Schedule 1: Form of Master Capacity Trading Schedule

**MASTER CAPACITY TRADING SCHEDULE (SHIPPER TO SHIPPER CAPACITY SERVICE)**

**Dated:**  20

**Between**

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

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

**Background**

1. The parties may wish to enter into agreements with each other to sell or buy a Capacity Service from time to time in accordance with the Standard Terms.
2. The parties have agreed that, subject to the relevant Contract Document, the terms set out in this Master Capacity Trading Schedule will apply to each agreement entered into between them for the provision of a Capacity Service on the Standard Terms.

**The parties agree as follows**

1. Definitions and interpretation
   1. Definitions

In this document:

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

The rules of interpretation in the Standard Terms also apply to this Master Capacity Trading Schedule.

1. Effect of this Document

This Master Capacity Trading Schedule does not oblige either party to contract with the other for the provision of a Capacity Service.

If the parties enter into a binding Contract Document, the terms set out in clause 3 of this Master Capacity Trading Schedule will apply to the relevant Capacity Service except to the extent otherwise provided in that Contract Document.

1. Service Terms

[*These terms may be expanded or deleted, as required*]

* 1. Pressure ranges
     1. Receipt Point

*Insert pressure ranges for Receipt Points for specified pipeline(s).*

* + 1. Delivery Point

*Insert pressure ranges for Delivery Points for specified pipeline(s).*

* 1. Gas Specifications: Additional requirements

*Insert additional gas specification requirements, if any.*

* 1. Gas Day

*Insert the start time for the Gas Day.*

* 1. Specified Curtailment Events
     1. Transporter Maintenance Event

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

* + 1. Other events

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

* 1. System Use Gas Charge

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

* 1. Other charges

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

* 1. Credit Support
     1. Seller

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

* + 1. Buyer

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

* 1. Acceptable Credit Support Provider

*Specify alternative definition, if any.*

* 1. Accounts for payments
     1. Seller

*Specify the account for payments to the Seller.*

* + 1. Buyer

*Specify the account for payments to the Buyer.*

* 1. Settlement Date

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

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

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

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

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

* 1. Nomination Deadlines

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

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

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

* 1. Renomination

*Specify whether Renomination will apply to agreements.*

* 1. Nomination Procedure
     1. Seller

Phone number

Email address

* + 1. Buyer

Phone number

Email address

* 1. Title Transfer

*Specify whether Title Transfer applies to this agreement.*

* 1. Within tolerance variations

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

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

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

**EXECUTED** as an agreement

*[Select preferred method of execution.]*

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

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