# **VECTOR GAS LIMITED: CONTRACT DISCLOSURES FOR 2014-15 DISCLOSURE YEAR**

## DISCLOSURE OF NEW AND MODIFIED NON-STANDARD AGREEMENTS

Vector Gas Limited (*Vector*<sup>1</sup>) is required by the Commerce Commission's Gas Transmission Information Disclosure Determination 2012 (the *IDD*) to disclose defined terms and conditions for any new and non-standard agreements entered into as well as any modifications to existing non-standard agreements made during the disclosure year.

This document represents Vector's required contract disclosures (the Disclosure) for the disclosure year 1 July 2014 to 30 June 2015.

#### **TYPES OF NON-STANDARD AGREEMENTS**

Vector currently offers three main types of non-standard agreements for gas transmission; Vector also offers an agreement for the right to connect to Vector's gas transmission system (the *pipeline*).

The Vector Transmission Code<sup>2</sup> (the *Code*) contains the standard terms and conditions for gas transmission. Non-standard gas transmission agreements must comply with the Code.

Agreements for connections to the pipeline exist to some extent outside of the Code, though they reference a number of Code provisions.

Current non-standard agreements comprise:

Gas transmission –

- Supplementary Agreement (SA)
  - Sets the firm gas transmission capacity, being the maximum daily quantity (*MDQ*) and maximum hourly quantity (*MHQ*) of gas that Vector is required to receive at the Receipt Point(s) and the equivalent quantities of gas that Vector is required to make available to the Shipper at the Delivery Point(s)
  - $\circ$   $\;$  The capacity may be used to deliver gas only to the end user defined in the agreement
- Interruptible User Contract (*IUC*)
  - Allows the Shipper to request, for and/or on each day, MDQ on an interruptible basis
  - Capacity approved by Vector may be used to deliver gas only to the end user defined in the agreement
- Interruptible Shipper Contract (ISC)

<sup>&</sup>lt;sup>1</sup> Vector Gas Limited is a "GTB (or gas transmission business)", as referred to in the Gas Transmission Information Disclosure Determination 2012.

<sup>&</sup>lt;sup>2</sup> A copy of the current Code can be downloaded from: <u>www.oatis.co.nz</u>\Vector Information Exchange\Publications\VTC - Current Version.

- o Allows the Shipper to request, for and/or on each day, MDQ on an interruptible basis
- Capacity approved by Vector may be used only to deliver gas from one defined section of the pipeline to another (i.e. not for a defined end user)

Connection to the pipeline -

- Interconnection Agreement (*ICA*)
  - Provide for the right to connect to the pipeline at a defined point (receipt, delivery or bi-directional)

### DISCLOSURE

The attached appendices together make up the Disclosure, ie:

- Appendix 1: Lists the terms required to be disclosed by the IDD
- Appendix 2: Tabulates the new and non-standard agreements and modifications being disclosed. To minimise repetition and the size of this Disclosure, contract provisions and terms common to different agreements (*Common Terms*) are referenced by a number, with the details of each Common Term being set out in Appendix 3.
- Appendix 3: Summarises the Common Terms referred to in Appendix 2.

# **APPENDIX 1 - AGREEMENT TERMS TO BE DISCLOSED**

The Commerce Commission's Gas Transmission Information Disclosure Determination 2012 (the IDD) requires Vector to disclose the terms listed in the table below in respect of any:

- 1. new non-standard agreement entered into; and
- 2. modifications to an existing non-standard agreement

IDD Reference	IDD Requirement	Vector's Interpretation
section 1.4.1: Prescribed term (a)	Describe the goods or services to be supplied under the contract	<ul> <li>Goods or services means, in respect of:</li> <li>each SA, firm gas transmission capacity;</li> <li>each IUC and ISC, interruptible gas transmission capacity; and</li> <li>each ICA, the right of connection to the pipeline</li> </ul>
section 1.4.1: Prescribed term (b)	Determine, or provide for the determination of the quantity or amount of those goods or services	<ul> <li>In respect of each SA, IUC and ISC:         <ul> <li>the maximum quantity of goods and services that Vector is required to provide is determined by the amount of gas transmission capacity under the agreement; and</li> <li>the actual quantity of goods and services provided by Vector is determined by the daily delivery quantity under the agreement</li> </ul> </li> </ul>
section 1.4.1: Prescribed term (c) (ii)	Specify, determine, or provide for the determination of the timing of payment for those goods or services	The date by which the relevant Vector invoice is required to be paid

