



REGULATORY DISCLOSURE

Gas transmission services: Non-standard contracts disclosure

12 months ended 30 September 2025



1 Introduction

Firstgas is part of the Clarus group of companies which is one of New Zealand's largest energy groups with businesses that touch many aspects of the energy supply chain including Rockgas, Firstgas, Firstlight Network, First Renewables and Flexgas. Whether it's transmission, distribution, supply or storage of energy, the companies within the Clarus group service over half a million homes and businesses of all sizes around New Zealand.

Firstgas owns and operates more than 2,500 km of high pressure gas transmission pipelines and stations that supply natural gas from Taranaki to industrial consumers throughout the North Island. It also owns 4,800 km of gas distribution networks across parts of the North Island. Combined, Firstgas connects over 300,000 homes and businesses with natural gas through its transmission and distribution systems. This essential infrastructure supports New Zealand's economy, so the group is committed to helping customers maximise value from it. Flexgas provides energy storage services to electricity generators, offering an important source of flexibility to the electricity system and supporting high levels of intermittent wind, hydro and solar generation.

Rockgas is New Zealand's largest LPG retail supplier, providing fast and reliable service through a national network of branches and franchises.

Firstlight Network is the lines company supplying electricity to the Tairāwhiti and Wairoa region, responsible for keeping the lights on across 12,000 square kilometres of the East Coast.

We are also investing in innovative renewable energy solutions such as biomethane and hydrogen, to help New Zealand reach its net zero carbon goals by 2050. Our First Renewables business is leading this work, alongside other options that will bring renewable energy to New Zealand homes, businesses and energy-intensive industries in the future.

Clarus was previously known as Firstgas Group.

Gas transmission system

During this disclosure period, Firstgas' transmission system comprised two parts:

- The **Maui pipeline**, governed by the Maui Pipeline Operating Code (MPOC), being:
 - The gas transmission pipeline system from Oaonui to Huntly, including various laterals and interconnection points
- The **Non-Maui pipelines**, governed by the Gas Transmission Code (GTC), being the:
 - North: commencing at the Rotowaro Receipt Point
 - Central North: commencing at the Rotowaro South/Te Kowhai Receipt Points
 - Bay of Plenty: commencing at the Pokuru 1 and 2 Receipt Points
 - Central South: commencing at the Kapuni North Receipt Point
 - Frankley Road to Kapuni: between the Frankley Road Bi-directional Point and Kapuni
 - South: commencing at the Kapuni South Receipt Point,

including all Receipt and Delivery Points on each part.

Disclosure of new and modified non-standard contracts

This document is a regulatory disclosure prepared pursuant to sections 2.4.12(2), 2.4.15 and 2.4.17 of the *Gas Transmission Information Disclosure Determination 2012*, (ID Determination) consolidating all amendments as of 3 April 2018 issued by the Commerce Commission.

Firstgas¹ is required to disclose defined terms and conditions for any new non-standard contracts entered into, as well as any modifications to existing non-standard contracts made during the disclosure year.

This disclosure does not include any non-standard contracts relating to the Maui pipeline because the MPOC does not permit non-standard contracts. Firstgas provides transmission services to all Shippers on the Maui pipeline in accordance with the standard terms and conditions set out in the MPOC.

The GTC allows Firstgas to enter into non-standard contracts² for gas transmission services on any Non-Maui pipeline. This document represents Firstgas' required disclosure of such contracts (the Disclosure) for the disclosure year 1 October 2024 to 30 September 2025.

This Disclosure was prepared in March 2026.

Further information

For further information regarding this regulatory disclosure, please contact:

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¹ First Gas Limited is a "gas transmission business" or "GTB", as referred to in the *Gas Transmission Information Disclosure Determination 2012*.

² See section 2.7 of the "GTC Effective 09 August 2021", on OATIS at www.oatis.co.nz, "Publications page".

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2 Types of non-standard contracts

The GTC sets out the standard terms and conditions applicable to gas transmission on all Non-Maui pipelines. To use any Non-Maui pipeline a party must have signed a GTC Transmission Services Agreement (TSA), thereby becoming a Shipper. A TSA is Firstgas' standard contract for the provision of gas transmission services.

