

15 December 1999

Access Guide

Note: Words defined in this Access Guide have the same meaning as in the Access Contract Terms and Conditions unless specified otherwise.

For enquiries, please contact Commercial Services – Epic Energy on (08) 9492 3800

ACCESS REQUEST PROCEDURE**1. INTRODUCTION**

- (a) This Access Guide provides an introduction and guide to Epic Energy's Access Arrangement provisions for:

- (i) Applying for Access;
- (ii) Assessment and Acceptance of an Access Request;
- (iii) Non-Bona Fide Access Requests;
- (iv) Charges for services;
- (v) Services offered by Epic Energy;
- (vi) Receipt Point and Delivery Point Flexibility;
- (vii) Nominations Procedures;
- (viii) Capacity Expansion Options;
- (ix) Secondary Market
- (x) Invoicing and Payment Procedures;
- (xi) Electronic Bulletin Board;
- (xii) Approved Parties.

The Access Guide is not intended as a substitute for the Access Arrangement or the Access Arrangement Information, but rather complements those documents. Prospective Shippers should seek their own independent advice on Epic Energy's Access Arrangement. The Access Arrangement will prevail over this Access Guide to the extent of any inconsistency.

- (b) The terms and conditions relating to access to services provided by Epic Energy on the DBNGP are formally set out in the following documents:
- (i) Access Arrangement which sets out amongst other matters the Reference Service and other services offered by Epic Energy;
 - (ii) Access Arrangement Terms and Conditions which sets out the terms and conditions which apply to the Reference Service; and
 - (iii) Access Arrangement Information which supports the formulation of Epic Energy's Reference Tariff and includes a description of the DBNGP.
- (c) In addition to the documents referred to in paragraph 1(b), the following may be relevant to a Prospective Shipper:
- (i) this Access Guide;
 - (ii) the Secondary Market Rules which prescribe the rules and procedures for the operation of the Secondary Market;

- (iii) The Secondary Market Terms and Conditions annexed to the Secondary Market Rules, which provide the terms and conditions for Secondary Market Service;
 - (iv) The public register of capacity which sets out details of the spare capacity (if any) in the DBNGP.
- (d) This Access Guide and each of the documents referred to above can be found on Epic Energy's web site, www.epicenergy.com.au in their current and updated form.
- (e) Any questions on these documents should be directed to the General Manager, Commercial Services, who is contactable from 8:30am to 5.00pm Monday to Friday (excluding public holidays) on 9492 3800.

2. APPLYING FOR ACCESS

2.1 General

A Prospective Shipper will need to:

- (a) complete and lodge with Epic Energy two copies of the Access Request form contained at annexure 1 to this Access Guide. Prospective Shippers should note that there are different forms depending on whether the Access Request is for a Reference Service or a Non-Reference Service; and
- (b) attach the Prescribed Fee to the Access Request (by cheque made payable to Epic Energy (WA) Transmission Pty Ltd.

The Access Request forms contain some but not all of the information which Epic Energy may require from Prospective Shippers. Epic Energy may request any further information from a Prospective Shipper as is reasonable to allow it to assess the Access Request.

The Prescribed Fee is to secure the Prospective Shipper's position in the queue and is refundable at the sole discretion of Epic Energy.

2.2 Reference Service

- (a) An Access Request for a Reference Service must be lodged at least 30 Days before the requested Commencement Date.

Prospective Shippers should note that an Access Request for a Reference Service which is conditional upon changes to the Access Contract Terms and Conditions will be a request for a Non-Reference Service and as such will have the priority afforded an Access Request for a Non-Reference Service.

- (b) An Access Request for a Reference Service will be placed in the Reference Service Queue. The Access Request will have priority in the Reference Queue according to the time the completed Access Request and the Prescribed Fee are received by Epic Energy.
- (c) Epic Energy may deal with Access Requests for a Reference Service out of the order in the Reference Service Queue provided the Access Request lodged first in time is not ultimately disadvantaged.
- (d) An Access Request for a Reference Service which is incorrectly filled out or is incomplete, may be rejected by Epic Energy and returned to the Prospective Shipper together with the reasons for the rejection. An incomplete or incorrect Access Request will not be placed in the Reference Queue and will be placed in the Reference Queue only according to the time when it is correctly lodged.
- (e) If there is not capacity in the DBNGP which is sufficient to satisfy an Access Request, Epic Energy will within 30 Days of receipt of the Access Request notify the Prospective Shipper and inform the Prospective Shipper of:
 - (i) its position in the Reference Queue;
 - (ii) Epic Energy's good faith, non binding estimate of when capacity may become available to satisfy the Prospective Shipper's Access Request if later than the requested Commencement Date.

