

Proposed Revised Access Arrangement ~~for the~~  
~~Dampier to Bunbury Natural Gas~~  
~~Pipeline~~  
21 January 2005

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

**~~INDEPENDENT GAS PIPELINES ACCESS REGULATOR~~**  
**~~WESTERN AUSTRALIA~~**

**~~30 December 2003~~**

~~Reprinted 12 January 2004~~

~~Incorporates corrigenda of notice dated 12 January 2004~~

**DBNGP (WA) Transmission Pty Ltd**

**ACN 061 609 190**

**Level 7/ 239 Adelaide Terrace, Perth WA 6000**

**Contact: Anthony Cribb**

**Telephone: (08) 9492 3803**

## TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	BACKGROUND	4
3.	THE DBNGP (DESCRIPTION OF THE PIPELINE SYSTEM)	5
4.	COMMENCEMENT	6
5.	APPLICATIONS FOR ACCESS	7
6.	SERVICES POLICY	10
7.	REFERENCE TARIFF POLICY	12
8.	REFERENCE TARIFF STRUCTURE AND CHARGES	16
9.	REBATABLE REVENUE	17
10.	TERMS AND CONDITIONS	20
11.	TRADING POLICY	21
12.	EXTENSIONS/EXPANSIONS POLICY	23
13.	REVIEW DATE	24

<b><u>1. INTRODUCTION</u></b>	<b><u>1</u></b>
<b><u>2. BACKGROUND</u></b>	<b><u>2</u></b>
<b><u>3. THE DBNGP (DESCRIPTION OF THE PIPELINE SYSTEM)</u></b>	<b><u>3</u></b>
<b><u>4. COMMENCEMENT</u></b>	<b><u>4</u></b>
<b><u>5. ACCESS REQUESTS AND QUEUING POLICY</u></b>	<b><u>5</u></b>
<b><u>6. SERVICES POLICY</u></b>	<b><u>11</u></b>
<b><u>7. REFERENCE TARIFF POLICY</u></b>	<b><u>13</u></b>
<b><u>8. REFERENCE TARIFF STRUCTURE AND CHARGES</u></b>	<b><u>19</u></b>
<b><u>9. TERMS AND CONDITIONS</u></b>	<b><u>20</u></b>
<b><u>10. TRADING POLICY</u></b>	<b><u>21</u></b>
<b><u>11. EXTENSIONS/EXPANSIONS POLICY</u></b>	<b><u>22</u></b>
<b><u>12. REVIEW DATE</u></b>	<b><u>24</u></b>
<b><u>13. DEFINITIONS</u></b>	<b><u>25</u></b>

## **1. INTRODUCTION**

- 1.1 This document comprises the proposed revised Access Arrangement ("Access Arrangement") for the Dampier to Bunbury Natural Gas Pipeline ("DBNGP") pursuant to the requirements of the Gas Pipelines Access (Western Australia) Act 1998, which incorporates the National Third Party Access Code for Natural Gas Pipeline Systems ("Code"). ~~The DBNGP is operated by Epic Energy (WA) Gas Transmission Pty Ltd ("Epic Energy").~~
- 1.2 It contains proposed revisions to the access arrangement drafted and approved on 30 December 2003 (corrected by corrigenda included in a notice dated 12 January 2004) by the Regulator ("Original Access Arrangement").
- 1.3 The DBNGP is operated by DBNGP (WA) Transmission Pty Ltd ("Operator") and is owned by DBNGP (WA) Nominees Pty Ltd ("Nominees") as Trustee for the DBNGP WA Pipeline Trust.
- 1.4 This Access Arrangement sets out the policies and basic terms and conditions applying to third party access to services provided by Operator in relation to the DBNGP.
- 1.5 Operator will negotiate access to services on the pipeline. If, however, prospective shippers are unable to conclude negotiations for access, this Access Arrangement contains the terms and conditions for access to the Reference Service.

## **~~2. BACKGROUND~~**

## **2. BACKGROUND**

**2.1** ~~2.1 — On 23 May 2003~~ On 30 December 2003, the Relevant Regulator (then the Independent Gas Pipelines Access Regulator in Western Australia (“Regulator”)) issued a Final Decision on the proposed but now the Economic Regulation Authority) drafted and approved the Original Access Arrangement ~~for the DBNGP. This Final Decision was to not approve the Access Arrangement.~~

~~2.2 — Epic Energy submitted a revised Access Arrangement to the Regulator on 8 August 2003. After considering the Revised Proposed Access Arrangement, the Regulator was not satisfied that it incorporated, substantially incorporated or otherwise addressed all the amendments specified in the Final Decision. On this basis, the Regulator did not approve the revised Access Arrangement. As a consequence, this Access Arrangement has been drafted and approved by the Regulator in accordance with the requirements of section 2.20 of the Code.~~

### **~~3. THE DBNGP (DESCRIPTION OF THE PIPELINE SYSTEM)~~**

- 2.2 The Original Access Arrangement was corrected by a corrigenda issued by the Regulator on 12 January 2004.
- 2.3 On 14 January 2004, Operator (formerly Epic Energy (WA) Transmission Pty Ltd) and Nominees (formerly Epic Energy (WA) Nominees Pty Ltd) applied to the WA Gas Review Board ("GRB") for a review of the decision of the Regulator to draft and approve the Original Access Arrangement ("GRB Appeal #1").
- 2.4 At or about the same time, applications for review were also filed by:
- (a) Western Power ("GRB Appeal #3"); and
  - (b) North West Shelf Gas Pty Ltd ("GRB Appeals #2 & 4").
- 2.5 As required by the ACCC under undertakings given by Operator and Nominees (and others) pursuant to section 87B of the Trade Practices Act 1974 ("ACCC Undertakings"), GRB Appeal #1 was discontinued in November 2004.
- 2.6 Also in November 2004, GRB Appeals #2 & 4 were withdrawn and the proceedings discontinued.
- 2.7 However, as at the date of submission of this proposed revised Access Arrangement to the Regulator, aspects of GRB Appeal #3 remain. As at the date of filing of this Access Arrangement, it is to be heard by the GRB in March 2005. Accordingly, without limitation to its rights, Operator reserves its rights to propose further revisions to the Original Access Arrangement as a result of any orders that the GRB might make in connection with GRB Appeal #3 prior to the revised Access Arrangement commencing to have effect.



### **3. THE DBNGP (DESCRIPTION OF THE PIPELINE SYSTEM)**

3.1 ~~3.1~~—The DBNGP is as described in the following pipeline licences:

- (a) ~~(a)~~—PL 40 (as amended or varied before the date the Access Arrangement for the DBNGP commences to have effect); ~~and~~
- (b) PL 41 (as amended or varied before the date the Access Arrangement for the DBNGP commences to have effect); and
- (c) ~~(b)~~—PL 47 (as amended or varied before the date the Access Arrangement for the DBNGP commences to have effect).

3.2 ~~3.2~~—A detailed description of the DBNGP ~~is contained in~~ and maps showing the pipeline system are annexed to the Access Arrangement Information.

## **4. COMMENCEMENT**

The Access Arrangement commences on 13 January 2004.

## ~~5. APPLICATIONS FOR ACCESS~~

### ~~5.1 The Application Form~~

**4. COMMENCEMENT**

4.1 Subject to section 4.2 of this Access Arrangement, the revisions to the Access Arrangement are to have effect on 1 July 2005.

4.2 Despite section 4.1 of this Access Arrangement, the revisions to the Access Arrangement are to have effect on the later of:

- (a) the date the approval under sections 2.38, 2.41 or 2.42 of the Code becomes effective (under section 2.48); and
- (b) 1 July 2005.

## **5. ACCESS REQUESTS AND QUEUING POLICY**

### **5.1 Informal Requests and Reports**

- (a) Prospective Shippers are encouraged to consult with Operator on available capacity and facilities prior to making an Access Request.
- (b) Where the consultation requires extensive investigations and/or reports by Operator, the Prospective Shipper may be required to pay the cost for such investigations and/or reports. Operator will, as soon as practicable after the consultation, advise the Prospective Shipper of the likely cost of any such investigations and/or reports required. Operator reserves the right to require the Prospective Shipper to pay in advance Operator's estimate of the likely costs.
- (c) Operator is not obliged to proceed with investigations and/or reports unless the Prospective Shipper undertakes to pay the reasonable costs of those investigations and/or reports as required by Operator.

### **5.2 Submission of Access Requests**

- (a) Prospective Shippers may apply for access to a Service by submitting an Access Request in accordance with this section 5.2.
- (b) An Access Request must specify:
  - (i) whether the Service requested is a Reference Service or a Non-Reference Service;
  - (ii) a Commencement Date for the Service, which must be a date at least 30 days after the date the Access Request is submitted;
  - (iii) a Capacity End Date for the Service, which must, in the case of an Access Request for a Reference Service, be a date no earlier than the date 5 years after the Commencement Date;
  - (iv) in the case of a Reference Service and any other capacity related Non-Reference Service:
    - (A) each Receipt Point and Delivery Point for the Service; and
    - (B) the amount of the requested Service (in TJ/d) for each Receipt Point and Delivery Point;
  - (v) the terms and conditions on which the Service is requested, by:
    - (A) in the case of a Reference Service, stating that the Prospective Shipper accepts the Access Contract Terms and Conditions or identifying any variations the Prospective Shipper proposes to the Access Contract Terms and Conditions;
    - (B) in the case of a Non-Reference Service (other than a Spot Capacity Service), specifying the terms and conditions the Prospective Shipper proposes should apply to the Service or requesting Operator to propose the terms and conditions for provision of the Service; or



Request. The amended Access Request supersedes the Prospective Shipper's Original Access Request. Operator may require the payment of a further Prescribed Fee before an amended Access Request is deemed to have been validly submitted.

