to supply gas to each of its existing standard contract customers under the terms of the customer's existing contract but at a capped tariff unless the existing contract already entitles the customer to be supplied at a capped tariff.
- (3) In subregulation (2) —
“existing standard contract customer” means a small use customer who is supplied with gas under a contract that, under section 25(1) of the *Gas Corporation (Business Disposal) Act 1999*, the customer is to be regarded as having entered into.
- (4) When offering to supply gas to a new customer, a supplier is to offer to supply gas under an approved contract but at a capped tariff.
- (5) In subregulation (4) —
“approved contract” means —
- (a) a contract in a form approved under section 26(2)(c) of the Act by the Coordinator; or
 - (b) a contract the terms and conditions of which are specified in a trading licence;
- “new customer”** means a small use customer to whom a supplier offers to supply gas for the supply of which the customer does not already have a contract.
- (6) This regulation does not prevent the supplier and customer from agreeing to charges or other terms and conditions that are different from those required by this regulation to be offered.

7. Calculation of amounts

- (1) In calculating an amount under Schedule 1, an amount calculated by reference to a rate expressed in cents per unit or cents per day is to be rounded to the nearest one hundredth of one cent except if it falls halfway between 2 consecutive one hundredths of one cent, in which case it is to be rounded to the nearest even one hundredth of one cent.
- (2) In calculating a charge for the supply of gas, an amount that is not a whole number multiple of 5 cents is to be rounded to the nearest whole number multiple of 5 cents except if it falls halfway between 2 consecutive whole number multiples of 5 cents, in which case it is to be rounded to the nearest even whole number multiple of 5 cents.

Energy Coordination (Gas Tariffs) Regulations 2000**Part 1** Preliminary**r. 8**

8. Minister to carry out review

- (1) The Minister is to carry out a review of the operation and effectiveness of these regulations within 5 years after their commencement.
- (2) In the course of the review the Minister is to consider the need for the continuation of these regulations, having regard to —
 - (a) the importance of competition in gas industry markets;
 - (b) the interests of gas customers generally or of a class of gas customers;
 - (c) the legitimate business interests of the holders of trading licences;
 - (d) the effectiveness of the regulations in achieving appropriate consumer protection outcomes; and
 - (e) any other matter that the Minister considers relevant.
- (3) The Minister is to prepare a report based on the review and, as soon as is practicable after the report is prepared, is to cause it to be laid before each House of Parliament.

Energy Coordination (Gas Tariffs) Regulations 2000

Tariff caps

Schedule 1**Schedule 1 — Tariff caps**

[r. 5(2)]

Part 1 — Mid-West/South-West area**1. Residential tariff**

Under this Schedule a charge for the supply of gas for residential purposes is calculated by adding the fixed component and the usage component, each of which is calculated at the rate shown in the Table to this clause or, where applicable, that rate as adjusted under Part 4.

Rates for components of residential tariff

Fixed component	8.31 cents per day
Usage component	5.88 cents per unit for the first L units per day 3.81 cents per unit for the next M units per day 2.80 cents per unit for all additional units where — for a single dwelling supplied through a separately metered supply point — L = 12 M = 24 for multiple dwellings supplied through a commonly metered supply point — L = 12 + [(F-1) × 5] M = 24 + [(F-1) × 5] F = the number of dwellings

2. Non-residential tariff

Under this Schedule a charge for the supply of gas for purposes other than residential purposes is calculated by adding the fixed component and the usage component, each of which is calculated at the rate shown in the Table to this clause or, where applicable, that rate as adjusted under Part 4.

Energy Coordination (Gas Tariffs) Regulations 2000**Schedule 1** **Tariff caps****Rates for components of non-residential tariff**

Fixed component	<ul style="list-style-type: none"> 8.31 cents per day
Usage component	<ul style="list-style-type: none"> 6.08 cents per unit for the first 100 units per day 4.84 cents per unit for all additional units

Part 2 — Albany area**3. Residential tariff**

Under this Schedule a charge for the supply of gas for residential purposes is calculated by adding the fixed component and the usage component, each of which is calculated at the rate shown in the Table to this clause or, where applicable, that rate as adjusted under Part 4.