- (f) An Access Request for a Reference Service which may require an expansion or enhancement of the DBNGP or the addition or alteration of a receipt point, delivery point or metering facilities, must be submitted to Epic Energy a reasonable time before the requested Commencement Date taking into account the expansion, enhancement, alteration or addition. Such a request will be considered in accordance with paragraph 12 of Epic Energy's Access Arrangement.

2.3 Non-Reference Service

- (a) An Access Request for a Non-Reference Service must be lodged with Epic Energy at least 30 Days before the requested Commencement Date. However, Prospective Shippers should appreciate that depending on the nature of the Access Request, more than 30 Days may be required to negotiate the terms and conditions of the Non-Reference Service.
- (b) An Access Request for a Non-Reference Service will be placed in the Non-Reference Service Queue. The Access Request will have priority in the Non-Reference Queue according to the time the completed Access Request (together with the Prescribed Fee) is received by Epic Energy.
- (c) Access Requests for Non-Reference Services will rank behind Access Requests for Reference Service.
- (d) Epic Energy may deal with Access Requests for Non-Reference Services out of order in the Non-Reference Queue provided the Access Request lodged first in time is not ultimately disadvantaged.
- (e) An incomplete or incorrect Access Request for a Non-Reference Service may be rejected by Epic Energy and returned to the Prospective Shipper together with reasons for that rejection. An incomplete or incorrect Access Request will not be placed in the Non-Reference Queue and will be placed in the Non-Reference Queue only according to the time when it is correctly lodged.
- (f) If Epic Energy is unable to provide the Non-Reference Service, Epic Energy will within 21 Days of receipt of the Access Request give the Prospective Shipper notice that it is unable to provide the Non-Reference Service, and specify a good faith, non binding estimate of when Epic Energy may be in a position to provide the requested Non-Reference Service.

2.4 Informal Requests and Reports

- (a) Prospective Shippers are encouraged to consult with Epic Energy on available capacity and facilities prior to making an Access Request.
- (b) Where the consultation requires extensive investigation and/or reports, the Prospective Shipper may be required to pay the cost for such investigations and/or reports. Epic Energy will as soon as practicable after the consultation, advise the Prospective Shipper of the likely cost of any such investigation and/or reports required.
- (c) Epic Energy is not obliged to proceed with investigations and/or reports referred to in paragraph 2.4(b) unless the Prospective Shipper undertakes to pay the reasonable costs of that further investigation and/or reports.

2.5 Withdrawal of Access Request

A Prospective Shipper may at any time before Epic Energy accepts an Access Request withdraw its Access Request by notice in writing. In this case, any refund of the Prescribed Fee is entirely within the discretion of Epic Energy.

2.6 Amended Access Request

A Prospective Shipper may amend an Access Request at any time prior to its acceptance by Epic Energy, by submitting a further Access Request form which form expressly states that it amends the previous Access Request and is marked up to show the changes from the previous Access Request. The amended Access Request supersedes the Prospective Shipper's initial Access Request.

If the amendment is limited to a reduction in the amount of requested capacity, a change in requested Commencement Date, or is not in Epic Energy's opinion a material change to the Access Request, the amended Access Request will maintain its position in the relevant queue.

In all other cases, if Epic Energy determines the amended Access Request is materially different from the original Access Request to the extent that another Prospective Shipper whose Access Request has a position in the relevant queue after the original Access Request is materially prejudiced, the amended Access Request will be deemed to have been lodged on the date on which it is received by Epic Energy.

3. ASSESSMENT AND ACCEPTANCE OF ACCESS REQUEST

3.1 Assessment

Epic Energy will only issue an acceptance of an Access Request if it is satisfied all of the following have been met:

- (a) there is sufficient spare capacity, or in the case of an Access Request requiring enhancement to or expansion of the DBNGP system, the enhancement or expansion is consistent with Epic Energy's extensions and expansion policy contained in the Access Arrangement;
- (b) the Prospective Shipper is, to Epic Energy's satisfaction, in a position to meet its obligations under the Access Contract;
- (c) the requested capacity can be accommodated having regard to the load characteristics set out in the Access Request and the load characteristics of Other Shippers; and
- (d) where the Access Request is for a Non-Reference Service, Epic Energy and the Prospective Shipper have reached agreement concerning the terms and conditions for the Non-Reference Service.