5.3 ~~5.2~~ ~~Criteria for Assessment of Applications~~ Access Requests

- (a) ~~(a) — Epic Energy~~ Operator will assess and respond to an Access Request as a reasonable and prudent pipeline operator ~~in accordance with section 5.4 of the Code based on the information provided to Epic Energy with it with the Access Request in the form specified in the Access Guide.~~
- (b) The information specified in the Access Request form and the Information Package does not necessarily contain all of the information Operator may need to assess an Access Request. Operator may:
- (i) request further information from a Prospective Shipper (including any evidence reasonably required by Operator that the Access Contract that would be formed by Operator's acceptance of the Access Request would be a valid and binding obligation of the Prospective Shipper); or
- (ii) advise the Prospective Shipper that investigations are required to be undertaken prior to responding to the Access Request, as contemplated by section 5.4(c) of the Code,
- ~~(b) — In addition to the matters set out in the Access Guide, Epic Energy may request such further detail and information from a Prospective Shipper as Epic Energy if it reasonably considers that such information or investigations are necessary to assess the Prospective Shipper's Access Request.~~
- ~~(c) — If a Prospective Shipper fails to comply with a reasonable request by Epic Energy for further information within 20 Days of receipt of such request, then the Prospective Shipper's Access Request is (subject to any extension of time granted by Epic Energy) rejected. A new Access Request by that Prospective Shipper will rank behind all other current Access Requests.~~
- ~~(d) — If a Prospective Shipper has submitted an Access Request and that Access Request is accepted by Epic Energy in the manner set out in the Access Guide, then an Access Contract between Epic Energy and the Prospective Shipper is formed which is binding on both parties.~~
- (c) If an Access Request requires the terms and conditions of the Access Contract to be negotiated between Operator and the Prospective Shipper because the Access Request is:
- (i) for a Non-Reference Service; or
- (ii) for a Reference Service but the Prospective Shipper has not indicated its acceptance of the Access Contract Terms and Conditions,
- the Prospective Shipper must promptly on request by Operator proceed to negotiate in good faith with Operator the terms and conditions on which the Service is to be provided.
- (d) Operator may accept an Access Request:
- (i) where the Access Request is for a Reference Service and is made on the basis of the Access Contract Terms and Conditions or is for a Spot Capacity Service, by executing the two copies of the Access Request

- Form executed by the Prospective Shipper and returning one executed copy to the Prospective Shipper; or
- (ii) where the Access Request is for a Non-Reference Service (other than a Spot Capacity Service), or is for a Reference Service otherwise than on the Access Contract Terms and Conditions, and Operator and the Prospective Shipper have agreed the terms and conditions for the Service, by submitting an Access Contract in the form agreed to the Prospective Shipper for execution. If the Access Contract is not executed by the Prospective Shipper and returned to Operator (together with any evidence reasonably required by Operator that the Access Contract is a valid and binding obligation of the Prospective Shipper) within 10 Business Days, the Access Request will be deemed to have been withdrawn by the Prospective Shipper.
- (e) Operator may reject an Access Request at any time prior to its acceptance if:
- (i) the Access Request is incomplete or otherwise does not comply with the requirements specified in section 5.2;
  - (ii) the Prospective Shipper fails to comply with a reasonable request by Operator for further information, or to consent to a plan and allocation of costs for investigations proposed by Operator, within 20 Business Days (or such longer period as Operator may agree in a particular case) after receipt of such request or proposed plan and cost allocation;
  - (iii) Operator considers, acting as a reasonable and prudent pipeline operator, that the Prospective Shipper is not capable of meeting its obligations under the Access Contract;
  - (iv) acceptance of the Access Request would require an expansion of or extension to the DBNGP and the expansion or extension is inconsistent with the extensions and expansions policy set out in section 11;
  - (v) the requested Service cannot be provided having regard to the load characteristics set out in the Access Request and the load characteristics of Other Shippers;
  - (vi) where the Access Request requires the terms and conditions of the Access Contract to be negotiated between Operator and the Prospective Shipper, the Prospective Shipper fails to negotiate in good faith when required to do so under section 5.3(c);
  - (vii) the Access Request is for substantially the same Service as another current Access Request submitted by the Prospective Shipper; or
  - (viii) Operator considers, acting as a reasonable and prudent pipeline operator, that the Access Request is not a bona fide request for access.

#### 5.4 ~~5.3~~ Queuing Policy

- (a) If Operator notifies a Prospective Shipper in accordance with section 5.4 of the Code that Spare Capacity does not exist to satisfy an Access Request, Operator will create a queue for determining the priority of access to Spare



Capacity and Developable Capacity that will apply as between that Access Request and any other Access Request.

- ~~(b) (a) — Epic Energy Operator will create~~ maintain a single queue for ~~all Access Requests~~ access to Reference Services and Non-Reference Services.

~~(b) — For the avoidance of doubt, there will be no separate queue for Access Requests for a Firm Service.~~
- (c) Access Requests are to have priority of access to Spare Capacity and Developable Capacity in the order in which they are entered in the queue by Operator in accordance with this section 5.4. Subject to sub-sections 5.4(d) to 5.4(k), Operator will enter Access Requests in the queue with a priority date being the date on which they are received (or, as appropriate, deemed to be received) by Operator. Access Requests entered in the queue with the same priority date will have equal priority in the queue as between each other.
- (d) Subject to sections 5.4(e) and (f), an Access Request will only be entered in the queue if it complies with the requirements specified in section 5.2.
- (e) If an Access Request is incomplete or otherwise does not comply with the requirements of section 5.2 and, in Operator's opinion, the Prospective Shipper remedies the deficiencies within 10 Business Days after being given notice of the deficiencies by Operator (which notice must be given promptly), the Access Request may be entered in the queue with a priority date being the date on which the original Access Request was received by Operator. This section only applies once. Otherwise, the Access Request will be entered in the queue with a priority date being the date on which, in Operator's opinion, the deficiencies are remedied.
- (f) If an Access Request requires the terms and conditions of the Access Contract to be negotiated between Operator and the Prospective Shipper or is subject to conditions, the Access Request will be entered in the queue with a priority date being the date of receipt of the Access Request by Operator. However, unless:

  - (i) where Operator notifies Shipper in accordance with section 5.4 of the Code that there is Spare Capacity sufficient to satisfy the Access Request, within 40 Business Days after the date Operator responds to the Prospective Shipper in accordance with section 5.4 of the Code in respect of Access Request; or
  - (ii) where Operator notifies Shipper in accordance with section 5.4 of the Code that there is not Spare Capacity sufficient to satisfy the Access Request, within 60 Business Days after the date Shipper consents to a plan and allocation of costs for investigations proposed by Operator and referred to in section 5.4 of the Code in respect of Access Request,

either:

  - (iii) the negotiations are completed and/or the conditions are satisfied; or
  - (iv) the Prospective Shipper has agreed to amend the Access Request such that it becomes an Access Request for a Reference Service made on the basis of the Access Contract Terms and Conditions,

the Access Request will be removed from the queue and will subsequently be re-entered in the queue with a priority date being the date that negotiations are completed and/or the conditions are, in Operator's opinion, satisfied.

- (g) ~~(e) — Subject to sub-clauses 5.3(d), 5.3(e) and 5.3(i), Access Requests are to have priority determined by the order in which they are received by Epic Energy. However, Epic Energy Operator may deal with Access Requests out of order provided that:~~
- (i) ~~(i) — the Access Request that is being dealt with out of order is materially different to the Access Requests which are first in time have the same or earlier priority dates; and~~
- (ii) ~~(ii) — the Prospective Shippers with the Access Requests which are first in time have the same or earlier priority dates do not suffer any material prejudice as a result.~~
- (h) Access Requests received by mail are deemed to be received on the day they are delivered to Operator. Access Requests delivered by hand are received on the date actually received.
- (i) ~~(d) — Any Access Request for a Service that was made prior to the revisions to this Access Arrangement coming into effect ("prior AA Access Requests") will have priority over Access Requests made after the revisions to this Access Arrangement comes come into effect. The priority amongst prior AA Access Requests is to be determined in accordance with the order in which they are were received by Epic Energy Operator.~~
- ~~(e) — An Access Request will not be placed in the queue if it does not comply with the requirements for a complying Access Request, as set out in the Access Guide.~~
- ~~(f) — An Access Request that is entered into the queue may be rejected at any stage prior to its acceptance by Epic Energy (in the form of an Access Contract) if:~~
- ~~(i) — the Access Request requires expansion of the DBNGP system for it to be met and the expansion is inconsistent with Epic Energy's extensions and expansions policy as set out in the Access Arrangement; or~~
- ~~(ii) — the Prospective Shipper is, to Epic Energy's satisfaction as a reasonable and prudent pipeline operator, not in a position to meet its obligations under the Access Contract; or~~
- ~~(iii) — the requested Capacity can not be provided having regard to the load characteristics set out in the Access Request and the load characteristics of Other Shippers; or~~
- ~~(iv) — where the Access Request is for a Non Reference Service, Epic Energy and the Prospective Shipper have not reached agreement concerning the terms and conditions for the Non Reference Service by 24 months prior to the proposed Commencement Date under the Access Request, except where the terms and conditions for the Non Reference Service are being arbitrated pursuant to section 6 of the Code.~~
- (j) ~~(g) — If an Access Request is rejected, that Access Request's priority in the queue is lost.~~
- ~~(h) — 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.~~
- ~~(i) — 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 (“Original Access Request”) and is marked up to show the changes from the Original Access Request. The amended Access Request supersedes the Prospective Shipper’s Original Access Request and the following shall apply:~~