Rates for components of residential tariff

Fixed component	<p>(a) for premises other than those described in paragraph (b), 8.71 cents per day;</p> <p>(b) for multiple dwellings supplied through a commonly metered supply point —</p> <ul style="list-style-type: none"> 8.71 cents per day for the first dwelling; 4.36 cents per day for each additional dwelling.
Usage component	<ul style="list-style-type: none"> 6.35 cents per unit for the first 100 units per day 5.32 cents per unit for all additional units

4. Non-residential tariff

Under this Schedule a charge for the supply of gas for purposes other than residential purposes is calculated by adding the fixed component and the usage component, each of which is calculated at the rate shown in the Table to this clause or, where applicable, that rate as adjusted under Part 4.

Rates for components of non-residential tariff

Fixed component	<ul style="list-style-type: none"> 8.71 cents per day
Usage component	<ul style="list-style-type: none"> 6.35 cents per unit for the first 100 units per day 5.32 cents per unit for all additional units

Energy Coordination (Gas Tariffs) Regulations 2000

Tariff caps

Schedule 1**Part 3 — Kalgoorlie-Boulder area****5. Residential tariff**

Under this Schedule a charge for the supply of gas for residential purposes is calculated by adding the fixed component and the usage component, each of which is calculated at the rate shown in the Table to this clause or, where applicable, that rate as adjusted under Part 4.

Rates for components of residential tariff

Fixed component	• 18.66 cents per day
Usage component	• 5.18 cents per unit

6. Non-residential tariff

Under this Schedule a charge for the supply of gas for purposes other than residential purposes is calculated by adding the fixed component and the usage component, each of which is calculated at the rate shown in the Table to this clause or, where applicable, that rate as adjusted under Part 4.

Rates for components of non-residential tariff

Fixed component	• 18.66 cents per day
Usage component	• 4.62 cents per unit

Part 4 — Adjustment of certain tariff caps**7. Definitions**

In this Part —

“**2000/01 period**” means the period beginning on the commencement of these regulations and ending on 30 June 2001;

“**2001/02 year**” means the financial year ending on 30 June 2002;

“**2002/03 year**” means the financial year ending on 30 June 2003;

“**CPI (ex-GST) number**” means —

- (a) the Consumer Price Index, All Groups index number, weighted average for eight capital cities, exclusive of the impact of the New Tax System changes, calculated and published by the Australian Statistician;
- (b) if there is no number as described in paragraph (a), a corresponding index number calculated and published by the Reserve Bank of Australia; or
- (c) if there is no number as described in paragraph (a) or (b), a corresponding index number calculated and published by a person appointed by the Coordinator;

Energy Coordination (Gas Tariffs) Regulations 2000

Schedule 1 **Tariff caps**

“**New Tax System changes**” has the same meaning as it has in the New Tax System Price Exploitation Code text applying as a law of this State under the *New Tax System Price Exploitation Code (Western Australia) Act 1999*.

8. CPI (ex-GST) numbers

- (1) If a number published for a particular March quarter is the CPI (ex-GST) number for that quarter and, at any time after that publication, a number is published in substitution for the number previously published, the publication of the later number is to be disregarded for the purposes of these regulations.
- (2) In subclause (1) —
“**March quarter**” means a period of 3 months ending on 31 March.
- (3) If, at any time, the reference base for calculating the number to be used as the CPI (ex-GST) number changes, then, for the purposes of the application of these regulations after the change is made, regard is to be had only to numbers published in terms of the new reference base.

