

15 December 1999

## TERMS AND CONDITIONS

### 1. Access Contract Terms and Conditions to Apply

Subject to clauses 2, 3, 4, 5 and 6, the terms and conditions applicable to Secondary Market Service shall be the terms and conditions from time to time contained in Epic Energy's Access Contract Terms and Conditions for the DBNGP.

### 2. Secondary Market Quantity

- (a) References in the Access Contract Terms and Conditions to "Delivery Point MDQ" or "MDQ" shall be read (as appropriate) as references to the quantities purchased by the Shipper under the Secondary Market Rules.
- (b) References in the Access Contract Terms and Conditions to "Delivery Point/s" shall be read as references to the Secondary Market Point (as defined in the Secondary Market Rules).

### 3. Access Contract

References in the Access Contract Terms and Conditions to "Access Contract" shall be read as references to "Secondary Market Service Contract" (as defined in the Secondary Market Rules).

### 4. Charges

References in clause 16 of the Access Contract Terms and Conditions to "Charges" shall not include the Gas Receipt Charge, Pipeline Capacity Charge and Compression Capacity Charge.

### 5. Nominations

- 5.1 Subject to clause 5.2, a Shipper must nominate by 14:00 hours on the Day before the Day the Shipper wishes to have gas delivered under a Secondary Market Service Contract:
  - (a) the quantity of gas the Shipper will supply to Epic Energy at each Receipt Point; and
  - (b) the quantity of gas the Shipper requires Epic Energy to deliver at the Delivery Point,not exceeding the Shipper's Delivery Point MDQ.
- 5.2 If a Shipper acquires capacity on the Secondary Market after 14:00 hours on the Day before the Day for use, then the Shipper must nominate within one hour of being notified under clause 4.2(i) of the Secondary Market Rules:
  - (a) the quantity of gas the Shipper will supply to Epic Energy at each Receipt Point; and

(b) the quantity of gas the Shipper requires Epic Energy to deliver at the Delivery Point,

not exceeding the Shipper's Delivery Point MDQ.

5.3 Any Secondary Market Quantities purchased by the Shipper for use on a Day and which are not used by the Shipper on that Day, are lost and do not accrue to the Shipper.

5.4 Nominations made by the Shipper pursuant to clauses 5.1 and 5.2 must be made in good faith.

## **6. Certain Access Contract Terms and Conditions Excluded**

The following terms and conditions from the Access Contract Terms and Conditions are excluded from and do not form part of the Secondary Market Terms and Conditions:

(a)	Clause 4.1
(b)	Clause 4.2
(c)	Clause 4.3
(d)	Clause 4.4
(e)	Clause 19.2
(f)	Clause 29



## **DAMPIER TO BUNBURY NATURAL GAS PIPELINE**

### **PROPOSED SECONDARY MARKET TERMS & CONDITIONS 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**