- (k) If a Prospective Shipper amends an Access Request in accordance with section 5.2(f), the following shall apply:
- ~~(i) (i) — If the amendment is made in accordance with section 5.4(f), is limited to a reduction in the amount of the Service requested or a change in the requested Commencement Date, or is not in Epic Energy’s Operator’s opinion a material change to the Original Access Request, the amended Access Request will be deemed to have been lodged on the same priority date of as the Original Access Request; and~~
  - ~~(ii) (ii) — 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 queue after the Original Access Request is materially prejudiced, will be removed from the queue and will subsequently be re-entered in the queue with a priority date being the date the amended Access Request will be deemed to have been lodged on the date on which it is received by Epic Energy Operator.~~
- (l) (j) — This Queuing Policy is subject to any Capacity Expansion Options which may be granted by Epic Energy from time to time Operator from time to time under section 11. Nothing in this Queuing Policy prevents Operator offering a Capacity Expansion Option in accordance with section 11 at any time or complying with its obligation to provide capacity to a Prospective Shipper in accordance with a Capacity Expansion Option.
- ~~(k) — Capacity Expansion Options will be processed independently of and stand apart from any other Access Requests which have been received, and will receive priority to Prospective Shippers in the queue as follows:~~
- ~~(i) — In relation to Developable Capacity — ahead of any Access Request already in the queue at the time of exercise of the Capacity Expansion Option; and~~
  - ~~(ii) — In relation to Spare Capacity — as if it were an Access Request lodged in the queue as at the date of its exercise. However, it will still be open for Epic Energy to deal with it in accordance with sub-clause 5.3(c).~~
- ~~(l) — Subject to Epic Energy complying with any confidentiality obligations to other Prospective Shippers, following receipt of an Access Request, Epic Energy will notify Prospective Shippers, in accordance with section 5 of the Code, of:~~
- ~~(i) — the time when that Access Request may be met; and~~
  - ~~(ii) — details of the position in the queue of that Access Request.~~
- (m) Where a Prospective Shipper has lodged an Access Request and Operator has agreed to undertake an expansion to satisfy the Access Request (including by the creation of a Capacity Expansion Option in accordance with section 11), the Prospective Shipper’s Access Request will remain in the queue until the expansion capacity has become available to satisfy it. If Spare Capacity becomes available to satisfy the Access Request prior to completion of the expansion and Operator and the Prospective Shipper agree, that Spare Capacity may be made available to satisfy the Access Request (in accordance

with its priority in the queue at that time) in place of the proposed expansion capacity.

(n) This Queuing Policy does not apply to access to a service secured pursuant to a Spot Capacity Service.

(o) ~~(m)~~— Within a reasonable time of ~~Epic Energy~~Operator becoming aware of any material change (in the context a Prospective Shipper's Access Request) in the expected timing of when the Prospective Shipper's Access Request in the ~~relevant~~ queue will be satisfied, ~~Epic Energy~~Operator will notify the Prospective Shipper of the change.

## **6. SERVICES POLICY**

### **6.1 Services**

#### ~~6.1 Services~~

~~Epic Energy~~Operator offers the following Services on the DBNGP:

**(a)** ~~(a)~~ Reference Service

The Reference Service offered by ~~Epic Energy~~Operator is ~~Firm Tf~~ Service ~~which can be either forward haul or backhaul.~~

**(b)** ~~(b)~~ Non-Reference Services

**(i)** ~~(i)~~ The Services referred to in this sub-~~clause~~section are Non - Reference Services.

**(ii)** ~~(ii)~~ ~~Epic Energy~~Operator will, subject to operational availability (as determined by ~~Epic Energy~~Operator as a reasonable and prudent pipeline operator), make available to a Prospective Shipper the following Service or Services:

**(A)** ~~(A)~~ ~~Secondary Market~~Part Haul Service;

**(B)** Back Haul Service;

**(C)** Spot Capacity Service;

**(D)** ~~(B)~~ Park and Loan Service;

**(E)** ~~(C)~~ Seasonal Service;

**(F)** ~~(D)~~ Peaking Service;

**(G)** ~~(E)~~ metering information service;

**(H)** ~~(F)~~ pressure and temperature control service;

**(I)** ~~(G)~~ odourisation service; and

**(J)** ~~(H)~~ co-mingling service.

**(iii)** ~~(iii)~~ Non-Reference Services also include ~~Services~~services provided by ~~Epic Energy~~Operator under contracts entered into prior to commencement of the Access Arrangement Period.

~~(iv) Revenue obtained from certain Non-Reference Services is Rebatable Revenue in accordance with clause 9.~~

#### ~~6.2 Firm Service~~

**(iv)** Operator is prepared to negotiate to provide a Prospective Shipper with any other service that is not a Reference Service.

### **6.2 Tf Service**

**(a)** ~~Firm Tf~~ Service is a Full Haul Service in which ~~Epic Energy~~Operator (subject to availability of Capacity):

**(i)** ~~(a)~~ takes receipt, at one or more Receipt Points on a Day, of a quantity of the Shipper's gas not exceeding:

**(A)** ~~(i)~~ the sum of the Shipper's MDQ;

- (B) ~~(ii)~~ plus or minus the quantity of gas required to correct any Imbalance on the preceding Day; and
- (ii) ~~(b)~~ delivers to the Shipper at one or more Delivery Points on that Day a quantity of gas not exceeding the Shipper's MDQ, without interruption or curtailment except as permitted by the Access Contract.
- (b) Prospective ~~Shipper's~~ Shippers seeking access to Spare Capacity of the DBNGP as it is configured at the time of approval of this Access Arrangement must nominate a minimum term of 25 years when lodging an Access Request for ~~Firm Tf~~ Service, unless ~~Epic Energy~~ Operator in its absolute discretion agrees otherwise.
- (c) Prospective Shippers seeking access for Developable Capacity must nominate a minimum term of 20 years when lodging an Access Request for ~~Firm Tf~~ Service, unless ~~Epic Energy~~ Operator in its absolute ~~direction~~ discretion agrees otherwise.

~~6.3 — Limitation on Upstream Delivery Points~~

~~If the Shipper's Delivery Point is upstream of the Shipper's Receipt Point ("Upstream Deliveries") and on a Day, the total quantity of gas transported for all shippers with a Delivery Point downstream of their Receipt Point is insufficient to maintain Upstream Deliveries without the need to change the normal direction of gas flow in the DBNGP, Epic Energy may restrict Upstream Deliveries in its absolute discretion without liability to the Shipper.~~

## ~~7. REFERENCE TARIFF POLICY~~

## 7. REFERENCE TARIFF POLICY

### 7.1 ~~7.1~~ — General Principles

- (a) ~~(a)~~ — ~~Epic Energy~~ Operator's Reference Tariff has been designed to recover from ~~Shippers~~ shippers using the Reference Service, that portion of the Total Revenue that reflects:
- (i) ~~(i)~~ — those costs (including capital costs) which are directly attributable to the provision of the Reference Service; and
  - (ii) ~~(ii)~~ — a share of those costs (including capital costs) which are attributable to provision of the Reference Service jointly with Services provided to ~~Other Shippers~~ other shippers with contractual rights existing prior to the ~~date on which~~ commencement of this Access Arrangement ~~commences~~ Period and other Services which Operator considers are reasonably foreseeable to be offered during the Access Arrangement Period.
- (b) ~~(b)~~ — The Reference Tariff has been determined on the basis of the gas specifications prescribed in Items 1 and 2 of Schedule 2 to the Access Contract Terms and Conditions that apply at the commencement of ~~the~~ this Access Arrangement Period.

### 7.2 ~~7.2~~ — Calculation of Total Revenue

- (a) ~~(a)~~ — The Total Revenue has been calculated using the 'cost of service' ("COS") method described in section 8.4 of the Code. ~~This basis~~ The application of this method for calculation of the Total Revenue ~~under the COS method is outlined in clauses~~ sections 7.3 to 7.9 ~~7.8~~ of the Access Arrangement.
- (b) The Total Revenue has been calculated as the sum over the Access Arrangement Period of the costs in each year of the Access Arrangement Period that comprise the sum in each year of:
- (i) return on the Capital Base;
  - (ii) depreciation; and
  - (iii) non capital costs.
- (c) ~~(b)~~ — The COS method has been applied in accordance with section 8.5A(~~b~~c) of the Code, ~~on~~ in accordance with which a pre-tax real ~~basis~~ rate of return is applied to a nominal capital base.

### 7.3 ~~7.3~~ — Calculation of Capital Base ~~— COS Method~~

- (a) The Initial Capital Base at 1 January 2000 was \$1,550.00 million.
- (b) ~~(a)~~ — ~~The~~ For each year after 2000, the Capital Base for the DBNGP at the beginning of ~~each year of the Access Arrangement is the physical asset account balance at the beginning of that year.~~ the year is:
- (i) the Capital Base at the beginning of the immediately preceding year;  
plus



- (ii) an adjustment to the Capital Base at the beginning of that immediately preceding year for the effect of inflation; plus
  - (iii) ~~(b) — The physical asset account balance at the end of each year of the Access Arrangement Period is the physical asset account balance at the beginning of each year of the Access Arrangement Period, plus New Facilities Investment during the year, less the accumulated depreciation of physical assets at the end of the year.~~ New Facilities Investment during the preceding year; less
  - (iv) depreciation for the preceding year.
- (c) New Facilities Investment after 1 January 2005 is New Facilities Investment that is forecast to occur during the Access Arrangement Period.