9. Adjustment of rates for 2001/02 year

- (1) Subclause (2) applies only if the CPI (ex-GST) number for the quarter ending on 31 March 2001 (“**CPI₂₀₀₁**”) is more than the CPI (ex-GST) number for the quarter ending on 31 March 2000 (“**CPI₂₀₀₀**”).
- (2) For the purpose of calculating the fixed component or the usage component of a charge under this Schedule for the supply of gas for residential purposes in the 2001/02 year, instead of using the number of cents per day or cents per unit shown in the relevant Table the number to be used is, unless further adjusted under clause 11, derived from the formula —

$$R_{2002} = R_{2001} \times \left[\frac{CPI_{2001}}{CPI_{2000}} \right]$$

where —

- R₂₀₀₂** is the number of cents per day or cents per unit for the 2001/02 year;
- R₂₀₀₁** is the number of cents per day or cents per unit that would have applied under this Schedule for the 2000/01 period if there had been no adjustment under clause 11.

10. Adjustment of rates for 2002/03 year and thereafter

- (1) If the CPI (ex-GST) number for the quarter ending on the last 31 March before the relevant year (“**CPI_r**”) is at least 2% less than the CPI (ex-GST) number for the quarter ending on the 31 March that was

Energy Coordination (Gas Tariffs) Regulations 2000Tariff caps **Schedule 1**

a year earlier (“ CPI_{r-1} ”), subclause (2) does not apply and subclause (3) applies instead.

- (2) For the purpose of calculating the fixed component or the usage component of a charge under this Schedule for the supply of gas in the 2002/03 year or a subsequent financial year (“**the relevant year**”), instead of using the number of cents per day or cents per unit shown in the relevant Table the number to be used is, unless further adjusted under clause 11, derived from the formula —

$$R_n = R_{n-1} \times \left[\frac{CPI_r}{CPI_{r-1}} + 0.02 \right]$$

where —

- R_n is the number of cents per day or cents per unit for the relevant year;
- R_{n-1} is the number of cents per day or cents per unit that would have applied under this Schedule for the year before the relevant year if there had been no adjustment under clause 11.

- (3) If this subclause applies because of subclause (1) and the number of cents per day or cents per unit shown in the relevant Table (“ R_T ”) is less than the number of cents per day or cents per unit that would have applied under this Schedule for the year before the relevant year if there had been no adjustment under clause 11 (“ R_{n-1} ”), instead of using R_T for the purpose of the calculation R_{n-1} is, unless further adjusted under clause 11, to be used.

11. Adjustments for GST and related reforms

- (1) The purpose of this clause is to provide for the charges that would otherwise apply under this Schedule, whether applying to AlintaGas or any other supplier, to be increased by a factor intended to offset any adverse financial effect of the New Tax System changes on the business of AlintaGas relating to the purchase and sale of gas (in this clause called “**the relevant business**”).
- (2) For the 2000/01 period the GST factor is 9.3%.
- (3) For the 2001/02 year and the 2002/03 year AlintaGas is to estimate —
- the financial effect of the New Tax System changes alone on the relevant business of AlintaGas; and
 - the factor, if any, by which the charges that would otherwise apply under this Schedule would need to be increased to allow any adverse financial effect of the New Tax System changes on the relevant business of AlintaGas to be offset.