The GTC also stipulates which standard terms and conditions may be varied in a separate, non-standard transmission contract with a Shipper. A non-standard gas transmission contract can only be used to ship gas to the end-user, Delivery Point or site specified in that contract. Each non-standard contract sets out the specific standard terms of the GTC that it varies; all other standard terms and conditions continue to apply and are incorporated into the non-standard contract.

Firstgas may offer three types of non-standard gas transmission contract, as set out below.

Non-standard transmission contracts:

- **Supplementary Agreement (SA)**
 - Sets the firm gas transmission capacity, being the maximum daily quantity (MDQ) and maximum hourly quantity (MHQ) of gas that Firstgas is required to receive at the Receipt Point(s) and the equivalent quantities of gas that Firstgas is required to make available to the Shipper at the Delivery Point(s)
- **Interruptible User Contract (IUC)**
 - The Shipper may request interruptible transmission capacity (MDQ and hence MHQ) for and/or on each day
 - Firstgas is not obliged to approve any capacity request and may curtail approved interruptible transmission capacity at any time
- **Interruptible Shipper Contract (ISC)**
 - The Shipper may request interruptible transmission capacity (MDQ and hence MHQ) for and/or on each day to ship gas from one part of a Non-Maui pipeline to another, or between Non-Maui pipelines (i.e. not for supply to an end-user)
 - Firstgas is not obliged to approve any capacity request and may curtail approved interruptible transmission capacity at any time.

Firstgas had no IUCs or ISCs in this disclosure year.

Connection contracts

Firstgas also offers a form of contract that allows a party to physically connect to a Non-Maui pipeline. While such contracts are not part of the GTC, they reference various GTC provisions.

- **Interconnection Agreement (ICA)**
 - Allows a gas producer, gas distribution business, directly connected consumer or other party to physically connect to a Non-Maui pipeline
 - Applicable to a receipt point, delivery point or bi-directional point (or more than one)
 - An ICA does not provide for the transmission of gas.

3 Disclosure format

The following appendices are provided with this disclosure:

Appendix 1: Lists the contract terms required to be disclosed by the ID Determination.

Appendix 2: Tabulates new non-standard transmission contracts entered into during the disclosure year, including contracts commencing in a subsequent year.

To avoid unnecessary repetition, contract provisions and terms used in multiple contracts (Common Terms) are referenced by an alpha-numeric code. These codes and the meaning of the Common Term corresponding to each are set out in Appendix 4.

Appendix 3: Tabulates non-standard transmission contracts modified during the disclosure year, including modifications taking effect in a subsequent year.

Price adjustments provided for in a contract (e.g. an annual CPI adjustment) are not considered to be modifications.

Again, Common Terms are used to avoid unnecessary repetition.

Appendix 4: Summarises the Common Terms referred to in Appendix 2 and Appendix 3.

Appendix 1: Contract terms to be disclosed

The ID Determination (IDD) requires Firstgas to disclose the terms listed in the table below in respect of any:

- New non-standard contracts entered into
- Modifications to an existing non-standard contract.

IDD Reference	IDD Requirement	Firstgas' Interpretation
Section 1.4.3: Prescribed terms and conditions (a)	Describe the goods or services to be supplied under the contract	Goods or services means, in respect of: <ul style="list-style-type: none"> • each SA, firm gas transmission capacity • each IUC and ISC, interruptible gas transmission capacity • each ICA, the right of connection to a pipeline
Section 1.4.3: Prescribed terms and conditions (b)	Determine, or provide for the determination of the quantity or amount of those goods or services	In respect of each SA, IUC and ISC: <ul style="list-style-type: none"> • the maximum quantity of goods and services that Firstgas may be required to provide is determined by the amount of gas transmission capacity (MDQ and MHQ) set out in the contract • the actual quantity of goods and services that Firstgas provides is the daily delivery quantity under the contract, determined in accordance with the GTC Not applicable for an ICA, since ICAs provide for the right to connect but do not provide for the transmission of gas (either receipt or delivery)
Section 1.4.3: Prescribed terms and conditions (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 Firstgas invoice must be paid
Section 1.4.3: Prescribed terms and conditions (c) (iii)	Specify, determine, or provide for the determination of the security for payment for those goods or services	The payment security that Firstgas may require, in accordance with the GTC or ICA