3.2 Acceptance

Epic Energy may accept an Access Request at any time prior to its withdrawal. Upon acceptance of the Access Request:

- (a) in the case of an Access Request for a Reference Service, an Access Contract will be formed between Epic Energy and the Prospective Shipper effective from the date Epic Energy gives the Prospective Shipper written notice of that acceptance;
- (b) in the case of an Access Request for a Non-Reference Service, a contract will be formed between Epic Energy and the Prospective Shipper effective from the date Epic Energy gives the Prospective Shipper notice that Epic Energy accepts the Access Request (if the conditions for the Non-Reference Service are known), or where the conditions of access are not known an agreement, is formed upon the conclusion of negotiations evidenced in writing between Epic Energy and the Prospective Shipper.

4. CHARGES

The charges for the Reference Service are set out in the Tariff Schedule.

The charges for Non-Reference Services will be:

- (a) for Secondary Market Service, the price applying pursuant to the Secondary Market Rules plus the charges set out in the Secondary Market Contracts;
- (b) for Seasonal Service, a price set out in the Tariff Schedule as applied by the Seasonal Service Contract;
- (c) for Park and Loan Service, a price negotiated between Epic Energy and the Prospective Shipper; and
- (d) for any other Non-Reference Service, a price negotiated between Epic Energy and the Prospective Shipper.

5. SERVICES

The services offered by Epic Energy are set out in Paragraph 6 of the Access Arrangement. A brief overview of those services is set out below.

(a) **Reference Service**

Epic Energy's Reference Service for the DBNGP can be either forward haul or back haul. The terms and conditions for the Reference Service are set out in the Access Contract Terms and Conditions.

(b) **Non-Reference Services**

The list of Non-Reference Services set out in Paragraph 6 of the Access Arrangement is not exhaustive, and Epic Energy is prepared to negotiate (subject agreeing commercial terms and operational availability) with a Prospective Shipper for other Non-Reference Services.

Set out below is a brief description of the main Non-Reference Services Epic Energy is prepared to provide.

(i) **Secondary Market Service**

Shippers with unutilised Firm Service capacity will be able to "post" all or any part of that unutilised capacity for a Day in the Secondary Market, and sell it to Approved Third Parties on a firm basis. Shippers with Non-Reference Service transportation contracts may be able to "post" unutilised capacity where they have first entered into an agreement with Epic Energy for the transition provisions to apply to such capacity where "posted" or sold on the Secondary Market.

Epic Energy will also offer spare capacity it may have available in the DBNGP on a Day for sale in the Secondary Market. This Secondary Market Service will be made available on a day by day basis only. Shippers will not be able to contract with Epic Energy for Secondary Market Service for extended periods.

Secondary Market Service will operate in accordance with the Secondary Market Rules developed by Epic Energy. The terms and conditions of Secondary Market Service will be very similar to the Access Contract Terms and Conditions. The Secondary Market Rules and those terms and conditions are available on the Electronic Bulletin Board and Epic Energy's website.

Parties may not acquire a Secondary Market Service unless they are an Approved Third Party (see paragraph 12). Existing Firm Service Shippers will be deemed to be Approved Third Parties provided that they are not in default under their Access Contract.

(ii) **Seasonal Service**

Seasonal Service is capacity made available by Epic Energy in relation to a particular Month out of incremental capacity (being capacity over and above Firm Service Capacity) available due to seasonal factors (primarily due to temperature variations - see section 2.1(b)(ii) of the Access Arrangement Information).

The terms and conditions of Seasonal Service are identical to the Access Contract Terms and Conditions subject to any exceptions specifically stated in the Access Contract Terms and Conditions. The terms and conditions are available on the Electronic Bulletin Board and Epic Energy's website.

(iii) **Park and Loan Service**

Park and Loan Service is a service where Epic Energy agrees that a Shipper may deliver a quantity of gas into the DBNGP at a Receipt Point for a period of time, without the Shipper taking delivery of that gas at a Delivery Point on the same Day ("**Park Service**") OR where Epic Energy agrees that a Shipper may take a quantity of gas at a Delivery Point without supplying an equivalent quantity of gas at a Receipt Point on the same Day and consequently that gas is delivered to the Shipper out of Linepack ("**Loan Service**").