Energy Coordination (Gas Tariffs) Regulations 2000**Schedule 1** **Tariff caps**

- (4) AlintaGas is to have an accountant approved by the Coordinator audit —
- (a) its estimates under subclause (3);
 - (b) any information, assumptions, estimates, and calculations used in preparing them; and
 - (c) any documents containing anything referred to in paragraph (b).
- (5) Estimates under subclause (3) are not to be regarded as complying with the requirements of that subclause until the audit required by subclause (4) has been completed and the accountant doing the audit has formed an opinion that the estimates are in accordance with this clause.
- (6) AlintaGas is required to —
- (a) give the Coordinator the estimates under subclause (3) for the 2001/02 year, together with the accountant's written opinion that the estimates are in accordance with this clause, by the end of May 2001;
 - (b) give the Coordinator the estimates under subclause (3) for the 2002/03 year, together with the accountant's written opinion that the estimates are in accordance with this clause, by the end of May 2002.
- (7) The Coordinator is to give notice in the *Gazette* of a factor, if any, estimated under subclause (3) for the 2001/02 year or the 2002/03 year and given to the Coordinator under subclause (6) before that year commences, and the factor of which notice is given is the GST factor for that financial year.
- (8) The GST factor, if any, for the 2002/03 year is also the GST factor for any subsequent financial year.
- (9) If there is a GST factor for a particular period or financial year, the number of cents per day or cents per unit that would otherwise have applied under this Schedule in that period or financial year is increased by multiplying that number by the GST factor.
- (10) In this clause —
- “**AlintaGas**” means —
- (a) the Gas Corporation established by the *Gas Corporation Act 1994*, as a supplier in the areas referred to in regulation 3; or

Energy Coordination (Gas Tariffs) Regulations 2000

Tariff caps

Schedule 1

-
- (b) if all of the Gas Corporation's business as a supplier in the areas referred to in regulation 3 has been disposed of under section 5 of the *Gas Corporation (Business Disposal) Act 1999* to a corporate vehicle as defined in that section or a subsidiary of a corporate vehicle, the corporate vehicle or subsidiary as a supplier in those areas;

"GST factor" has the meaning given by subclause (2), (7) or (8).

By Command of the Administrator,

M. C. WAUCHOPE, Clerk of the Executive Council.

Energy Coordination (Gas Tariffs) Regulations 2000**Defined Terms****Defined Terms**

*[This is a list of terms defined and the provisions where they are defined.
The list is not part of the law.]*

Defined Term	Provision(s)
2000/01 period	Schedule 1 cl. 7
2001/02 year	Schedule 1 cl. 7
2002/03 year	Schedule 1 cl. 7
Albany area	4(1)
AlintaGas	Schedule 1 cl. 11(10)
approved contract	6(5)
capped tariff	4(1), 5(2)
CPI (ex-GST) number	Schedule 1 cl. 7
dwelling	4(1)
existing standard contract customer	6(3)
GST factor	Schedule 1 cl. 11(10)
Kalgoorlie-Boulder area	4(1)
March quarter	Schedule 1 cl. 8(2)
Mid-West/South-West area	4(1)
new customer	6(5)
New Tax System changes	Schedule 1 cl. 7
supplier	4(1)
supply	4(1)
the relevant business	Schedule 1 cl. 11(1)
the relevant year	Schedule 1 cl. 10(2)
unit	4(1)

ENERGY COORDINATION ACT 1994**NOTICE OF APPROVED CONTRACT (CAPPED TARIFF FOR
NEW CUSTOMERS)**

Under section 26(2)(c) of the *Energy Coordination Act 1994*, and for the purposes of regulation 6(4) of the *Energy Coordination (Gas Tariffs) Regulations 2000*, I, Dr Les Farrant, the Coordinator of Energy, have approved the form of contract referred to in Schedule 1 as the form of contract that AlintaGas Sales Pty Ltd (ACN 089 531 984) is required to offer to new customers.

Schedule 1

The form of contract set out in Schedule 1 to the notice published in the Gazette under Section 25 of the *Gas corporation (Business Disposal) Act 1999*.

23 June 2000.

LES FARRANT, Coordinator of Energy.

Gas Pipelines Access (Western Australia) Act 1998

Gas Pipelines Access (Western Australia) Order 2000

Made by the Minister under section 38(4) of the Act.

9. Citation

This order may be cited as the *Gas Pipelines Access (Western Australia) Order 2000*.

10. Commencement

This order comes into operation on the day on which it is published in the *Gazette*.

11. Quantity prescribed (s. 38(4))

For the purposes of the definition of “small quantities” in section 38(4) of the Act, a quantity that is less than 1 terajoule in any period of 12 consecutive months is prescribed.

COLIN BARNETT, Minister for Energy.