IDD Reference	IDD Requirement	Firstgas' Interpretation
Section 1.4.3: Prescribed terms and conditions (c) (iv)	Specify, determine, or provide for the determination of Firstgas' obligations and responsibilities (if any) to consumers if the supply of gas transmission services is interrupted	<p>Firstgas understands this to relate only to its obligations when:</p> <ul style="list-style-type: none"> firm gas transmission capacity is curtailed under a SA, since capacity under any IUC or ISC is inherently interruptible an interruption has occurred and not to obligations Firstgas may have prior to an interruption, including to avoid or mitigate an interruption
Section 2.4.17 (1)	The maximum monthly amount of gas (in GJ) 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	<p>For an SA (which provides firm capacity), this could be the contract MDQ multiplied by the number of days in the month in which that MDQ could occur. Not applicable to ICAs since such contracts do not provide for the transmission of gas</p>
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	<p>The month in which the actual maximum monthly quantity occurred or, in the case of a contract entered into but which commences in a subsequent disclosure year, is expected to occur. Not applicable to ICAs since such contracts do not provide for the transmission of gas (either receipt or delivery)</p>
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	<p>At a Delivery Point, this is the pressure at which Firstgas' makes gas available to be taken, namely:</p> <ul style="list-style-type: none"> the set-point of the active pressure control device (where delivery pressure is controlled), or the typical pressure in Firstgas' pipeline at the Delivery Point (where delivery pressure is not controlled) <p>At a Receipt Point, the ICA requires the Interconnected Party to inject gas into Firstgas' pipeline at whatever pressure prevails within it, up to the pipeline's maximum allowable operating pressure (MAOP). For Receipt Point ICAs, both the pipeline's MAOP and the typical pipeline operating pressure are disclosed</p>

The following Prescribed term is not required to be disclosed and is not disclosed in this Disclosure:

IDD Reference	IDD Requirement	Firstgas' Interpretation
Section 1.4.3: Prescribed terms and conditions (c) (i)	Specify, determine, or provide for the determination of the price at which those goods or services are to be supplied.	The price(s) for gas transmission services under each non-standard contract or how such price is determined Under section 2.4.12 (2) of the IDD, Firstgas is not required to disclose the price(s) applicable under any non-standard contract or how such price is determined

Appendix 2: New non-standard contracts

Contract Identifier		2025: ICA	
Contract Type and Name	Interconnection Agreement for Kupe Receipt Point	Receipt Point(s)	Kupe Receipt Point
Contract Party	Beach Energy Resources NZ (Kupe) Limited	Delivery Point(s)	n/a (Receipt Point only)
Key Dates	Execution date 16/09/25; commencement date 01/10/25; expiry date 30/09/35		
IDD Reference			
section 1.4.3 (a): goods or services to be supplied		See Common Term 1d	
section 1.4.3 (b): quantity of good or services supplied		n/a (not a transmission agreement)	
section 1.4.3 (c) (ii): timing of payment		See Common Term 3b	
section 1.4.3 (c) (iii): security for payment		See Common Term 4b	
section 1.4.3 (c) (iv): Firstgas' obligations if service is interrupted		See Common Term 5c	
section 2.4.17 (1): maximum monthly amount of gas		n/a (not a transmission agreement)	
section 2.4.17 (2): month of maximum monthly amount of gas		n/a (not a transmission agreement)	
section 2.4.17 (3): pressure at which the gas is to be supplied or conveyed		Up to the MAOP of the pipeline (66 bar g). The pipeline's normal operating pressure is 45 – 50 bar g	