section 1.4.1: Prescribed term (c) (iii)	Specify, determine, or provide for the determination of the security for payment for those goods or services	Security for payment to Vector under the agreement (if any), in accordance with the options set out in the relevant agreement
section 1.4.1: Prescribed term (c) (iv)	Specify, determine, or provide for the determination of [Vector's] obligations and responsibilities (if any) to consumers in the event that the supply of gas transmission services to consumers is interrupted	This is understood to relate only to: <ul> <li>curtailment or shutdown of the supply of firm gas transmission capacity, i.e. to Vector's obligations under SAs, and excludes all IUCs and ISCs under which capacity is inherently interruptible; and</li> <li>Vector's obligations once an interruption has occurred (i.e. after the event) and not to obligations Vector may have prior to an interruption, including to avoid or mitigate an interruption</li> </ul>
section 2.4.17 (1)	The maximum monthly amount of gas (in gigajoules) to be conveyed to the consumer under the contract, or (if the amount is not quantified in the contract) a reasonable estimate of that amount based on the duration of the contract	The maximum monthly quantity multiplied by the number of days in a month (i.e. 31 unless otherwise stated)
section 2.4.17 (2)	The month in which the supply of the maximum monthly amount of gas referred to in subclause 2.4.17 (1) of this section is to occur, or is most likely to occur	The month that the maximum monthly quantity occurred or is most likely to occur
section 2.4.17 (3)	The pressure or pressures at which the gas is to be supplied or conveyed under that contract, or (if the pressure is not specified in the contract) a reasonable estimate of that pressure	Generally the nominal delivery pressure (where regulated) or the typical pipeline pressure (where not

	regulated), at the relevant Delivery Point
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The following Prescribed term is not required to be disclosed and is not disclosed in the Disclosure:

IDD Reference	IDD Requirement	Interpretation
section 1.4.1: Prescribed term (c) (i)	Specify, determine, or provide for the determination of the price at which those goods or services are to be supplied	The price or how the price is determined
		Under section 2.4.12 (2) of the IDD Vector is not required to disclose this

#### **APPENDIX 2 – NEW AND NON-STANDARD AGREEMENTS**

Contract Identifier	201510:1			
Contract Name	Supplementary Agreement (Te Rapa Cogeneration Plant)	Receipt Point(s)	Te Kowhai	
Contract Party	Contact Energy Limited	Delivery Point(s)	Te Rapa Cogeneration Plant	
Contract Type	SA	Interconnection Point(s)	N/A	
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the	
Prescribed term (I	<ul><li>o) - quantity supplied</li></ul>		MDQ is 23,200 GJ, MHQ is 1,092 GJ; See also Common Term 2a	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a		
Prescribed term (	c) (iii) - security for payment	Contract Party has an acceptable credit rating (see Common Term 4a)		
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5a		
section 2.4.17 (1) - maximum monthly amount of gas		719,200 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) gas	- month of maximum monthly amount of	nt of October		
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed	22.5 bar gauge (nominal delivery pressure)		

<b>Contract Identifier</b>	201510:2		
Contract Name	Interconnection Agreement for Te Rapa Cogeneration Plant Delivery Point	Receipt Point(s)	N/A
Contract Party	Contact Energy Limited	Delivery Point(s)	Te Rapa Cogeneration Plant
Contract Type	ICA	Interconnection Point(s)	At the end of Vector's 444 lateral from the Delivery Point to the end-user's plant
Prescribed term	(a) - goods or services to be supplied	Connection to Vector's pipeli	ne (see Common Term 1a)
Prescribed term (b) - quantity supplied		Not Applicable	
Prescribed term (c) (ii) - timing of payment		See Common Term 3b	
Prescribed term (c) (iii) - security for payment		Contract Party has an accept	able credit rating (See Common Term 4b)
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5c	
section 2.4.17 (1) - maximum monthly amount of gas		Not Applicable	
section 2.4.17 (2) - month of maximum monthly amount of gas		Not Applicable	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		22.5 bar gauge (nominal del	ivery pressure)

Contract Identifier	201510:3		
Contract Name	Interruptible User Contract (Otahuhu B Power Station)	Receipt Point(s)	Rotowaro
Contract Party	Contact Energy Limited	Delivery Point(s)	Otahuhu B Power Station
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Interruptible capacity for to the Delivery Point	or the transmission of gas from the Receipt Point
Prescribed term (I	<ul><li>o) - quantity supplied</li></ul>	See Common term 2b: Point	there is an SA for this end user and Delivery
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has an a	cceptable credit rating (see Common Term 4a)
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		463,000 GJ (estimated)	
section 2.4.17 (2) - month of maximum monthly amount of gas		April	
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas r conveyed	as 48 bar gauge (nominal delivery pressure)	

Contract Identifier 201510:4				
Contract Name	Interconnection Agreement for Delivery Points	Receipt Point(s)	N/A	
Contract Party	Fonterra Limited	Delivery Point(s)	Lichfield DF, Lichfield 2 & Pahiatua DF Delivery Points	
Contract Type	ICA	Interconnection Point(s)	Within each Delivery Point	
Prescribed term (a	a) - goods or services to be supplied	Connection to Vector's	pipeline (see Common Term 1a)	
Prescribed term (b	o) - quantity supplied	Not Applicable		
Prescribed term (c) (ii) - timing of payment		See Common Term 3c		
Prescribed term (c) (iii) - security for payment		See Common Term 4c		
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5d		
section 2.4.17 (1)	- maximum monthly amount of gas	Not Applicable		
section 2.4.17 (2) - month of maximum monthly amount of gas		Not Applicable		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		Lichfield DF: 7.2 bar gauge (nominal delivery pressure) Lichfield 2: 4.5 bar gauge (nominal delivery pressure) Pahiatua DF: 3.5 bar gauge (nominal delivery pressure)		