#### 7.4 Forecast New Facilities Investment

- (a) New Facilities Investment forecast to occur during the Access Arrangement Period is reasonably expected to pass the requirements of section 8.16 of the Code when that New Facilities Investment is forecast to occur.
- (b) For the purposes of calculating the Capital Base at the commencement of the next Access Arrangement Period in accordance with section 8.9 of the Code, the New Facilities Investment will consist only of actual New Facilities Investment that has occurred during this Access Arrangement Period.

#### 7.5 ~~7.4 — Return on Assets — COS Method~~ the Capital Base

The return on ~~assets~~ the Capital Base has been determined by multiplying the Capital Base at the beginning of each year of ~~the~~ this Access Arrangement Period, ~~plus the annual adjustment for inflation,~~

#### 7.6 ~~7.5 — Calculation of Rate of Return — COS Method~~

- (a) ~~(a) —~~ The Rate of Return has been set as a pre-tax real weighted average of the returns applicable to debt and equity.
- (b) ~~(b) —~~ The return on equity referred to in sub-~~clause 7.5~~ section 7.6(a) has been determined using the capital asset pricing model.
- (c) ~~(c) —~~ The return on debt referred to in sub-~~clause 7.5~~ section 7.6(a) has been determined as the sum of a risk free rate of return ~~and,~~ an estimate of the estimated corporate debt margin, ~~and an estimate of the costs of raising debt.~~
- (d) The following elements used to determine the Rate of Return are Fixed Principles in accordance with section 7.13 of the Access Arrangement:

Parameter		Value
Market risk premium	$R_n - R_f$	6.00%
Asset beta	$\beta_a$	0.60
Debt beta	$\beta_d$	0.20
Ratio of debt to total assets	D/V	60.00%
Valuation of imputation credits	$\Gamma$	50.00%

7.7    ~~7.6~~ — Depreciation Schedule — ~~COS Method~~

- ~~(a) — Depreciation of the physical asset account balance has been determined using the straight line method.~~
- (a)    ~~(b)~~ — A separate depreciation schedule has been determined for each of the four groups of physical assets that form the DBNGP; these four groups are:
  - (i)    pipeline assets;
  - (ii)   compressor station assets;
  - (iii)   metering assets; and
  - (iv)   other assets.
- (b)    For the assets in each of the four groups, depreciation has been determined using the straight line method.
- (c)    The Depreciation Schedule has been designed so that:
  - (i)    each group of assets is depreciated over the economic life of that group; and
  - (ii)   each group of assets is depreciated only once (that is, so that the sum of the Depreciation that is attributable to each group over the life of the assets is equivalent to the value of that group of assets at the time at which that value was first included in the Capital Base, subject to such adjustment for inflation as is appropriate given the approach to inflation adopted pursuant to section 8.5A(c) of the Code).

7.8    ~~7.7~~ — Non-Capital Costs — ~~COS Method~~

The Reference Tariff provides for the recovery of all forecast non-capital costs to the extent permitted under section 8.37 of the Code.

~~7.8~~ — ~~Forecast Capital Expenditure~~ — ~~COS Method~~

- ~~(a) — New Facilities Investment during the Access Arrangement Period is reasonably expected to pass the requirements of section 8.16 of the Code when the New Facilities Investment is forecast to occur.~~
- ~~(b) — For the purposes of calculating the Capital Base at the commencement of the next Access Arrangement Period in accordance with section 8.9 of the Code, the New Facilities Investment will consist only of actual New Facilities Investment that has occurred during this Access Arrangement Period.~~

~~7.9~~ —

7.9    Allocation of Costs ~~between~~ Between Services — ~~COS Method~~

- ~~(a) — The Initial Capital Base for the DBNGP is \$1,550.00.~~
- ~~(b) — No costs have been allocated to the provision of Rebatable Services.~~
- ~~(c) — The Total Revenue has been calculated as the sum over the Access Arrangement Period of the costs in each year of the Access Arrangement Period that comprise the sum in each year of:~~
  - ~~(ii) — non-capital costs;~~
  - ~~(iii) — return on assets; and~~

(iv) — depreciation.

~~7.10 — Allocation of Costs between Services~~

~~(a) — In determining the Reference Tariff for Firm Tf Service, costs have been allocated to Services provided to Shippers with ~~gas transportation contracts~~ Full Haul Access Contracts entered into prior to the commencement of ~~the Access Arrangement~~ this Access Arrangement Period, as if those Shippers had been provided with Firm Tf Service.~~

~~(b) — No costs have been allocated to the provision of Rebatable Services.~~

~~7.11 — Allocation of~~

7.10 Allocation of Costs between ~~between~~ Between Shippers

~~(a) — Costs have been allocated to Firm Service Shippers on the basis of their use of the assets comprising the DBNGP.~~

~~(b) — Four groups of assets have been used in determining the Reference Tariff for Firm Service. These are:~~

~~(i) — pipeline assets;~~

~~(ii) — compressor station assets;~~

~~(iii) — metering assets;~~

~~(iv) — other assets.~~

~~(c) — For the purpose of determining the Reference Tariff for Firm Service, the DBNGP has been divided into 12 Zones.~~

~~(d) — There are four components to the Reference Tariff for Firm Service:~~

~~(i) — Pipeline~~

(a) The portion of Total Revenue attributable to provision of the Tf Service is recovered through the Reference Tariff.

(b) For the purpose of recovery of costs from Shippers, the Reference Tariff is divided into:

(i) Capacity Charge;

~~(ii) — Compression Capacity Charge;~~

~~(iii) — Compressor Fuel Charge; and~~

~~(iv) — Delivery Point Charge.~~

~~(e) — The Pipeline Capacity Charge recovers from each Firm Service Shipper a proportion of the return and depreciation on, and a proportion of the non-capital costs incurred in operating and maintaining:~~

~~(i) — the pipeline assets in the Zone in which the Shipper's Receipt Point is located;~~

~~(ii) — the pipeline assets in the Zone in which the Shipper's Delivery Point/s is located;~~

~~(iii) — the pipeline assets in the Zones located between the Zone in which the Shipper's Receipt Point is located and the Zone in which the Shipper's Delivery Point is located;~~

- ~~(iv) — facilities associated with the Delivery Points (but only in respect of non-capital costs incurred in operating and maintaining such facilities); and~~
- ~~(v) — other assets, plus other costs associated with providing Firm Service not otherwise recovered by the charges referred to in sub-clauses 7.11(d)(ii) to (iv).~~

~~The return on pipeline assets and depreciation in a Zone, and the costs of operating and maintaining assets in that Zone, are recovered on the basis of the Shipper's MDQ as a proportion of the sum of the MDQ's of all Firm Service Shippers (or Shippers deemed to be Firm Service Shippers under sub-clause 7.10(a)) in the Zone.~~

~~Other assets return and depreciation, and the costs of operating and maintaining other assets are also recovered on the basis of the Shipper's MDQ as a proportion of the sum of the MDQ's of all Firm Service Shippers (or Shippers deemed to be Firm Service Shippers under sub-clause 7.10(a)) in the Zone.~~

- ~~(f) — The Compression Capacity Charge recovers from each Firm Service Shipper a proportion of the return and depreciation on, and a proportion of the non-capital costs incurred in, maintaining, Compressor Stations located between the Shipper's Receipt Point and the Shipper's Delivery Point.~~

~~Compressor Station asset return and depreciation, and the costs of operating and maintaining a Compressor Station are recovered on the basis of the Shipper's MDQ as a proportion of the sum of the MDQ's of all Firm Service Shippers (or Shippers deemed to be Firm Service Shippers under sub-clause 7.10(a)) using the Compressor Station.~~

- ~~(g) — The Compressor Fuel Charge recovers from each Firm Service Shipper a proportion of the cost of the compressor fuel used at Compressor Stations located between the Shipper's Receipt Point and the Shipper's Delivery Point.~~

~~The cost of compressor fuel forecast to be used at a Compressor Station is recovered on the basis of taking the forecast cost of compressor fuel forecast to be used by the Compressor Station during 2000 and dividing that by the forecast aggregate quantity of gas delivered through the Compressor Station during 2000. The forecast aggregate quantity of gas delivered is for Firm Service and for Services provided to Other Shippers with contractual rights existing prior to the date on which this Access Arrangement commences.~~

~~Firm Service Shippers making Upstream Deliveries will not incur the Compressor Fuel Charge unless those Upstream Deliveries cause a change in the normal direction of gas flow in the DBNGP. Reservation Tariff; and~~

(ii) Commodity Tariff.

- ~~(c) (h) — The Delivery Point Charge The Capacity Reservation Tariff recovers from Shippers using a particular Delivery Point the return on the metering assets at the Delivery Point and the each Tf Service Shipper a proportion of the return and depreciation on those assets, and a proportion of the non capital costs incurred in operating and maintaining the DBNGP.~~
- ~~(d) The Commodity Tariff recovers from each Tf Service Shipper a proportion of the cost of the fuel gas used on the DBNGP.~~

7.11 ~~7.12~~ — Form of Regulation

(a) The Reference Tariff will vary within the Access Arrangement Period in accordance with a 'price path' approach as described in section 8.3 of the Code.

