

**2026 – 2030 Access Arrangement Period**

**Proposed Terms and Conditions for Reference Services**

**Supporting Submission in response to Draft decision dated 7 July 2025, Required Amendments 9.1 to 9.3**

## INTRODUCTION

These Submissions respond to the comments and required amendments made by the ERA in relation to the terms and conditions of the T1, B1 and P1 reference services. The changes shown and explained in these Submissions apply to all of the P1 Reference Contract, B1 Reference Contract and T1 Reference Contract unless otherwise stated.

The mark-up in this document shows only the changes that DBP requests, shown in mark-up as against the text of the proposed terms and conditions submitted by DBP to the ERA in January 2025.

We have provided, together with these Submissions, marked up versions of the Reference Contracts showing all changes (including the changes already in the versions submitted by DBP in January 2025). The marked up versions of the Reference Contracts contain, in addition to the changes described in these Submissions, a small number of changes which are mere corrections of minor errors (being errors in footers and headers and one change to a cross reference), which are also shown in mark-up but not separately described in these Submissions (as they are self-explanatory and uncontroversial).

Defined terms used in these Submissions:

- **“Draft Decision”** means the “Draft Decision - Attachment 9: service terms and conditions” published by the ERA dated 7 July 2025.
- **“ERA”** means the Economic Regulation Authority.
- **“Negotiated Contracts”** means existing contracts with shippers for T1 Service, P1 Service or B1 Service which are not on the Reference Service Terms and Conditions under the current or any previous Access Arrangement.
- **“Reference Contract”** means the proposed Terms and Conditions for Reference Services in respect of any one of the T1 Service, P1 Service and B1 Service (and **“Reference Contracts”** means any two or all three of them as the case requires).

## 1. Changes required by ERA and accepted by DBP

- 1.1 DBP is comfortable with and has incorporated the changes required by the ERA in Required Amendment 9.1 and in Table 9.2 (and has made some other administrative amendments (constituting corrections) to various headers in the Schedules, the header to the main body of the Reference Contract for P1 Service, and to a cross reference in what is now clause 7.9A).
- 1.2 In Schedule 4, DBP has amended the first paragraph so that it reads as follows (consistent with the ERA's Required Amendment 9.2): "Description of the Dampier to Bunbury Natural Gas Pipeline System (as approved for the period 2026 – 2030)".

## 2. Required Amendment 9.3 – updates to contracts

### Clause 38(c)

The Parties agree that the provisions of this Contract will change automatically from time to time to reflect any changes to the terms and conditions for the T1 Service as approved by the ERA from time to time unless, with respect to a particular change:

- (i) the ERA provides otherwise in its published determination with respect to such change; or
- (ii) such change is inapplicable to the terms and conditions of this Contract.

### Explanation/Submission

- 2.1 We appreciate that the ERA "*understands the importance of maintaining consistency across Reference Contracts*".<sup>1</sup> DBP is concerned that the phrase "*subject to the parties acknowledging that the changed provisions are applicable and appropriate in the circumstances*" may be fatal to that end, as it would require the shipper and Operator to reach a specific agreement in respect of each future change in order for such change to apply. This would undermine the administrative efficiencies driving DBP's requested change (and, if a shipper did not provide its agreement, would result in inconsistencies across Reference Contracts without, necessarily, good reason therefor).
- 2.2 We understand that the ERA is concerned that there may be instances where changes to the terms and conditions are inapplicable or inappropriate to specific shippers. DBP does not share the view that this is risk, for the following reasons.
- 2.3 As noted on page 1 of the Draft Decision: "*The terms and conditions approved under an access arrangement establish standard terms and conditions that users can either accept or use as a point of reference to negotiate their own terms and conditions to meet specific operational needs.*" If a shipper had specific needs because of circumstances not generally applicable to other shippers, it is expected that the shipper and Operator would negotiate a contract on different terms to the Reference Contract - in which case it is not expected that clause 38(c) of the Reference Contract would form part of such Negotiated Contract.
- 2.4 To use some of the AA6 changes to the Reference Contracts by way of illustration:
- (a) in the case of the changes to clause 3.2(a)(i), it is for the benefit of all shippers that the definition of service type – given its impact on priorities and the curtailment plan – should be clear and consistent across all Reference Contracts, lowering the probability of disputes;

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<sup>1</sup> Paragraph 61 of the Draft Decision.

- (b) in the case of the change to insert a new clause 9.8(a), it is important that this apply to all shippers, as the intent of the change is to ensure that no single shipper under a Reference Contract is less constrained than other shippers to take up imbalance capacity of the pipeline, thereby limiting the probability that imbalance capacity (and capacity for other services) will be available for those shippers in real operational need at the relevant time. It is not appropriate for any Reference Contract to contain a different position on this issue given its potential effect on the availability of capacity services for all shippers;
- (c) in the case of the changes to clause 28.2, the relevant disclosure is needed with respect to all shippers to allow for shared use of the pipeline by all shippers and to assist with appropriate allocations among all shippers.

All of the changes to Reference Service terms and conditions proposed for AA6 are of general application, and best achieve their stated aims if applied to all shippers – there are no specific shippers with Reference Contracts to whom they would not be applicable or appropriate.

- 2.5 Further, any future changes to provisions are subject to the ERA's future approval. If the ERA requires changes to provisions of the Reference Contract in the future which are not generally applicable to all Reference Contracts then the ERA could provide in its determination that such changes only apply to Reference Contracts entered into after the date of the determination (and we have provided for such outcome on the drafting proposed above).
- 2.6 Alternatively, the ERA would always have the option to remove clause 38(c) in a future access arrangement approval if it determined that it was not appropriate for its effect to continue as drafted.
- 2.7 We have made an alternative suggestion as shown in mark-up above to address the issue raised in paragraph 61 of the Draft Decision.

### **3. Change to Overrun Rate and Unavailable Overrun Charge**

- 3.1 For an explanation of the changes to the Overrun Rate in clause 11.1(b)(i) and the Unavailable Overrun Charge (paragraph (a)) in Schedule 2, see Attachment 7.2 submitted by AGIG.