Contract Identifier		2025: SA	
Contract Type and Name	Supplementary Agreement (Whakatane Mill)	Receipt Point(s)	Pokuru (PKU02308)
Contract Party	Contact Energy Limited	Delivery Point(s)	Whakatane (WHK32101)
Key Dates	Execution date 16/09/25; commencement date 01/10/25; expiry date 30/09/26		
IDD Reference			
section 1.4.3 (a): goods or services to be supplied	See Common Term 1a		
section 1.4.3 (b): quantity of good or services supplied	MDQ = 3,000 GJ MHQ = 176 GJ		
section 1.4.3 (c) (ii): timing of payment	See Common Term 3a		
section 1.4.3 (c) (iii): security for payment	See Common Term 4a		
section 1.4.3 (c) (iv): Firstgas' obligations if service is interrupted	See Common Term 5a		
section 2.4.17 (1): maximum monthly amount of gas	93,000 GJ (i.e. MDQ x 31 days)		
section 2.4.17 (2): month of maximum monthly amount of gas	July 2025		
section 2.4.17 (3): pressure at which the gas is to be supplied or conveyed	3.5 bar g. Pressure regulators controlling the delivery pressure to this end-user are owned by the GTB and located within the Delivery Point		

Contract Identifier		2025: SA	
Contract Type and Name	Supplementary Agreement (Kinleith and Kawerau Plants)	Receipt Point(s)	Pokuru (PKU02308)
Contract Party	Pan Pac Forest Products Limited	Delivery Point(s)	Kinleith (KIN04310), Kawerau (KAW04411)
Key Dates	Execution date 12/09/25; commencement date 01/10/25; expiry date 30/09/26		
IDD Reference			
section 1.4.3 (a): goods or services to be supplied	See Common Term 1a		
section 1.4.3 (b): quantity of good or services supplied	MDQ = 15,000 GJ (with not more than 2,200 GJ to be taken at the Kawerau plant) MHQ = MDQ ÷ 20 GJ (with not more than 120 GJ to be taken at the Kawerau plant)		
section 1.4.3 (c) (ii): timing of payment	See Common Term 3a		
section 1.4.3 (c) (iii): security for payment	See Common Term 4a		
section 1.4.3 (c) (iv): Firstgas' obligations if service is interrupted	See Common Term 5a		
section 2.4.17 (1): maximum monthly amount of gas	465,000 GJ (i.e. MDQ x 31 days)		
section 2.4.17 (2): month of maximum monthly amount of gas	October 2025 (estimated)		
section 2.4.17 (3): pressure at which the gas is to be supplied or conveyed	Kinleith plant: 13 bar g. The Kinleith plant is directly connected to the Delivery Point Kawerau plant: 6.5 bar g. Pressure regulators controlling the delivery pressure to this end-user are owned by the GTB and located within the Delivery Point		

Contract Identifier		2025: SA	
Contract Type and Name	Supplementary Agreement (Hunua 3 Delivery Point)	Receipt Point(s)	Rotowaro (RTW3203)
Contract Party	Papakura Power Limited	Delivery Point(s)	Hunua 3 (HUN15303)
Key Dates	Execution date 29/04/25; commencement date 01/05/25; expiry date 30/09/26		
IDD Reference			
section 1.4.3 (a): goods or services to be supplied	See Common Term 1a		
section 1.4.3 (b): quantity of good or services supplied	MDQ = 750 GJ MHQ = MDQ ÷ 16 GJ		
section 1.4.3 (c) (ii): timing of payment	See Common Term 3a		
section 1.4.3 (c) (iii): security for payment	See Common Term 4a		
section 1.4.3 (c) (iv): Firstgas' obligations if service is interrupted	See Common Term 5a		
section 2.4.17 (1): maximum monthly amount of gas	23,250 GJ (i.e. MDQ x 31 days)		
section 2.4.17 (2): month of maximum monthly amount of gas	July (estimated)		
section 2.4.17 (3): pressure at which the gas is to be supplied or conveyed	Up to the MAOP of the pipeline (66 bar g). The pipeline's normal operating pressure is 60 - 65 bar g		

Appendix 3: Modified non-standard contracts

Contract Identifier		2025 ICA	
Contract Type and Name	Interconnection Agreement for TCC Delivery Point	Receipt Point(s)	n/a
Contract Party	Contact Energy Limited	Delivery Point(s)	TCC (Taranaki Combined Cycle) (TCC00201)
Modified Term(s)			
Expiry date of agreement		Changed to 31 December 2025	