The availability of Park and Loan Service will depend heavily on operational factors. Epic Energy will negotiate agreements for Park and Loan Service on an individual basis with Prospective Shippers. Park and Loan Service will be interruptible.

6. RECEIPT POINT AND DELIVERY POINTS

6.1 Flexibility

A Shipper with a Firm Service Access Contract may relocate its capacity upstream for no longer than a Day without the need to obtain Epic Energy's prior written consent. The Shipper's rights to capacity at that upstream Delivery Point is however subject to the rights of Other Shippers with contracted capacity at the upstream delivery point.

The Shipper will need to notify Epic Energy by not later than 0800 hours on the Day of the proposed relocation, and must have made appropriate prior arrangements for the apportionment of gas delivered to the new Delivery Point if Other Shippers also take delivery of gas at that delivery point, and must have provided Epic Energy with a copy of the arrangement made with those Other Shippers.

A Shipper with a Firm Service Access Contract may relocate its capacity downstream of its contracted delivery point with the prior written agreement of Epic Energy. Epic Energy will not withhold its agreement other than for Operational Grounds. In most cases, the relocation of capacity from the Shipper's contracted Delivery Point to a downstream Delivery Point will see a reduction in the quantity of gas the Shipper will be entitled to.

6.2 Notional Delivery Point – Multiple Transmission Systems

Where gas is delivered to a distribution network (to which the DBNGP is connected) by a gas transmission system other than the DBNGP, the quantities of gas measured at a Notional Delivery Point will need to take into account arrangements between Epic Energy, that other gas transmission system and the operator of that distribution network.

Negotiations are currently under way between Epic Energy, CMS and AlintaGas Distribution for the interconnection of the Parmelia Pipeline with the AlintaGas Distribution network. Matters being discussed include balancing arrangements which may impact on the determination of gas delivered by shippers at Notional Delivery Points to the AlintaGas Distribution network. This agreement is expected to be finalised in the near future.

Shippers who believe they may be impacted by the proposed arrangement with AlintaGas and CMS should contact Epic Energy.

7. NOMINATIONS

- (a) Nominations in respect of the Reference Service are dealt with in Clause 4 of the Access Contract Terms and Conditions.
- (b) Shippers are required to nominate the quantities of gas they wish to supply at a receipt point and have delivered at a delivery point for each Day in the following week, by Wednesday in the week before the nominated week.
- (c) Shippers may amend their weekly nominations at any time up to 14.00 hours on the Day before the nominated Day.
- (d) Nominations are to be given to Epic Energy via the Electronic Bulletin Board in a form specified by Epic Energy from time to time.
- (e) A Shipper may exceed its nomination for a Day at a Delivery Point provided that the Shipper remains within its Delivery Point MDQ.
- (f) If a Shipper believes it will use more capacity at a Delivery Point on a Day than its Delivery Point MDQ, then the Shipper must obtain additional capacity in the Secondary Market, unless it is able to use some of its contracted capacity from a downstream Delivery Point. Additional charges may be payable in accordance with the Access Contract Terms and Conditions if this is breached.

8. CAPACITY EXPANSION OPTIONS

- 8.1 Epic Energy may from time to time offer Capacity Expansion Options for the Reference Service to assist Prospective Shippers with their gas transportation needs.
- 8.2 A Capacity Expansion Option will give the holder of that option a priority right to call on Epic Energy to provide capacity in the DBNGP upon the terms, conditions and price set out in the Capacity Expansion Option.
- 8.3 A Capacity Expansion Option will specify matters such as:
- (a) the quantity of capacity to be made available;
 - (b) the date by which that capacity may be made available;
 - (c) an expiry date by which the option must be exercised in order to enforce the right to capacity;
 - (d) a strike price which may be set by reference to circumstances at the time the option is created or by reference to the prevailing Reference Tariff;
 - (e) the terms and conditions upon which the capacity is made available, which will ordinarily be the terms and conditions for Firm Service under the Access Arrangement;
 - (f) the contract period, being the period for which the Prospective Shipper contracts for capacity as provided by the option.
- 8.4 A Capacity Expansion Option terminates when it expires or is exercised.