~~(b) A 'price path' approach as described in section 8.3 of the Code is the manner in which the Reference Tariff will vary within the Access Arrangement Period. The value of each of the Reference Tariff components listed in sub-clause 7.11(d) in each of the years 2001, 2002, 2003 and 2004 is calculated~~ This variation of the Reference Tariff will be effected by adjustment on 1 January in each of the years 2006, 2007, 2008 and 2009 in accordance with CPI on the following ~~formula~~ basis:

~~(c)  $TC_t$  = Reference Tariff component in year  $t$ , where year  $t$  is each of the years 2001, 2002, 2003, 2004;~~

~~(d)  $TC_{t-1}$  = Reference Tariff component in the year preceding year  $t$ ;~~

~~(e)  $CPI_{t-1}$  = the Consumer Price Index (All Groups, Eight Capital City), published by the Australian Bureau of Statistics for the September quarter of the year preceding year  $t$ ;~~

~~(f)  $CPI_{t-2}$  = the Consumer Price Index (All Groups, Eight Capital City), published by the Australian Bureau of Statistics for the September quarter of the year previous to the year preceding year  $t$ ;~~

~~$X = 0.0275$  when year  $t$  is the year 2001 and is zero otherwise.~~

$$Tariff_n = Tariff_b \times \left( \frac{CPI_n}{CPI_b} \right)$$

where:

<u><math>Tariff_n</math></u>	<u>≡</u>	<u>Capacity Reservation Tariff or Commodity Tariff (as the case may be) in year n, where year n is each of the years 2006, 2007, 2008, 2009;</u>
<u><math>Tariff_b</math></u>	<u>≡</u>	<u>Capacity Reservation Tariff or Commodity Tariff (as the case may be) set out in Schedule 1 to the Access Contract Terms and Conditions;</u>
<u><math>CPI_n</math></u>	<u>≡</u>	<u>CPI for the quarter ending on 30 September of the year before the year for which the Reference Tariff is being adjusted; and</u>
<u><math>CPI_b</math></u>	<u>≡</u>	<u>CPI for the quarter ending on 30 September 2004.</u>

7.12 ~~7.13~~ — Use of Incentive ~~Mechanisms~~ Mechanism

(a) ~~(a)~~ — The adoption of the 'price path' approach is intended to provide an incentive to develop the market and reduce costs.

~~(b) The method described in clause 9.2 by which Epic Energy will distribute Rebatale Revenue is intended to provide an incentive to Epic Energy to develop a market for that part of the DBNGP Capacity which cannot otherwise be made available as Firm Service.~~

~~7.14~~ — ~~New Facilities Investment~~

~~Epic Energy will observe and comply with the Code requirements regarding New Facilities Investment.~~

~~7.15 — Adjustment of Tariff~~

~~The Reference Tariff may also be varied pursuant to Clause 16 of the Access Contract Terms and Conditions.~~

- (b) For the Access Arrangement Period commencing on 1 January 2011, the Total Revenue from which the Reference Tariff is to be determined is to include, in addition to the costs listed in section 7.2(b) of this Access Arrangement, a share of any returns to Operator from the sale of Full Haul services in the previous Access Arrangement Period that exceeded the level of returns that were expected during that previous Access Arrangement Period from the sale of such services.
- (c) The share of returns to Operator referred to in section 7.12(b) of this Access Arrangement is to be calculated, for each year, as shown below:

<u>Year</u>	<u>Share of returns</u>
<u>2011</u>	<u><math>S_{2011} = E_{2005} + E_{2006} + E_{2007} + E_{2008} + E_{2009}</math></u>
<u>2012</u>	<u><math>S_{2012} = E_{2005} + E_{2006} + E_{2007} + E_{2008} + E_{2009}</math></u>
<u>2013</u>	<u><math>S_{2013} = E_{2005} + E_{2006} + E_{2007} + E_{2008} + E_{2009}</math></u>
<u>2014</u>	<u><math>S_{2014} = E_{2005} + E_{2006} + E_{2007} + E_{2008} + E_{2009}</math></u>
<u>2015</u>	<u><math>S_{2015} = E_{2006} + E_{2007} + E_{2008} + E_{2009}</math></u>

where:

$E_{2005} = (F_{2005} - A_{2005}) \times I_{s_t}$

$E_t = [(F_t - A_t) - (F_{t-1} - A_{t-1}) \times (CPI_t/CPI_{t-1}) \times R_t] \times I_{s_t}$  for year  $t$ ,  
where  $t = 2006, 2007, 2008, \text{ and } 2009$ ;

$R_t =$  adjustment required for real escalation applied to labour costs in year  $t$ , as shown in the following table:

<u>T</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
<u>R<sub>t</sub></u>	<u>1.0046</u>	<u>1.0044</u>	<u>1.0039</u>	<u>1.0041</u>	<u>1.0042</u>

$I_s =$  inflation factor for year  $s$ , where  $s = 2011, 2012, 2013, 2014, 2015$ , which adjusts  $[(F_t - A_t) - (F_{t-1} - A_{t-1}) \times (CPI_t/CPI_{t-1}) \times R_t]$  for inflation from year  $t$  to year  $s$ ;

$F_t =$  the forecast of non-capital costs for year  $t$  made for the purpose of determining the Reference Tariff for the current Access Arrangement Period;

$A_t =$  actual non-capital costs for year  $t$ ;

$F_{t-1} =$  the forecast of non-capital costs for year  $t - 1$  made for the purpose of determining the Reference Tariff for the current Access Arrangement Period;

$A_{t-1} =$  actual non-capital costs for year  $t - 1$ ;

$CPI_t =$  CPI for the quarter ending on 30 September of year  $t$ ; and

$CPI_{t-1} =$  CPI for the quarter ending on 30 September of year  $t - 1$ .

- (d)  $A_t$  and  $A_{t-1}$  must be determined using the same cost categories and methods used to determine, respectively,  $F_t$  and  $F_{t-1}$ .

7.13 ~~7.16~~ — Reference Tariff Principles Not Subject to Review

- (a) ~~The methodology for determination of the Capital Base at the commencement of each year of the Access Arrangement Period as set out in clause 7.3 is a Fixed Principle~~ The following are Fixed Principles in accordance with section 8.47 of the Code.:

(b) 7.17 — Rebate of Delivery Point Charges

- (a) ~~In relation to a Delivery Point for which some or all of the capital costs were provided by a Shipper ("Funding Shipper"), any revenue received by Epic Energy from other Shippers ("Paying Shippers") for the Delivery Point Charge relating to the relevant Delivery Point will be rebated to the Funding Shipper in accordance with the rebate formula contained in the agreement between Epic Energy and the Funding Shipper relating to the funding of that Delivery Point. If there is no rebate mechanism contained in the agreement between Epic Energy and the Funding Shipper, Epic Energy must rebate to the Funding Shipper 95% of the Delivery Point Charge payable by the Paying Shipper.~~
- (b) ~~A Funding Shipper will not be required to pay the Delivery Point Charge in respect of any Delivery Point it funded.~~

7.18 — Goods and Services Tax

~~From 1 July 2000, the component charges of the Reference Tariff are specified inclusive of Goods and Services Tax ("GST"). The GST-inclusive charges are calculated by multiplying each charge exclusive of GST by a factor of 1.0997752.~~

## ~~8.~~

- (i) the method of determination of the Capital Base at the commencement of each year of the Access Arrangement Period as set out in section 7.3 of the Access Arrangement;
- (ii) the method of determination of the Rate of Return as set out in sections 7.5 and 7.6 of the Access Arrangement, and the elements used in that determination set out in section 7.6(d) of the Access Arrangement; and
- (iii) the revenue earned by Operator during the period commencing on 1 July 2005 and ending on 31 December 2015 from the sale of any Services which is in excess of the amount (in net present value terms) equal to the sum of:
  - (A) the revenue that would have been earned had any of those Services which were Full Haul Services been sold at the Reference Tariff; and
  - (B) the revenue actually earned from the sale of those Services which were Services other than Full Haul Services,

must not:

  - (C) be taken into account directly or indirectly for the purposes of setting a Reference Tariff ~~STRUCTURE AND CHARGES~~

### ~~8.1~~ Structure

~~The Reference Tariff for Firm Service comprises several components which apply depending on the location of the Shipper's Receipt Point and Delivery Point. The components are:~~

- ~~(a) A Pipeline Capacity Charge;~~
- ~~(b) A Compression Capacity Charge;~~
- ~~(c) A Compressor Fuel Charge (for compressor stations other than CS1 and CS2); and~~
- ~~(d) A Delivery Point Charge.~~

### ~~8.2~~ or determining or applying the Reference Tariff Policy which applies on or after 1 January 2011; or

- (D) otherwise be taken into account directly or indirectly by the Relevant Regulator in performing any of its functions under the Code.
- (c) For the purposes of the Fixed Principles referred to in section 7.13 of this Access Arrangement, the Fixed Period is until 31 December 2031.

### 7.14 Rebate of Charges

Operator will only rebate Charges in relation to the use of certain delivery points and then only in accordance with clause 3 of the Access Contract Terms and Conditions.