Contract Identifier	201510:5		
Contract Name	Supplementary Agreement (Auckland District Health Board)	Receipt Point(s)	Rotowaro
Contract Party	Genesis Energy Limited	Delivery Point(s)	Greater Auckland
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the
Prescribed term (	b) - quantity supplied	MDQ is 1,650 GJ, MHQ See also Common Term	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has an a	cceptable credit rating (see Common Term 4a)
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5a	
section 2.4.17 (1) - maximum monthly amount of gas		51,150 GJ (i.e. MDQ x 31)	
section 2.4.17 (2) - month of maximum monthly amount of gas		July	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		18.1 bar gauge (nominal delivery pressure)	

Contract Identifier	201510:6			
Contract Name	Supplementary Agreement (Bay Grain Driers)	Receipt Point(s)	Pokuru	1
Contract Party	Genesis Energy Limited	Delivery Point(s)	Te Puke	
Contract Type	SA	Interconnection Point(s) N/A		
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point Delivery Point		on of gas from the Receipt Point to the
Prescribed term (b	<ul><li>o) - quantity supplied</li></ul>	MDQ: As per the table t	pelow:	
		Period of the Year		maximum daily quantity (GJ)
		October – February, in	clusive	0
		March		100
		April		150
		May and June		200
		July		150
		August September		<u> </u>
		MHQ is the MDQ divided See also Common Term		
Prescribed term (	c) (ii) - timing of payment	Se Common Term 3a		
Prescribed term (o	c) (iii) - security for payment	Contract Party has an a	cceptable	e credit rating (see Common Term 4a)
Prescribed term (c is interrupted	c) (iv) - Vector's obligations when service	See Common Term 5a		
section 2.4.17 (1)	- maximum monthly amount of gas	6,200 GJ (estimated)		
section 2.4.17 (2) gas	- month of maximum monthly amount of	of May		
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed	10 bar gauge (estimate	d)	

Contract Identifier	201510:7		
Contract Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni
Contract Party	Genesis Energy Limited	Delivery Point(s)	Pokuru 2
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Interruptible capacity fo to the Delivery Point	r the transmission of gas from the Receipt Point
Prescribed term (b	<ul><li>) - quantity supplied</li></ul>	See Common Term 2c	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (o	:) (iii) - security for payment	Contract Party has an ad	cceptable credit rating (see Common Term 4a)
Prescribed term (or is interrupted	:) (iv) - Vector's obligations when service	See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		99,000 GJ (estimated)	
section 2.4.17 (2) - month of maximum monthly amount of gas		July	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		70 bar gauge (estimated	d)

<b>Contract Identifier</b>	201510:8		
Contract Name	Interruptible Shipper Contract (Kupe to Frankley Road)	Receipt Point(s)	Kapuni North Receipt
Contract Party	Genesis Energy Limited	Delivery Point(s)	Frankley Road
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Interruptible capacity fo to the Delivery Point	r the transmission of gas from the Receipt Point
Prescribed term (I	o) - quantity supplied	See Common Term 2d	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has an ac	cceptable credit rating (see Common Term 4a)
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		905,000 GJ (estimated)	
section 2.4.17 (2) - month of maximum monthly amount of gas		March	
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed	s 45 bar gauge (estimated: determined by pressure in Maui Pipeline)	

Contract Identifier	201510:9			
Contract Name	Supplementary Agreement (NZ Grain & Seed)	Receipt Point(s)	Pokurı	1
Contract Party	Genesis Energy Limited	Delivery Point(s)	Kihikih	ii (Te Awamutu)
Contract Type	SA	Interconnection Point(s)	N/A	
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmissio	n of gas from the Receipt Point to the
Prescribed term (b	) - quantity supplied	MDQ: As per the table t	pelow:	
		Period of the Year		maximum daily quantity (GJ)
		October – February, in	clusive	0
		March		200
		April		250
		May and June		400
		July		250
		August		200
		September		0
		MHQ is the MDQ divided See also Common Term		
Prescribed term (o	:) (ii) - timing of payment	See Common Term 3a		
Prescribed term (c	:) (iii) - security for payment	Contract Party has an a	cceptable	e credit rating (see Common Term 4a)
Prescribed term (c is interrupted	c) (iv) - Vector's obligations when service	See Common Term 5a		
	- maximum monthly amount of gas	12,400 GJ (estimated)		
gas	- month of maximum monthly amount of	Мау		
section 2.4.17 (3) is to be supplied of	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	8 bar gauge (estimated	)	