9. SECONDARY MARKET

- 9.1 The Secondary Market is intended to provide a means for Shippers to dispose of capacity they are obligated to take under a Firm Service Access Contract, which they do not require on a particular Day. The Secondary Market will operate in accordance with the Secondary Market Rules.
- 9.2 The Secondary Market allows Shippers to recover some or all of the payments they would otherwise make in respect of the Gas Receipt Charge and Capacity Charges for that unutilised capacity under the Firm Service Access Contract.
- 9.3 The Secondary Market also allows Shippers to obtain spot capacity to enable them to meet their actual capacity needs where those needs are in excess of their contracted commitments.
- 9.4 Purchasers of capacity on the Secondary Market will end up with capacity that is effectively Firm Service.

10. INVOICING AND PAYMENT

- (a) Invoicing and payment terms and conditions for the Reference Service are set out in Clause 8 of the Access Contract Terms and Conditions.
- (b) Payment terms are 14 Days from receipt of an invoice from Epic Energy, with funds to be transferred by direct payment to a bank account nominated by Epic Energy. Details of the bank account will be provided on the EBB.
- (c) Any amount outstanding under an invoice which is not the subject of a dispute attracts interest at 2% above the corporate overdraft reference rate for overdrafts of greater than \$100,000 (monthly charging cycle) applied from time to time by the National Australia Bank.
- (d) Invoicing and payment terms for Non-Reference Services will be on the same terms as the Reference Service.

11. ELECTRONIC BULLETIN BOARD

- (a) Prospective Shippers and Shippers will be provided with access to Epic Energy's Electronic Bulletin Board upon completing and providing to Epic Energy the EBB Request Form specified by Epic Energy from time to time. A copy of the EBB Request Form is set out as annexure 3.
- (b) The EBB is separate from the Epic Energy website. The EBB provides a gateway for Shippers to obtain information about the DBNGP relevant to them and in general, and allows Shippers to communicate with Epic Energy regarding their operations. For example, it is the means of lodging and amending nominations and is the place where Shippers flow data can be obtained.

The EBB will also provide the means for dealing in the Secondary Market.

- (c) Epic Energy will post notices on the Electronic Bulletin Board on matters including available capacity, unavailability and other matters specified in the Access Contract.

12. APPROVED PARTIES

- (a) Before a person may participate in the Secondary Market, that person must first be approved by Epic Energy ("**Approved Third Party**"). The fundamental requirement to become an Approved Third Party is creditworthiness. In particular, is the person capable of meeting their contractual obligations to Epic Energy.
- (b) To become an Approved Third Party, the person must (as a minimum) provide Epic Energy with the information set out in the Approved Third Party Request form (as amended or varied from time to time). A copy of the current form is set out at annexure 2 to the Access Guide. Epic Energy may reasonably require the person to provide additional information to that set out in the Approved Third Party Request form in order for Epic Energy to properly assess the request.
- (c) Epic Energy will process an Approved Third Party Request as soon as possible, but in any event within 30 Days from the date of lodgement. The time taken to process the Approved Third Party Request will be extended for a reasonable period if Epic Energy requires further information to properly assess the Approved Third Party Access Request.
- (d) Once approved, an Approved Third Party status remains current for one year from the date of approval. At least 30 Days prior to the expiry of that year, the Approved Third Party must submit a new Approved Third Party Request form to Epic Energy for assessment.
- (e) Epic Energy may require an Approved Third Party to provide further information from time to time following the approval of an Approved Third Party Access Request in order to verify the ongoing status of that party as an Approved Third Party.

13. JOINT VENTURES

Where an applicant for a Reference Service or a Non-Reference Service is a joint venture, then:

- (a) Epic Energy may require each participant in that joint venture to individually provide the information and detail otherwise required of an individual Prospective Shipper;
- (b) each participant in that joint venture must provide its full name, address and ACN/ARBN.
- (c) the Access Request must specify whether the participants rights, liabilities, indemnities and obligations are to be joint, several or joint and several, and if several in what proportions.