## **8. REFERENCE TARIFF STRUCTURE AND CHARGES**

### **8.1 Structure**

Each Tf Service Shipper is to pay:

- (a) a Capacity Charge;
- (b) a Commodity Charge; and
- (c) other Charges

~~The charges for Firm Service are as set out in and calculated in accordance with the Tariff Schedule.~~

### ~~8.3 Application of Charges~~

- ~~(a) The Pipeline Capacity Charge is the aggregate of the Shipper's Delivery Point MDQ or Delivery Point MDQ's multiplied by the sum of the relevant rates set out in the Tariff Schedule for the pipeline zones between the Receipt Point and Delivery Point for the Shipper's Access Contract.~~
- ~~(b) The Compression Capacity Charge is the aggregate of the Shipper's Delivery Point MDQ or Delivery Point MDQ's multiplied by the sum of the relevant rates set out in the Tariff Schedule for each Compressor Station located between the Shipper's Receipt Point and Delivery Point.~~
- ~~(c) The Compressor Fuel Charge is the aggregate of the quantity of gas delivered to Shipper at a Delivery Point or Delivery Points multiplied by the sum of the relevant rates set out in the Tariff Schedule for each Compressor Station located between the Shipper's Receipt Point and Delivery Point.~~
- ~~(d) The Delivery Point Charge is an annual fixed charge which recovers the cost of the Delivery Point facilities used by the Shipper. Where gas is delivered to more than one Shipper at a Delivery Point, the Delivery Point Charge is shared between Shippers on the basis of the total Shippers' MDQs at the Delivery Point.~~

## ~~9. REBATABLE REVENUE~~

### ~~9.1 Description~~

- ~~(a) Revenue obtained from the following Services is Rebatale Revenue:~~
- ~~(i) Seasonal Service;~~
  - ~~(ii) Park and Loan Service;~~
  - ~~(iii) Secondary Market Service; and~~
  - ~~(iv) any other Service nominated by Epic Energy~~
- ~~(b) Additionally, revenue (less the Compressor Fuel Charge) obtained by Epic Energy from Overrun to the extent provided under clause 5.2 (a) of the Access Arrangement Terms and Conditions is Rebatale Revenue.~~
- ~~(c) Revenue obtained by Epic Energy in the circumstances referred to in clause 7.17 of the Access Arrangement will be rebated in accordance with that clause 7.17 but is not included as part of the Rebatale Revenue for the purposes of this clause.~~

### ~~9.2 Method of Rebate~~

#### ~~(a) Interpretation~~

~~"Rebatale Revenue" or "RR" for a year is the sum of the revenue from Rebatale Services in the year.~~

~~"Prior Revenue" or "PR" for the year is the total revenue from capacity reservation charges and commodity charges, and the like, in the year from Prior Contracts.~~

~~"Prior Contracts" means contracts (other than for T3 Capacity, as defined in the Dampier to Bunbury Regulations 1998) which were entered into before commencement of the Access Arrangement.~~

~~"Forecast Prior Revenue" or "FPR" means the revenue from capacity reservation charges and commodity charges and the like, that Shippers under Prior Contracts would be obligated to pay in the year if they took their entire Contracted Capacity in the year.~~

~~"Threshold Revenue" or "TR" means:~~

$$\text{TR} = a_1 \times (\text{FSC} - \text{PAC}) \times \text{C1} + a_2 \times (\text{FSV} - \text{PAV}) \times \text{C2} - \text{RFS} + r \times \text{Q};$$

~~"a<sub>1</sub>" and "a<sub>2</sub>" are to be obtained from the following table:~~

Parameter	Value
a <sub>1</sub>	0.895661
a <sub>2</sub>	0.880731

~~"FSC" and "FSV" for each year of the Access Arrangement are to be obtained from the following table:~~

Year	FSC (GJ)	FSV (GJ)
2000	217,105,650	194,482,950
2001	216,437,700	197,187,600
2002	217,112,950	197,815,400
2003	219,832,200	201,563,950
2004	221,894,450	203,702,850

~~"PAC" is the capacity contracted to shippers under Prior Contracts (other than Exempt Contract) for the year plus the use of capacity in the Year made by the Exempt Contract.~~

~~"PAV" is the volume of gas delivered in the year to shippers under Prior Contracts.~~

~~"C<sub>1</sub>" is the sum of the Zone 10 pipeline capacity and Compression Capacity Charge rates applying in the year.~~

~~"C<sub>2</sub>" is the Compressor Fuel Charge rate for a delivery point located between CS 10 and MLV 157A.~~

~~"RFS" is the actual revenue from the sale of the Firm Service and any other Services in the nature of a Firm Service to the extent that this does not include Services under Prior Contracts and any other Non-Reference Service which Epic Energy advised is a Rebatable Service pursuant to sub-clause 9.1(a)(iv).~~

~~"r" is \$0.40/GJ in the first year of the Access Arrangement. In subsequent years, until the Revisions Commencement Date, r shall be adjusted in accordance with clause 16.2 of the Access Arrangement Terms and Conditions.~~

~~"Q" is the amount by which the total volume of gas delivered in the year exceeds FSV for the year.~~

~~"Distributable Revenue" or "DR" means:~~

$$\text{DR} = (\text{RR} + \text{PR}) - (\text{TR} + \text{FPR})$$

~~(b) Distribution of Rebate — COS Method~~

~~Where the Total Revenue is determined by the COS Method and where DR is greater than zero, then the amount of Rebatable Revenue equal to DR shall be distributed as follows:~~

~~(i) 45% is to be distributed to Rebate Sharing Shippers during the year;~~

~~(ii) 55% is to be retained by Epic Energy,~~

~~and where DR is less than or equal to zero, the Rebatable Revenue shall be retained by Epic.~~

~~9.3 Apportionment of Rebatable Revenue between Shippers of Firm Service~~

~~(a) The amount rebated to Rebate Sharing Shipper's pursuant to sub-clause 9.2(b) is to be the ratio that the Rebate Sharing Revenue received from that Shipper for a Year bears to the total Rebate Sharing Revenue received during that Year.~~

~~Example:~~

$$\text{Rebate Sharing Revenue from all Rebate Sharing Shippers during the Year} = \$500$$

~~Rebate Sharing Revenue from Rebate Sharing Shipper "X" during the Year =~~  
~~\$50~~

~~Rebate Sharing Shipper "X's" share of Rebate Sharing Revenue (under sub-clause~~  
~~9.2(a)) is 10%~~

- ~~(b) In calculating the Rebate Sharing Revenue received from Rebate Sharing Shippers that is referred to in sub-clause 9.3(a), no account is to be had of revenue other than Pipeline Capacity Charges, Compression Capacity Charges and Overrun Charges referred to in clause 5.2(a) of the Access Contract Terms and Conditions.~~

~~9.4 Rebate to Rebate Sharing Shippers is by Way of Discount~~

- ~~(a) Any amounts due to a Rebate Sharing Shipper pursuant to sub-clause 9.2(b)(ii)(A) will be deducted from the amount which would otherwise be payable under Shipper's next invoice following calculation of the Rebatable Revenue at the end of a Year.~~
- ~~(b) If the Rebate Sharing Shipper is no longer a Shipper of a Service, then the Rebate Sharing Shipper may elect to either take the amount as a cash payment or leave the amount with Epic Energy to hold and credit against an Invoice for Services used by Shipper in the future.~~

~~9.5 Rebate of Certain Charges~~

- ~~(a) If a Shipper is required to pay any of the following Charges to Epic Energy, Epic Energy shall provide a rebate to all other Shippers for Firm Service and Services in the nature of Firm Service (but excluding services under Prior Contracts) ('Charge Revenue Rebate Shippers') an amount calculated in accordance with the formula contained in sub-clause 9.5(b):~~

~~(i) Out of Specification Gas Charge ('OSGC');~~

~~(ii) Nomination Surcharge ('NS');~~

~~(iii) Excess Imbalance Charge ('EIC');~~

~~(iv) Peaking Surcharge ('PS'); and~~

~~(v) Unavailability Charge ('UC');~~

- ~~(b)  $CRR = 0.95 \times (OSGC + NS + EIC + PS + UC)$~~

~~Where:~~

~~"CRR" means the Charge Revenue Rebate.~~

- ~~(c) Any amounts due to a Charge Revenue Rebate Shipper pursuant to sub-clause 9.5(a) will be deducted from the amount which would otherwise be payable under the Shipper's next Invoice following calculation of the CRR at the end of a Year.~~
- ~~(d) If the Charge Revenue Rebate Shipper is no longer a Shipper of a Service, then the Charge Revenue Rebate Shipper may elect to either take the amount as a cash payment or leave the amount with Epic Energy to hold and credit against an Invoice for Services used by the Shipper in the future.~~
- ~~(e) The amount of CRR rebated to each Charge Revenue Rebate Shipper is to be the ratio that the Charge Revenue Rebate Shipper's daily average total Capacity (expressed in GJ per Day) contracted by that Charge Revenue Rebate Shipper on the DBNGP pursuant to its Access Contract in the year to which the CRR calculation relates, to the daily average total of all Contracted Capacity~~

~~(expressed in GJ/day) on the DBNGP under the Access Arrangement (except for Prior Contracts) in that year.~~

**~~10. TERMS AND CONDITIONS~~** as required by the Access Contract.

8.2 The Capacity Charge is the aggregate of the Tf Service Shipper's Delivery Point MDQs multiplied by the Capacity Reservation Tariff.

8.3 The Commodity Charge is the aggregate of the quantity of Gas delivered to the Tf Service Shipper at a Delivery Point or Delivery Points multiplied by the Commodity Tariff.

8.4 Other Charges are set out in the Access Contract Terms and Conditions.

8.5 Goods and Services Tax ("GST")

(a) The Capacity Charge, the Commodity Charge and all Other Charges, as determined in accordance with this section 8, are exclusive of GST.

(b) The manner in which GST is applicable and payable is set out in the Access Contract Terms and Conditions.