Contract Identifier		2025 ICA	
Contract Type and Name	Interconnection Agreement for Receipt Points (Including Mokoia Mixing Station)	Receipt Point(s)	Mokoia Mixing Station (MOK35802)
Contract Party	Westside New Zealand Limited	Delivery Point(s)	n/a
Modified Term(s)			
Expiry date of agreement		Changed to 30 September 2025	

Contract Identifier		2025 ICA	
Contract Type and Name	Supplementary Agreement (Broadlands Delivery Point)	Receipt Point(s)	Pokuru (PKU02308)
Contract Party	Nova Energy Limited	Delivery Point(s)	Broadlands Delivery Point (BRO36301)
Modified Term(s)			
Expiry date of agreement		Changed to 30 September 2026	

Contract Identifier		2025 ICA	
Contract Type and Name	Supplementary Agreement (Kauri and Maungaturoto Dairy Factories)	Receipt Point(s)	Rotowaro (RTW3203)
Contract Party	Nova Energy Limited	Delivery Point(s)	Kauri Delivery Point (KUR33601) Maungaturoto Delivery Point (MUT19001)
Modified Term(s)			
Expiry date of agreement		Changed to 30 September 2026	

Contract Identifier		2025 ICA	
Contract Type and Name	Supplementary Agreement (Pan Pac Hastings)	Receipt Point(s)	Kapuni South (KAP09004)
Contract Party	Pan Pac Forest Products Limited	Delivery Point(s)	Hastings Delivery Point (HST05210)
Modified Term(s)			
Expiry date of agreement		Changed to 30 September 2026	

Contract Identifier		2025 ICA	
Contract Type and Name	Supplementary Agreement (Southern Paprika)	Receipt Point(s)	Rotowaro (RTW3203)
Contract Party	Transgas Limited	Delivery Point(s)	Warkworth Delivery Point (WRK18901)
Modified Term(s)			
Expiry date of agreement		Changed to 30 September 2026	

Appendix 4: Summary of Common Terms

Common Terms used in this Disclosure are set out in the following table.

Common term reference	Where used	IDD reference	Common term meaning
1a	SA	1.4.3 (a) (goods or services to be supplied)	Firm gas transmission capacity (MDQ and MHQ) from the Receipt Point(s) to the Delivery Point(s) for gas to be supplied to the specified end-user or site
1b	IUC		Interruptible gas transmission capacity (MDQ and MHQ) from the Receipt Point(s) to the Delivery Point(s) for gas to be supplied to the specified end-user or site
1c	ISC		Interruptible gas transmission capacity (MDQ and MHQ) from the Receipt Point(s) to the Delivery Point(s), determined in accordance with and/or set out in the ISC
1d	ICA		The right for the Interconnected Party to connect its pipeline to Firstgas' pipeline at the Receipt Point(s), Delivery Point(s) or Bi-directional Point, all as specified in and subject to the terms and conditions set out in the ICA
2a	SA	1.4.3 (b) (determination of the quantity or amount of goods or services)	Capacity supplied is the MDQ and MHQ specified in the agreement Capacity used on a day is the Delivery Quantity, 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 GTC
2b	IUC		Capacity supplied is the MDQ (and MHQ) determined by the nominations and approval processes set out in the IUC, which Firstgas may curtail wholly or in part at any time Capacity used on a day is the Delivery Quantity, i.e.: <ul style="list-style-type: none"> • Where there is no SA for the end-user and Delivery Point: <ul style="list-style-type: none"> ○ 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 GTC • Where there is also an SA for the same end user and Delivery Point: <ul style="list-style-type: none"> ○ The amount (if any) of the Delivery Quantity that exceeds the MDQ supplied under the SA
2c	ISC		Capacity supplied is the MDQ (and MHQ) determined by the nominations and approval processes set out in the ISC, which Firstgas may curtail wholly or in part at any time Capacity used on a day is the Delivery Quantity, the GJ of gas taken by the Shipper at the Delivery Point, determined in accordance with section 6.5(e) of the GTC
3a	SA, IUC and ISC	1.4.3 (c) (ii) (timing of payment)	The Shipper must pay Firstgas for gas transmission services in accordance with section 16.14 of the GTC
3b	ICA		The Shipper must pay Firstgas' interconnection charges (if any) in accordance with the ICA