ANNEXURE 1

ACCESS REQUEST FORMS

REFERENCE SERVICE REQUEST FORM

This is a Request for a Reference Service:

1. Prospective Shipper Details

- **Name:**_____
- **ACN:**_____
- **Address:**_____

- **Telephone Number:**_____
- **Facsimile:**_____
- **Nominated Representative:**_____

2. Service Details

Note: Minimum term for Reference Service is 5 years

- **Requested Reference Service Start Date:**_____
- **Requested Reference Service End Date:**_____

3. Receipt and Delivery

- **Receipt Point/s Location:**_____

- **Delivery Point/s Location:**_____

- Requested Delivery Point MDQ (at each Delivery Point if more than one Delivery Point) _____

 Total (TJ/Day) _____

4. Creditworthiness

The Prospective Shipper warrants that its latest set of audited accounts and (if applicable) articles of association are attached.

5. Acknowledgment

By executing and submitting this Access Request for a Reference Service the Prospective Shipper acknowledges having read and understood the latest version of Epic Energy's Access Arrangement.

6. Agreement

If Epic Energy accepts this Access Request for a Reference Service by signing and returning a copy of the request to the Prospective Shipper, the Prospective Shipper is bound by the Access Arrangement, Access Arrangement Terms and Conditions and this Access Request for Firm Service (in that order of priority) which together shall be known as the Access Contract.

7. Duplicate

This Access Request for a Reference Service must be submitted in duplicate.

DATED the _____ day of _____

THE COMMON SEAL of

was affixed by authority of the Board in the presence of:

..... Signature – Director Signed -
..... Title Title
..... Name Name of authorised person (block letters)

**ACCEPTED BY EPIC ENERGY
BY AN AUTHORISED PERSON**

Signed

Title

Date

NON-REFERENCE SERVICE REQUEST FORM

This is a request for a Non-Reference Service:

1. Prospective Shipper Details

- **Name:** _____
- **ACN/ARBN:** _____
- **Address:** _____

- **Telephone Number:** _____
- **Facsimile:** _____
- **Nominated Representative:** _____

2. Service Details

- **Requested Non-Reference Service** _____

- **Requested Non-Reference Service Start Date:** _____
- **Requested Non-Reference Service End Date:** _____

3. Receipt and Delivery (If applicable)

- **Receipt Point/s Location:** _____

- **Delivery Point/s Location:** _____

- **Requested Delivery Point MDQ (at each Delivery Point if more than one Delivery Point)** _____

Total (TJ/Day) _____

4. Creditworthiness

The Prospective Shipper warrants that its latest set out audited accounts and (if applicable) articles of association are attached.

5. Conditions

6. Acknowledgment

By executing and submitting this Request for a Non-Reference Service the Prospective Shipper acknowledges having read and understood Epic Energy's Access Arrangement.

7. Agreement

Commercial terms to be agreed by the parties.

8. Duplicate

This Request for a Non-Reference Service must be submitted to Epic Energy in duplicate.

DATED the day of

THE COMMON SEAL of

was affixed by authority of the Board in the presence of:

.....
Signature – Director

Signed -

.....
Title

.....
Title

.....
Name

.....
Name of authorised person
(block letters)

ANNEXURE 2**APPROVED THIRD PARTY REQUEST FORM**

This is a request to become an Approved Third Party:

1. Applicant Details

- **Name:**_____ (“Applicant”)
- **ACN/ARBN:**_____
- **Address:**_____

- **Telephone Number:**_____
- **Facsimile:**_____
- **Nominated Representative:**_____

2. Creditworthiness

The Applicant warrants that the latest set of audited accounts and (if applicable) articles of association of the Applicant are attached.

3. Acknowledgment

By executing and submitting this request the Applicant acknowledges having read and understood and agrees to be bound by the latest version of Epic Energy’s Access Arrangement, and the conditions set out in this request.

4. Acceptance

Acceptance of the Applicant as an Approved Third Party is in the sole discretion of Epic Energy, which discretion Epic Energy will not unreasonably withhold. Epic Energy may require the Applicant to provide such further information as is reasonable necessary to enable Epic Energy to assess this request.

If the Applicant’s request is successful, the Applicant shall become an Approved Third Party on the date Epic Energy notifies the Applicant in writing of such.

5. Ongoing Information and Termination of Approved Third Party Status

- (a) If the Applicant’s request is successful and the Applicant becomes an Approved Third Party, Epic Energy may require the Approved Third Party to provide further information during the period of the Applicant’s Approved Third Party status to confirm the Approved Third Party’s financial and legal standing.
- (b) If Epic Energy reasonably determines that an Approved Third Party no longer meets Epic Energy’s requirements for an Approved Third Party, Epic Energy may terminate the Applicant’s status as an Approved Third Party.