## **9. TERMS AND CONDITIONS**

- 9.1** ~~10.1~~—The terms and conditions upon which ~~Epic Energy~~Operator will grant parties access to ~~Firm~~Tf Service in the DBNGP are those terms and conditions contained in the Access Contract Terms and Conditions as amended or varied from time to time in accordance with ~~clause 10.3. Any term used in this~~section 9.3 of the Access Arrangement ~~that is defined in the Access Contract Terms and Conditions has the same meaning.~~
- 9.2** ~~10.2~~—At the date of this Access Arrangement, the Access Contract Terms and Conditions are set out in Annexure ~~B~~A.
- 9.3** ~~10.3~~—~~Epic Energy~~Operator may vary the Access Contract Terms and Conditions in accordance with section 2 of the Code.

## ~~11. TRADING POLICY~~



## **10. TRADING POLICY**

### **10.1** ~~11.1~~ — Bare Transfer

~~Epic Energy~~Operator will permit a Bare Transfer of all or any part of a Shipper's Contracted Capacity the subject of an Access Contract in accordance with section 3.10 of the Code.

### **10.2** ~~11.2~~ — Conditional Transfer

~~Epic Energy~~Operator will permit a conditional transfer of an Access Contract in accordance with the Access Contract Terms and Conditions.

#### ~~11.3~~ — Secondary Market

- ~~(a) — Epic Energy will establish a Secondary Market based on the Secondary Market Rules as amended or varied by Epic Energy from time to time.~~
- ~~(b) — Secondary Market Service will be available on the Secondary Market and may be provided by either Epic Energy or a Shipper of Firm 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. Epic Energy will also offer Spare Capacity it may have available in the DBNGP for sale on a Day, in the Secondary Market.~~
- ~~(c) — The terms and conditions of Secondary Market Service will be the same as the Access Contract Terms and Conditions except as expressly modified by the Secondary Market Rules.~~
- ~~(d) — The establishment of the Secondary Market will provide an opportunity for all holders of Firm Service, large and small, to post their willingness to sell anticipated unutilised Capacity for a Day. Epic Energy will also post uncontracted Capacity for a Day in the Secondary Market.~~
- ~~(e) — The price for Secondary Market Service will be the prevailing market price.~~
- ~~(f) — The objective of the Secondary Market is to encourage Firm Service Shippers to make unutilised Capacity available to third parties. There will not be an interruptible service or an authorised Overrun Service available to Shippers. A Shipper's requirements over and above its Contracted Capacity will need to be met (subject to availability) from the Secondary Market, but that Capacity can be acquired at any time during the relevant Day.~~
- ~~(g) — Parties wishing to purchase Capacity in the Secondary Market must either be existing Shippers or must be Approved Third Parties. The prudential requirements and criteria applicable to Prospective Shippers will also apply to parties seeking to be registered as Approved Third Parties.~~

### **10.3** ~~11.4~~ — Trading Imbalances

A Shipper may exchange all or part of its accumulated Imbalances ~~with another Shipper, at any time and on terms they may agree, and must give notice in writing of any such exchange to Epic Energy prior to the exchange occurring. On receipt of such written notice Epic Energy shall calculate adjustments in the Shipper's accumulated Imbalances to reflect the exchange.~~ in accordance with clause 6 of the Access Contract Terms and Conditions.

~~11.5~~

#### 10.4 Relocation ~~of~~ of Delivery Point MDQ

- ~~(a) A Shipper may by notice in writing to Epic Energy request a relocation of all or any part of~~

A Shipper may relocate all or any part of its MDQ from an existing Delivery Point ~~to a new Delivery Point.~~

- ~~(b) Epic Energy will approve a request for relocation made in accordance with 11.5(a) if the relocation is technically feasible and commercially reasonable.~~
- ~~(c) Epic Energy may make its approval subject to conditions if they are reasonable on commercial and technical grounds (including but not limited to Operational Grounds).~~
- ~~(d) A Shipper's ability to relocate its Delivery Point MDQ to another Delivery Point is subject to the rights of Other Shippers with contracted Delivery Point MDQ at that Delivery Point.~~
- ~~(e) In the event that a Shipper wishes to relocate any part of its Delivery Point MDQ to a Delivery Point downstream of the Shipper's contracted Delivery Point, the relocation of MDQ may in some circumstances only be technically feasible if the equivalent downstream quantity is less than the Delivery Point MDQ the Shipper seeks to relocate.~~

#### ~~11.6~~ Relocation of Receipt Point MDQ other than in Zone 1

- ~~(a) Shipper may by notice in writing to Epic Energy request a relocation of all or any part of its MDQ from an existing Receipt Point to a new Receipt Point ("Requested Relocation").~~
- ~~(b) Epic Energy will approve a request for relocation made in accordance with 11.6(a) if the relocation is technically feasible and commercially reasonable.~~
- ~~(c) Epic Energy may make its approval subject to conditions if they are reasonable on commercial and technical grounds (including but not limited to Operational Grounds).~~
- ~~(d) A Shipper's ability to relocate its Receipt Point MDQ to another Receipt Point is subject to the rights of Other Shippers with contracted Receipt Point MDQ at that Receipt Point. to a new Delivery Point or from an existing Receipt Point to a new Receipt Point in accordance with clause 3 of the Access Contract Terms and Conditions.~~

## ~~12. EXTENSIONS/EXPANSIONS POLICY~~

## **11. EXTENSIONS/EXPANSIONS POLICY**

- 11.1** ~~12.1~~ — Epic Energy Operator will expand the Capacity of the DBNGP to meet the gas transportation needs of Prospective Shippers where Epic Energy Operator believes the tests in section 6.22 of the Code have been satisfied, and Epic Energy Operator may otherwise expand the Capacity ~~in~~of the DBNGP to meet the needs of Prospective Shippers.
- 11.2** ~~12.2~~ — Unless Epic Energy Operator states otherwise in a Capacity Expansion Option, an expansion of the DBNGP pursuant to the exercise of a Capacity Expansion Option by the holder is to be treated as part of the Covered Pipeline. ~~Epic Energy shall provide written notice to the Regulator of any decision not to include any expansion or extension of the DBNGP in the Covered Pipeline.~~
- 11.3** ~~12.3~~ — If Epic Energy Operator proposes to extend ~~or~~ expand or enhance the DBNGP for a purpose other than meeting its obligations to the holder of a Capacity Expansion Option, the extension ~~or~~ expansion or enhancement is to become part of the Covered Pipeline unless Epic Energy Operator elects otherwise. Epic Energy Operator will give the Regulator notice of an extension ~~or~~ expansion or enhancement which Epic Energy Operator elects will not become part of the Covered Pipeline.
- 11.4** In considering whether to treat an extension, expansion or enhancement as part of the Covered Pipeline, Operator may have regard to the following factors:
- (a) the application of the matters set out in section 1.9 of the Code in respect of the facilities comprising the extension, expansion or enhancement;
  - (b) the extent to which the Capacity resulting from the extension, expansion or enhancement is Contracted Capacity;
  - (c) the legitimate business interests of Operator;
  - (d) the application of any voluntary right of access to the Capacity resulting from the extension, expansion or enhancement; and
  - (e) the extent to which any Access Contract under which the extension, expansion or enhancement capacity is contracted relies upon a determination of the Reference Tariff.
- 11.5** ~~12.4~~ — If an extension ~~or~~ expansion or enhancement of the DBNGP becomes part of the Covered Pipeline, the extension ~~or~~ expansion or enhancement will not affect the Reference Tariff before the next Revisions Commencement Date. Although, if an extension, expansion or enhancement of the DBNGP becomes part of the Covered Pipeline:
- (a) Operator may seek a Capital Contribution from Prospective Users or levy a Surcharge on Incremental Users in accordance with sections 8.23 to 8.26 of the Code; and
  - (b) Operator may submit proposed revisions to this Access Arrangement under section 2.28 of the Code.

- 11.6 ~~12.5~~—Where it is not technically or economically feasible for Epic Energy Operator may (as determined by Epic Energy Operator in its sole discretion) ~~to expand or extend the Pipeline,~~ Epic Energy may from time to time seek Surcharges or Capital Contributions from Prospective Shippers in respect of New Facilities Investment in accordance with sections 8.23 to 8.26 of the Code. If Epic Energy Operator intends to levy a Surcharge on Shippers, it will provide written notice, including to the Regulator, of its intention to do so.
- 11.7 ~~12.6~~—Except where Epic Energy Operator imposes a Surcharge or seeks a Capital Contribution, Shipper’s using Incremental Capacity will pay the Reference Tariff.
- 11.8 ~~12.7~~—To assist Prospective Shippers with their future gas transportation needs, Epic Energy Operator may from time to time offer ~~options for Capacity on the DBNGP which require expansions~~ (“Capacity Expansion Options. Operator acknowledges that at the commencement of this Access Arrangement Period, Capacity Expansion Options”) have already been granted to certain shippers on the DBNGP.
- 11.9 ~~12.8~~—A Capacity Expansion Option gives a Prospective Shipper a right to a specified quantity of Capacity on the terms and conditions specified in the Capacity Expansion Option. A Capacity Expansion Option will have a purchase price to be determined by Epic Energy Operator and is able to be traded by the Prospective Shipper to another Prospective Shipper.

**~~13. REVIEW DATE~~**

**12. REVIEW DATE**

12.1 (a) — The Revisions Submission Date is 1 ~~April 2004~~ July 2010.

12.2 (b) — The Revisions Commencement Date is 1 January ~~2005~~ 2011.