Contract Identifier	201510:10			
Contract Name	Supplementary Agreement (Yashili Pokeno)	Receipt Point(s)	Rotowaro	
Contract Party	Genesis Energy Limited	Delivery Point(s)	Tuakau 2	
Contract Type	SA	Interconnection Point(s)	N/A	
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the	
Prescribed term (b) - quantity supplied			MDQ is 1,575 GJ, MHQ is 125 GJ; See also Common Term 2a	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a		
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating (see Common Term 4a)		
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5a		
section 2.4.17 (1) - maximum monthly amount of gas		48,825 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) gas			August	
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed	17 bar gauge (estimated)		

Contract Identifier	201510:11		
Contract Name	Interruptible User Contract (Rimu Production Station)	Receipt Point(s)	Kapuni South
Contract Party	Genesis Energy Limited	Delivery Point(s)	Mokoia
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Interruptible capacity for to the Delivery Point	or the transmission of gas from the Receipt Point
Prescribed term (	b) - quantity supplied	See Common term 2b	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating (see Common Term 4a)	
Prescribed term ( is interrupted	c) (iv) - Vector's obligations when service	See Common Term 5a	
section 2.4.17 (1)	- maximum monthly amount of gas	900 GJ (estimated)	
section 2.4.17 (2) - month of maximum monthly amount of gas		August	
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed	70 bar gauge (estimated)	

Contract Identifier	201510:12		
Contract Name	Supplementary Agreement (Ballance Ammonia-Urea Plant)	Receipt Point(s)	Frankley Road-Bi and/or other Receipt Point valid for the Shipper on Vector's Frankley Road – Kapuni pipeline
Contract Party	<b>Greymouth Gas New Zealand Limited</b>	Delivery Point(s)	Ballance 8201 & Ballance 9626
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	nsmission of gas from the Receipt Point to the
Prescribed term (I	o) - quantity supplied	MDQ: (a) at Ballance 8201, (b) at Ballance 9626, MHQ: (a) at Ballance 8201, (b) at Ballance 9626, See also Common Term	, 12,200 GJ; , 460 GJ; and , 550 GJ
Prescribed term (	c) (ii) - timing of payment	See Common Term 3a	
Prescribed term (	c) (iii) - security for payment	Contract Party has supp	lied a cash bond (see Common Term 4a)
Prescribed term (or is interrupted	c) (iv) - Vector's obligations when service	See Common Term 5a	
section 2.4.17 (1)	- maximum monthly amount of gas	697,500 GJ (i.e. MDQ x 31)	
section 2.4.17 (2) gas	- month of maximum monthly amount of	October	
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed		, 30 bar gauge (estimated); and , 32 bar gauge (estimated)

Contract Identifier	201510:13		
Contract Name	Interconnection Agreement for Hunua 3 Delivery Point	Receipt Point(s)	N/A
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Hunua 3
Contract Type	ICA	Interconnection Point(s)	Within the Delivery Point
Prescribed term (a	) - goods or services to be supplied	Connection to Vector's	pipeline (see Common Term 1a)
Prescribed term (b	) - quantity supplied	Not Applicable	
Prescribed term (c	) (ii) - timing of payment	See Common Term 3b	
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond (See Common Term 4b)	
Prescribed term (c is interrupted	) (iv) – Vector's obligations when service	See Common Term 5c	
section 2.4.17 (1)	- maximum monthly amount of gas	Not Applicable	
section 2.4.17 (2) - month of maximum monthly amount of gas		Not Applicable	
section 2.4.17 (3) is to be supplied o	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	66 bar gauge (gas is de	livered at pipeline pressure, i.e. unregulated)

Contract Identifier	201510:14		
Contract Name	Supplementary Agreement (Tatua Dairy)	Receipt Point(s)	Te Kowhai
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Tatuanui DF
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a	<ul> <li>goods or services to be supplied</li> </ul>	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the
Prescribed term (b	) - quantity supplied	MDQ is:	
		(a) from the Gas-on	Date until 30 September 2015, 2,112 GJ; and
		(b) in each subsequent Year, the amount notified to Vector by 31 July in the previous Year that is between 1,500 GJ and 2,112 GJ;	
		MHQ is MDQ divided by	16
		See also Common Term	2a
Prescribed term (c	:) (ii) - timing of payment	See Common Term 3a	
Prescribed term (c	:) (iii) - security for payment	Contract Party has supplied a cash bond (see Common Term 4a)	
Prescribed term (c) (iv) – Vector's obligations when service Se is interrupted		See Common Term 5a	
section 2.4.17 (1) - maximum monthly amount of gas 46,500 GJ (estimated)			
section 2.4.17 (2) gas	- month of maximum monthly amount of	f October	
section 2.4.17 (3) is to be supplied o	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	5.5 bar gauge (estimate	ed)

Contract Identifier	201510:15		
Contract Name	Interruptible User Contract (Southdown Power Station)	Receipt Point(s)	Rotowaro
Contract Party	Mighty River Power Limited	Delivery Point(s)	Southdown Power Station
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a	<ul> <li>goods or services to be supplied</li> </ul>	Interruptible capacity for to the Delivery Point	or the transmission of gas from the Receipt Point
Prescribed term (b) - quantity supplied		See Common term 2b: there is an SA for this end user and Delivery Point	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating (see Common Term 4a)	
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		166,000 GJ (estimated)	
section 2.4.17 (2) gas	- month of maximum monthly amount of	of October	
section 2.4.17 (3) is to be supplied o	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	49 bar gauge (nominal delivery pressure)	