Common term reference	Where used	IDD reference	Common term meaning
4a	SA, IUC and ISC	1.4.3 (c) (iii) (security for payment)	<p>Section 14 of the GTC sets out the ways in which a Shipper may provide credit support in respect of charges payable under its TSA</p> <p>A Shipper may:</p> <ul style="list-style-type: none"> • Hold a long-term credit rating from a reputable person or agency reasonably acceptable to Firstgas • Provide a bank guarantee, covering Firstgas' reasonable estimate of 3 months estimated transmission charges plus the fixed amount set out in the GTC to cover balancing and peaking charges (\$115,000) • Arrange for a third party with a credit rating reasonably acceptable to Firstgas to provide: <ul style="list-style-type: none"> ○ An unconditional payment guarantee or letter of credit in favour of Firstgas, or ○ An unconditional third-party payment guarantee in favour of Firstgas <p>Firstgas may require the Shipper or third party security provider to provide evidence of its credit rating from time to time</p>
4b	ICA		<p>Each ICA sets out the ways in which the Interconnected Party may provide credit support in respect of charges payable under that ICA</p> <p>The Interconnected Party may:</p> <ul style="list-style-type: none"> • Hold a long-term credit rating from a reputable person or agency reasonably acceptable to Firstgas • Provide a bank guarantee, covering 3 months of Firstgas' interconnection charges • Arrange for a third party with a credit rating reasonably acceptable to Firstgas to provide: <ul style="list-style-type: none"> ○ An unconditional payment guarantee or letter of credit in favour of Firstgas, or ○ An unconditional third party payment guarantee in favour of Firstgas <p>Firstgas may require the Interconnected Party or third party security provider to provide evidence of its credit rating from time to time</p>
5a	SA	1.4.3 (c) (iv) (Firstgas' obligations when service is interrupted)	<p>Firstgas may curtail or shut down its provision of gas transmission services in accordance with section 10 of the GTC</p> <p>Firstgas is required to:</p> <ul style="list-style-type: none"> • Curtail capacity under any IUC or ISC (if any) before curtailing any firm capacity • Allocate any remaining firm capacity on a fair basis (acting as a Reasonable and Prudent Operator and having regard to affected parties' requirements) • Notify any curtailment or shutdown as early as possible • Where the curtailment or shutdown is to carry out scheduled maintenance, give each affected Shipper at least 30 days' notice • Where practicable, undertake the provide curtailment or shutdown at a time which minimises the disturbance to Shippers • Minimise the period of any curtailment or shutdown to the extent reasonably practicable and restore the ability to take gas at a Delivery Point as soon as reasonably practicable

Common term reference	Where used	IDD reference	Common term meaning
			<ul style="list-style-type: none"> Minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable Rebate fixed charges (e.g. for capacity) to the extent a curtailment or shutdown reduces the supply of capacity to an affected Shipper
5b	IUC and ISC		<p>Under an IUC or ISC, Firstgas does not commit to provide any gas transmission capacity and may reduce, to any extent, any amount of interruptible capacity it has previously approved (an Interruption)</p> <p>Other than not charging for the interruptible capacity it curtails, Firstgas has no obligations (or liability) to a Shipper arising from an Interruption</p>
5c	ICA		<p>Firstgas may curtail or shutdown the Interconnected Party's ability to inject gas at a Receipt Point or take gas at a Delivery Point in accordance with the ICA</p> <p>Firstgas is required to:</p> <ul style="list-style-type: none"> Notify any curtailment or shutdown as early as possible Minimise the period of any curtailment or shutdown to the extent reasonably practicable and restore the Interconnected Party's ability to inject gas or take gas as soon as reasonably practicable Where practicable, undertake the provide curtailment or shutdown at a time which minimises the disturbance to the Interconnected Party's business or, in the case of a Delivery Point, the impact on end-users supplied with gas via that Delivery Point Where the curtailment or shutdown is required to carry out scheduled maintenance, give the Interconnected Party not less than the period of notice stipulated in the ICA Minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable and Rebate fixed charges payable under the ICA to the extent the curtailment or shutdown reduces the Interconnected Party's ability to inject or take gas