### **13. DEFINITIONS**

**Access Arrangement** means ~~Epic Energy~~Operator's access arrangement for the DBNGP as approved, varied or substituted by the Regulator;

**Access Arrangement Period** means the date the Regulator approves the Access Arrangement until the start of the Revisions Commencement Date;

**Access Contract** means a contract between ~~Epic Energy~~Operator and a Shipper for ~~Firm Tf~~ Service or Non-Reference Services;

**Access Contract Period** means the term of the Access Contract specified in the Access Request;

**Access Contract Terms and Conditions** means the terms and conditions for the Reference Service contained in Annexure ~~BA~~ as may be altered or varied by ~~Epic Energy~~Operator from time to time; ~~Access Guide has the meaning given in sub-clause 5.1(a);~~

**Access Request** means ~~the~~a request for access as ~~set out~~described in ~~the Access Guide; section 5.2;~~

**Access Request Form** means the Access Request forms for lodging Access Requests for Reference Service and Non-Reference Service in accordance with the Access Arrangement as specified from time to time by Operator and made available on Operator's nominated website;

**Annexure** means an annexure to this Access Arrangement;

~~Approved Third Party~~ means ~~a party approved in accordance with the procedure set out in the Access Guide;~~

~~Bare Transfer~~ has the meaning given in the Access Contract Terms and Conditions;

**Back Haul** means a Gas transportation service in the DBNGP where the Receipt Point is downstream of the Delivery Point;

**Capacity** means the capacity in the DBNGP, as it is configured at the commencement of the Access Arrangement, to transport quantities of gas from a Receipt Point to a Delivery Point;

**Capacity Expansion Option** means an option for Capacity on the DBNGP which requires an expansion;

**Code** has the meaning given in ~~clause 12;~~section 1;

**Commencement Date** means 08:00 hours on the date for commencement of the Service set out in the Access Request executed by ~~Epic Energy~~Operator;

~~Code~~ has the meaning given in clause 1;

~~Compression Capacity Charge~~ means the compression capacity charge calculated in accordance with the Tariff Schedule;

~~Compressor Fuel Charge~~ means the compressor fuel charge calculated in accordance with the Tariff Schedule;

**Compressor Station(s)** means the compressor stations located at various intervals on the DBNGP;

~~Contracted Capacity~~ means that part of the capacity which has been reserved by a Shipper or Shippers pursuant to a contract entered into with the Service Provider;



**Covered Pipeline** means the ~~DBNGP and any extension or expansion of the DBNGP which becomes covered under the Access Arrangement;~~ Dampier to Bunbury Natural Gas Pipeline which is described in section 3;

~~GPI~~ has the meaning given in the Access Contract Terms and Conditions;

**CS#** means Compressor Station 1 to 10 as the case may be on the DBNGP;

**DBNGP** means the ~~Dampier to Bunbury Natural Gas Pipeline as described in clause 3;~~

~~Day~~ has the meaning given in the Access Contract Terms and Conditions;

~~Delivery Point~~ has the meaning given in the Access Contract Terms and Conditions;

~~Delivery Point Charge~~ means the delivery point charge calculated in accordance with the Tariff Schedule;

~~Delivery Point MDQ~~ has the meaning given in the Access Contract Terms and Conditions; ~~Depreciation Reserve~~ means a reserve established by Epic Energy and which will reduce the capital base in the next Access Arrangement Period; Covered Pipeline and any extension or expansion of the DBNGP which becomes covered under the Access Arrangement pursuant to section 11;

**Depreciation Schedule** means the schedule described in the Access Arrangement Information;

**Developable Capacity** means the difference between the Capacity and the Capacity which would be available if additions of plant and/or pipeline were made, but does not include any extension of the geographic range of the DBNGP;

~~Epic Energy~~ means Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190);

~~Exempt Contract~~ has the meaning given in section 96(4) of the Law;

~~Firm Service~~ means the Service described in clause 6.2;

~~Gas Review Board~~ means the West Australian Gas Review Board established by section 50 of the Gas Pipelines Access (Western Australia) Act 1998;

~~GTR's~~ has the meaning given in clause 2.3;

~~Imbalance~~ has the meaning given in the Access Contract Terms and Conditions;

~~MDQ~~ has the meaning given in the Access Contract Terms and Conditions;

Full Haul means Gas transportation in the DBNGP where the Delivery Point is downstream of CS9 regardless of the location of the Receipt Point, but does not include Back Haul;

**Non-Reference Service** means any of the Services referred to in sub-clause section 6.1(b);

~~Other Shipper~~ has the meaning given in the Access Contract Terms and Conditions;

~~Overrun~~ has the meaning given in the Access Contract Terms and Conditions;

~~Paragraph~~ means a paragraph of this Access Arrangement;

Operator means DBNGP (WA) Transmission Pty Ltd (ACN 081 609 190);

**Park and Loan Service** is a service where ~~Epic Energy~~ Operator agrees that a Shipper may deliver a quantity of gas into the DBNGP at a Receipt Point on a Day, without the Shipper taking delivery of that gas at a Delivery Point on the same Day ("Park Service") OR where ~~Epic Energy~~ Operator 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 Shipper out of Linepack ("Loan Service");

~~**Pipeline Capacity Charge** means the pipeline capacity charge calculated in accordance with the Tariff Schedule;~~

**Part Haul** means a Gas transportation service in the DBNGP where the Delivery Point is upstream of CS9 on the DBNGP regardless of the location of the Receipt Point, but does not include Back Haul;

**Prescribed Fee** means the non-refundable amount of \$5,000;

**Prospective Shipper** means a person who seeks or is reasonably likely to seek to enter into a contract for Services and includes a Shipper who seeks or may seek to enter into a contract for an additional Service;

~~**Rebate Sharing Contract** means an access contract which states that Rebate Sharing Revenue may be payable to the Shipper;~~

~~**Rebate Sharing Revenue** means revenue for Firm Service received from Shippers whose Access Contract provides that the Access Contract is a Rebate Sharing Contract;~~

~~**Rebate Sharing Shipper** means a Shipper whose Access Contract is a Rebate Sharing Contract;~~

~~**Rebatable Revenue** has the meaning in clause 9.1;~~

~~**Rebatable Service** means the Services described in clause 9.1;~~

~~**Receipt Point** is defined in the Access Arrangement Terms and Conditions;~~

*Reference Service* means ~~Firm~~Tf Service;

**Reference Tariff** means ~~Epic Energy~~Operator's reference tariff for ~~Firm~~the Reference Service as set out in the ~~Tariff Schedule~~Access Contract Terms and Conditions;

**Regulator** means the regulator appointed under the Gas Pipeline Access (Western Australia) Act 1998;

~~**Revisions Commencement Date** has the meaning given in the Code;~~

~~**Revisions Submission Date** has the meaning given in the Code;~~

**Seasonal Service** means Capacity made available by ~~Epic Energy~~Operator in relation to a particular Month out of incremental capacity (being Capacity over and above ~~Firm~~Tf Service Capacity) available due to seasonal factors;

~~**Secondary Market** means the system of trading capacity as described in clause 11.3 and conducted by Epic Energy in accordance with the Secondary Market Rules;~~

~~**Secondary Market Rules** means the rules published by Epic Energy from time to time under which the Secondary Market operates;~~

~~**Secondary Market Service** means the Service acquired by a Shipper from the Secondary Market, as described in the Access Arrangement Information and which is subject to the Secondary Market Terms and Conditions;~~

~~**Secondary Market Terms and Conditions** means the terms and conditions published by Epic energy from time to time to apply to Secondary Market Service in accordance with the Secondary Market Rules and sub-clause 11.3(e);~~

~~Services~~Service means either a Reference Service or a Non-Reference Service;

**Shipper** means the Shipper specified in the Access Request;

**Spare Capacity** means:

- (a) (i) — the difference between the Capacity and the Contracted Capacity;  
plus
- (b) (ii) — the difference between the Contracted Capacity and the Contracted Capacity which is being used;

~~**Tariff Schedule** means the tariff schedule attached as Annexure A to the Access Arrangement;~~

**Spot Market Rules** means the rules published by Operator from time to time under to apply to Spot Capacity Service which Operator will make available on its website;

**Spot Capacity Service** means a Service for Spot Capacity by way of one or more Spot Transactions;

**Spot Transaction Terms and Conditions** means the terms and conditions for the Spot Capacity Service as varied by Operator from time to time and made available on Operator's website;

**Tf Service** means the Service described in section 6.2;

**Total Revenue** means revenue calculated in the manner described in the Access Arrangement Information.

~~**Trading Policy** means the policy set out in clause 11;~~

~~**Transitional Regime** has the meaning given in clause 2.4;~~

~~**Upstream Deliveries** has the meaning given in clause 6.3;~~

~~**Year** has the meaning given in the Access Contract Terms and Conditions;~~

~~**Zone** has the meaning given in the Access Contract Terms and Conditions.~~

~~Terms~~ Unless the context otherwise requires, terms used in capitals in this Access Arrangement have:

- (a) the meaning given above in this section 14;
- (b) if no meaning is given above in this section 14, the meaning given in the Access Contract Terms and Conditions; and
- (c) if no meaning is given above in this section 14 or in the Access Contract Terms and Conditions, the meaning given in the Code.

Terms used in capitals in the Access Arrangement Information have the same meaning as ~~exists under the Code~~ if they were included in the Access Arrangement, unless the context otherwise requires.

Document comparison done by DeltaView on Monday, January 24, 2005 15:17:52

Input:	
Document 1	file://H:/Data/Regulator's AA 30 Dec 2003 Clear Corrected.doc
Document 2	file://H:/Data/DBNGP_Tf Service_Access Arrangement_21Jan05_Final.DOC
Rendering set	AAR

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:		
	Count	
Insertions	591	
Deletions	507	
Moved from	0	
Moved to	0	
Style change	0	
Format changed	0	
Total changes	1098	