Contract Identifier	201510:16		
Contract Name	Supplementary Agreement (Taranaki By-Products)	Receipt Point(s)	Kapuni South
Contract Party	Nova Energy Limited	Delivery Point(s)	Okaiawa
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	nsmission of gas from the Receipt Point to the
Prescribed term (b	o) - quantity supplied	MDQ is 1,680 GJ, MHQ i See also Common Term	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond (see Common Term 4a)	
Prescribed term (c is interrupted	c) (iv) - Vector's obligations when service	See Common Term 5a	
section 2.4.17 (1)	- maximum monthly amount of gas	52,080 GJ (i.e. MDQ x 31)	
section 2.4.17 (2) gas	- month of maximum monthly amount of	ount of May	
section 2.4.17 (3) is to be supplied of	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	3.3 bar gauge (estimated)	

Contract Identifier	201510:17		
Contract Name	Interruptible User Contract (Refining New Zealand)	Receipt Point(s)	Rotowaro
Contract Party	Nova Energy Limited	Delivery Point(s)	Marsden 1
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a	) - goods or services to be supplied	Interruptible capacity for to the Delivery Point	r the transmission of gas from the Receipt Point
Prescribed term (b	) - quantity supplied	See Common term 2b	
Prescribed term (c	) (ii) - timing of payment	See Common Term 3a	
Prescribed term (c	) (iii) - security for payment	Contract Party has supp	lied a cash bond (see Common Term 4a)
Prescribed term (c is interrupted	) (iv) – Vector's obligations when service	See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		285,000 GJ (estimated)	
section 2.4.17 (2) gas	- month of maximum monthly amount of	f May	
section 2.4.17 (3) is to be supplied o	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	19 bar gauge (nominal c	lelivery pressure)

Contract Identifier	201510:18		
Contract Name	Interruptible Shipper Contract (Kupe to Frankley Road)	Receipt Point(s)	Кире
Contract Party	Trustpower Limited	Delivery Point(s)	Frankley Road
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Interruptible capacity fo to the Delivery Point	r the transmission of gas from the Receipt Point
Prescribed term (I	o) - quantity supplied	See Common Term 2d	
Prescribed term (	c) (ii) - timing of payment	See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond (see Common Term 4a)	
Prescribed term ( is interrupted	c) (iv) - Vector's obligations when service	See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		19,000 GJ (estimated)	
section 2.4.17 (2) gas	- month of maximum monthly amount of	November	
section 2.4.17 (3) is to be supplied of	<ul> <li>pressure or pressures at which the gas or conveyed</li> </ul>	45 bar gauge (estimated	d: determined by pressure in Maui Pipeline)

Contract Identifier	201510:19		
Contract Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni North
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Pokuru 2
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (	a) - goods or services to be supplied	Interruptible capacity fo to the Delivery Point	or the transmission of gas from the Receipt Point
Prescribed term (	b) - quantity supplied	See Common Term 2c	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has a guarantee from a third party with an acceptable credit rating (see Common Term 4a)	
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		270,000 GJ (estimated)	
section 2.4.17 (2) - month of maximum monthly amount of gas		November	
section 2.4.17 (3) is to be supplied	) - pressure or pressures at which the gas or conveyed	70 bar gauge (estimated)	

Contract Identifier	201510:20			
Contract Name	Supplementary Agreement (Pahiatua Dairy Factory)	Receipt Point(s)	Kapuni South	
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Pahiatua DF	
Contract Type	SA	Interconnection Point(s)	N/A	
Prescribed term (	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the	
Prescribed term (	b) - quantity supplied	MDQ is 3,634 GJ, MHQ See also Common Term		
Prescribed term (c) (ii) - timing of payment		See Common Term 3a		
Prescribed term (c) (iii) - security for payment		Contract Party has a guarantee from a third party with an acceptable credit rating (see Common Term 4a)		
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5a		
section 2.4.17 (1)	) - maximum monthly amount of gas	112,654 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas		October		
section 2.4.17 (3) is to be supplied of	) - pressure or pressures at which the gas or conveyed	3.5 bar gauge (nominal delivery pressure)		

Contract Identifier	201510:21		
Contract Name	Interruptible User Contract (PanPac)	Receipt Point(s)	Kapuni South
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Hastings
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a	) - goods or services to be supplied	Interruptible capacity for to the Delivery Point	r the transmission of gas from the Receipt Point
Prescribed term (b	) - quantity supplied	See Common term 2b	
Prescribed term (c	) (ii) - timing of payment	See Common Term 3a	
Prescribed term (c	) (iii) - security for payment	Contract Party has a gua credit rating (see Comm	arantee from a third party with an acceptable on Term 4a)
Prescribed term (c is interrupted	) (iv) – Vector's obligations when service	See Common Term 5b	
section 2.4.17 (1)	- maximum monthly amount of gas	30,000 GJ (estimated)	
section 2.4.17 (2) gas	- month of maximum monthly amount of	October	
section 2.4.17 (3) is to be supplied of	<ul> <li>pressure or pressures at which the gas</li> <li>conveyed</li> </ul>	10.5 bar gauge (estimat	ed)