6. Duplicate

This request to become an Approved Third Party must be submitted in duplicate.

DATED the day of

THE COMMON SEAL of

was affixed by authority of the Board in the presence of:

Signature – Director

Signed -

Title

Title

Name

Name of authorised person
(block letters)

ANNEXURE 3**EBB REQUEST FORM****1. DETAILS OF APPLICANT**

- **Name:**_____ (“Applicant”)
- **ACN/ARBN:**_____
- **Address:**_____

- **Telephone Number:**_____
- **Facsimile:**_____
- **Nominated Representative:**_____

2. STATUS OF APPLICANT

Is the Applicant a current user of services (gas transportation or otherwise) provided by Epic Energy?

Yes/No

3. NATURE OF SERVICE

If the answer to item 2 is yes, what is the service currently provided to the Applicant by Epic Energy?

4. REASON FOR APPLICATION

If the answer to item 2 is no, briefly outline the reason for seeking access to the EBB.

5. AGREEMENT

In submitting this EBB Request Form, the Applicant warrants that all information provided in this Access Request Form is true and correct and agrees to be bound by the terms and conditions set out in this EBB Request Form.

6. APPLICANT'S OBLIGATIONS

- (a) The Applicant must:
- (i) confine its use of the EBB to purposes necessary to meet its obligations, and to exercise its rights, under its own contract(s) for services;
 - (ii) only seek access to information that is either:
 - (A) specific to the Applicant; or
 - (B) relevant to other users of the EBB;
 - (iii) not, and not attempt to;
 - (A) corrupt; or
 - (B) interfere with, the operation of the EBB; and
 - (iv) implement appropriate security procedures in relation to:
 - (A) its EBB user ID and password (which will be provided to it by Epic Energy if the Applicant's EBB Request is successful); and
 - (B) its access to the EBB, to prevent unauthorised access to its information or to the EBB.
- (b) The Applicant acknowledges and agrees that:
- (i) Epic Energy would incur significant costs, expenses and inconvenience if the Applicant were to breach any of its obligations in item 6(a); and
 - (ii) accordingly, the Applicant will indemnify Epic Energy from and against all losses (including direct, indirect and consequential losses), costs, damages, expenses and penalties that may be suffered or incurred by Epic Energy as a result of, or in connection with, any breach of any of those obligations.

7. INDEMNITY

Epic Energy will not be responsible for, and the Applicant will indemnify and hold Epic Energy harmless from and against, any losses, costs, damages and expenses suffered or incurred by the Applicant arising out of any claim by any person in relation to the use of the EBB or any communications related to the EBB.

8. TERM

Subject to item 9, if the Applicant is notified that its EBB Request is successful, then the Applicant may have access to the EBB:

-
- (a) if the Applicant has a gas transportation contract with Epic Energy, for the term of that contract; or
 - (b) If the Applicant does not have a gas transportation contract with Epic Energy, 12 months from the date Epic Energy notifies the applicant its EBB Request has been successful.

An Applicant referred to in item 8(b) above may reapply for approval to access the EBB not earlier than 3 months prior the expiry of the term.

9. TERMINATION

If the Applicants EBB Request is approved, Epic Energy may revoke the Applicant's approval to use the EBB at any time if the Applicant breaches any term or condition of this Access Request or if any information or warranty provided in this Access Request is materially false or incorrect.

10. ASSESSMENT

- (a) Epic Energy will accept or reject an EBB Request within 21 Days of receipt of such request from the Applicant, by notifying the Applicant in writing.
- (b) Epic Energy may reject an EBB Request in its sole discretion if it believes on reasonable grounds that the EBB Request submitted by the Applicant is not bona fide or is materially false or inaccurate.

11. FURTHER INFORMATION

Epic Energy may require the Applicant to furnish such further information as is reasonable to enable Epic Energy to assess the Applicant's EBB Request.

**Signed for and on
behalf of the Applicant** _____

Position _____

Date _____



DAMPIER TO BUNBURY NATURAL GAS PIPELINE

PROPOSED ACCESS GUIDE UNDER THE NATIONAL ACCESS CODE

**Submission Version
15 December 1999**

**Epic Energy (WA) Transmission Pty Ltd
ACN 081 609 190
Level 7
239 Adelaide Terrace
PERTH WA 6000
CONTACT: David Williams
TELEPHONE: 9492 3823**