Contract Identifier	201510:22		
Contract Name	Supplementary Agreement (Southern Paprika)	Receipt Point(s)	Rotowaro
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Warkworth
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the
Prescribed term (t	o) - quantity supplied	MDQ is 1,500 GJ (subje	ect to the terms of the agreement;
		MHQ is MDQ divided by	20.5479
		See also Common Term	n 2a
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c	c) (iii) - security for payment	Contract Party has a gu credit rating (see Comm	arantee from a third party with an acceptable non Term 4a)
Prescribed term (c is interrupted	c) (iv) – Vector's obligations when service	See Common Term 5a	
section 2.4.17 (1) - maximum monthly amount of gas		46,500 GJ (i.e. MDQ x 31)	
section 2.4.17 (2) - month of maximum monthly amount of gas		July	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		14 bar gauge (nominal	delivery pressure)

<b>Contract Identifier</b>	201510:23		
Contract Name	Supplementary Agreement (CHH Whakatane)	Receipt Point(s)	Pokuru
Contract Party	On Gas Limited	Delivery Point(s)	Whakatane
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (	a) - goods or services to be supplied	Firm capacity for the tra Delivery Point	ansmission of gas from the Receipt Point to the
Prescribed term (	o) - quantity supplied	MDQ is 2,250 GJ, MHQ See also Common Term	
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has a gu credit rating (see Comn	arantee from a third party with an acceptable non Term 4a)
Prescribed term ( is interrupted	c) (iv) – Vector's obligations when service	See Common Term 5a	
section 2.4.17 (1)	- maximum monthly amount of gas	69,750 GJ (i.e. MDQ x 3	31)
section 2.4.17 (2) gas	- month of maximum monthly amount of	July	
section 2.4.17 (3) is to be supplied of	- pressure or pressures at which the gas or conveyed	3.5 bar gauge (nominal	delivery pressure)

<b>Contract Identifier</b>	201510:24		
Contract Name	Interruptible User Contract (CHH Whakatane)	Receipt Point(s)	Pokuru
Contract Party	On Gas Limited	Delivery Point(s)	Whakatane
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a	) - goods or services to be supplied	Interruptible capacity for to the Delivery Point	or the transmission of gas from the Receipt Point
Prescribed term (b	) - quantity supplied	See Common term 2b: Point	there is an SA for this end user and Delivery
Prescribed term (c) (ii) - timing of payment		See Common Term 3a	
Prescribed term (c) (iii) - security for payment		Contract Party has a gu credit rating (see Comm	arantee from a third party with an acceptable non Term 4a)
Prescribed term (c) (iv) – Vector's obligations when service is interrupted		See Common Term 5b	
section 2.4.17 (1) - maximum monthly amount of gas		2,000 GJ (estimated)	
section 2.4.17 (2) - month of maximum monthly amount of gas		December	
section 2.4.17 (3) is to be supplied of	<ul> <li>pressure or pressures at which the gas</li> <li>r conveyed</li> </ul>	3.5 bar gauge (nominal	delivery pressure)

# **APPENDIX 3 – SUMMARY OF COMMON TERMS**

Common Term Reference	Where Used	IDD Reference	Common Term Meaning
1a	ICA	Prescribed term (a) - goods or services to be supplied	As per 1.1 of the ICA: Vector will permit connection of the Interconnected Party's Pipeline, and the Interconnected Party will connect its Pipeline to Vector's Pipeline, on and subject to the terms and conditions set out in this Agreement.
2a	SA	Prescribed term (b) - quantity supplied	Capacity is the MDQ and MHQ specified in the agreement Actual usage of capacity on a day (i.e. the Delivery Quantity) is the GJ of gas taken by the Shipper at the Delivery Point for supply to the relevant end user, determined in accordance with section 6.5(a) or section 6.5(b) of the Code.
2b	IUC	Prescribed term (b) - quantity supplied	Capacity is the MDQ (and MHQ) as determined by the nominations and approval processes set out in the agreement which, notwithstanding its prior agreement, Vector is entitled to interrupt wholly or in part at any time Actual usage of capacity on a day (i.e. the Delivery Quantity) is: • Where there is no SA for the end user and Delivery Point: The GJ of gas taken by the Shipper at the Delivery Point for supply to the end user, determined in accordance with section 6.5(a) or section 6.5(b) of the Code; or • Where there is also an SA for the same end user and Delivery Point, the greater of: (a) DQ - SC; and (b) zero,

			where:
			DQ (i.e. Delivery Quantity) is the GJ of gas taken by the Shipper at the Delivery Point for supply to the end user, determined in accordance with section 6.5(a) or section 6.5(b) of the Code; and SC (i.e. Supplementary Capacity) is the MDQ under the SA
2c	ISC	Prescribed term (b) - quantity supplied	Capacity is the MDQ (and MHQ) as determined by the nominations and approval processes set out in the agreement which, notwithstanding its prior agreement, Vector is entitled to interrupt wholly or in part at any time Actual usage of capacity on a day (i.e. the Delivery Quantity) is the GJ of gas taken by the Shipper on a day at the Delivery Point which, as per section 6.5(e) of the Code, is deemed to equal the MDQ approved by Vector for that day.
2d	ISC	Prescribed term (b) - quantity supplied	Capacity is the MDQ (and MHQ) as determined by the nominations and approval processes set out in the agreement which, notwithstanding its prior agreement, Vector is entitled to interrupt wholly or in part at any time Actual usage of capacity on a day (i.e. the Delivery Quantity) is the greater of: (a) DQ - RC - SC; and (b) zero, where: DQ is the GJ of gas taken by a Shipper at the Delivery Point, determined in accordance with section 6.5(c) of the Code; RC is the Shipper's aggregate Reserved Capacity for that Delivery Point (if any); and SC is the aggregate MDQ under the Shipper's SAs (if any) for that Delivery
			Point

За	SA, IUC and ISC	Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code: Payments must be by the later of the 20th day of the month in which the invoice is rendered or 10 Business Days after receipt of such invoice.
3b	ICA	Prescribed term (c) (ii) - timing of payment	As per sections 12.6 of the ICA: Payments must be by the later of the 20th day of the month in which the invoice is rendered or 10 Business Days after receipt of such invoice.
3с	ICA	Prescribed term (c) (ii) - timing of payment	As per section 7.4 of the ICA: Payments must be by the 20 <sup>th</sup> day of the month following the month in which the invoice is rendered.
4a	SA, IUC and ISC	Prescribed term (c) (iii) - security for payment	<ul> <li>As per section 14 of the Code, i.e.:</li> <li>14.2 By 1 January 2008 and at all times until the Shipper has paid all outstanding amounts and all amounts payable or which may become payable in the 30 months following expiry or termination of the Shipper's TSA, each Shipper must comply, at its election, with one of the following: <ul> <li>(a) hold an acceptable credit rating in accordance with section 14.3;</li> <li>(b) pay two separate cash bonds, one to Vector and another to the BPP Trustee. Vector and the BPP Trustee will deal with the respective bonds in accordance with this section 14; or</li> <li>(c) arrange for a third party to provide one or a combination of the following securities, for the amount required in accordance with this section 14, provided the party providing the security maintains an acceptable credit rating in accordance with section 14.3:</li> </ul> </li> </ul>

			<ul> <li>(i) an unconditional payment guarantee or letter of credit in favour of Vector or the BPP Trustee;</li> </ul>
			<ul><li>(ii) an unconditional third party payment guarantee in favour of Vector or the BPP Trustee; or</li></ul>
			(iii) a security bond in favour of Vector or the BPP Trustee.
			14.3 For the purposes of sections 14.2(a) and (c), an acceptable credit rating means a long term credit rating of at least Baa3 (Moody's Investor Services Inc.), BBB- (Standard & Poors Ratings Group), B (AM Best), B (Fitch), such other equivalent credit rating or other reference from a reputable person which is reasonably acceptable to Vector or the BPP Trustee, as applicable, (including confirmation from an independent auditor that, in its opinion, the relevant Shipper or third party security provider satisfies the criteria that would be applied in the granting of such a credit rating).
			14.4 The Shipper or third party security provider (as the case may be) will provide such evidence of the acceptable credit rating (as set out in section 14.3), as Vector or the BPP Trustee may from time to time reasonably require.
			14.5 The amount of a cash bond or the amount which may be payable to Vector or the BPP Trustee pursuant to any security provided pursuant to section 14.2 (as the case may be) shall be:
			(a) for the BPP Trustee, \$115,000; and
			(b) for Vector, Vector's reasonable estimate of three months of the Shipper's Transmission Charges (including GST).
4b	ICA	Prescribed term (c) (iii) - security for payment	As per section 10 of the ICA, i.e.: 10.1 At all times during the term of this Agreement and at all times until the
			Interconnected Party has paid all outstanding amounts and all amounts payable or which may become payable in the month following expiry or termination of the

Agreement, the Interconnected Party must comply, at its election, with one of the following (each individually Credit Support): (a) hold an acceptable credit rating in accordance with section 10.2; (b) arrange for a third party to provide one or a combination of the following
securities, for the amount required in accordance with this section 10, provided the party providing the security maintains an acceptable credit rating in accordance with section 10.2:
<ul> <li>an unconditional payment guarantee or letter of credit in favour of Vector; or</li> </ul>
<ul><li>(ii) an unconditional third party payment guarantee in favour of Vector; or</li></ul>
(iii) a security bond in favour of Vector
10.2 For the purposes of sections 10.1, an acceptable credit rating means a long term credit rating of at least Baa3 (Moody's Investor Services Inc.), BBB- (Standard & Poors Ratings Group), B (AM Best), B (Fitch) or such other equivalent credit rating or other reference from a reputable person which is reasonably acceptable to Vector, (including confirmation from an independent auditor that, in its opinion, the relevant Interconnected Party or third party security provider satisfies the criteria that would be applied in the granting of such a credit rating).
10.3 The Interconnected Party or third party security provider (as the case may be) will provide such evidence of the acceptable credit rating (as set out in section 10.2), as Vector may from time to time reasonably require.
10.4 The amount which may be payable to Vector pursuant to any security provided pursuant to section 10.1 shall be Vector's reasonable estimate of 3 months of the Charges.

4c	ICA	Prescribed term (c) (iii) - security for payment	As per 7.7 of the ICA: Where an Interconnection Fee is payable in respect of a Delivery Point and the Interconnected Party defaults without reasonable excuse in the payment on the due date of such fee, then interest shall be payable on the amount unpaid from the due date for payment until the date payment is made, at a rate equal to the Bill Rate plus 5% per annum, calculated on a Daily basis (compounded monthly).
5a	SA	Prescribed term (c) (iv) – Vector's obligations when service is interrupted	As per section 10 of the Code, i.e.: 10.1(j) minimise the period of curtailment or shutdown to the extent reasonably practicable and resume making Gas available at a Delivery Point as soon as reasonably practicable; and 10.2 minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable; and 10.4 provide each Shipper with an appropriate rebate of the Capacity Reservation Charge and any fixed charge which is not calculated by reference to the throughput of any quantity of Gas in an [SA] or pursuant to an ATS Notice, paid by that Shipper for the loss or reduction of transmission service as a result of the period of curtailment or shutdown, except to the extent that the Shipper has caused or contributed to any event or circumstance giving rise to such curtailment or shutdown.
5b	IUC and ISC	Prescribed term (c) (iv) – Vector's obligations when service is interrupted	<ul> <li>Vector has no obligation to provide any gas transmission capacity under an IUC or ISC, and may reduce, to any extent, any capacity it has previously agreed to provide (an "Interruption").</li> <li>Vector has no obligations (i.e. liability) to a Shipper arising from an Interruption under any IUC or ISC.</li> </ul>
5c	ICA	Prescribed term (c) (iv) – Vector's obligations when service is interrupted	As per section 9 of the ICA, i.e.: 9.1(e) [Vector shall] minimise the period of curtailment or shutdown to the extent reasonably practicable, and restore the Interconnected Party's ability to take Gas as soon as reasonably practicable; and

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			<ul> <li>9.3 Vector will minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable.</li> <li>9.5 In any case of curtailment or shutdown [arising from an Emergency, a Force Majeure Event, Critical Contingency, Maintenance or Scheduled Maintenance, no Shipper having a valid transmission agreement in respect of the Delivery Point, or an Operational Flow Order], Vector shall provide the Interconnected Party with an appropriate rebate of the Fixed Interconnection Charge for such curtailment or shutdown, except to the extent that the Interconnected Party:</li> </ul>
			<ul> <li>(a) caused or contributed to any event or circumstance giving rise to such curtailment or shutdown including [when it is unsafe to connect to the pipeline];</li> </ul>
			(b) was carrying out Maintenance or Scheduled Maintenance during the curtailment or shutdown; or
			(c) did not intend to take Gas at the Delivery Point during the curtailment or shutdown.
5d	ICA	Prescribed term (c)	As per section 5 of the ICA, i.e.:
		(iv) – Vector's obligations when service is interrupted	5.1(e) minimise the period of curtailment or shutdown to the extent reasonably practicable, and restore the Interconnected Party's ability to take Gas as soon as reasonably practicable; and
			5.3 In relation to [curtailment or shutdown arising from an Emergency, a Force Majeure Event, Maintenance or Scheduled Maintenance] Vector will minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable;
			5.5 In any case of curtailment or shutdown [arising from an Emergency, a Force Majeure Event, Critical Contingency, Maintenance or Scheduled Maintenance, no Shipper having a valid transmission agreement in respect of a Delivery Point, or an

Operational Flow Order] Vector shall provide the Interconnected Party with an appropriate rebate of the Interconnection Fee for the period of such curtailment or shutdown, except to the extent that the Interconnected Party:
<ul> <li>(a) caused or contributed to any event or circumstance giving rise to such curtailment or shutdown, including [where the curtailment or shutdown is to enable modifications to the Metering required due to the Interconnected Party taking gas at rates less than the Minimum Design Flow Rate to the extent that rendered the Metering Inaccurate];</li> </ul>
<ul> <li>(b) was carrying out Maintenance or Scheduled Maintenance during the curtailment or shutdown that reduced its ability to take Gas at the relevant Delivery Point; or</li> </ul>
(c) did not intend to take Gas at the relevant Delivery Point during the curtailment or shutdown.