



DAMPIER TO BUNBURY NATURAL GAS PIPELINE

ACCESS GUIDE

10 February 2014

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1. INTRODUCTION

- (a) The Dampier to Bunbury Natural Gas Pipeline (DBNGP) is operated by DBNGP (WA) Transmission Pty Ltd (DBP), and is owned by DBNGP (WA) Nominees Pty Ltd as Trustee for the DBNGP WA Pipeline Trust.
- (b) DBP offers gas transportation services using the DBNGP.
- (c) In 2004, at the time the DBNGP was acquired by the beneficiaries of the DBNGP WA Pipeline Trust (Diversified Utilities and Energy Trusts, Alcoa of Australia Limited, and Alinta Limited), existing contracts for access to gas transportation services provided using the pipeline were renegotiated.
- (d) At that time, the Diversified Utilities and Energy Trusts, Alcoa of Australia Limited, Alinta Limited, Alinta Network Services Pty Ltd and DBNGP Holdings Pty Limited, gave an undertaking to the Australian Competition and Consumer Commission under section 87B of the *Trade Practices Act 1974* whereby DBP would, among other things:
 - (i) offer to all prospective shippers requiring a T1 service, a Standard Shipper Contract that contains capacity expansion rights which are not materially less favourable than the capacity expansion rights contained in any other shipper contract for a T1 service;
 - (ii) within 5 years, expand the capacity of the DBNGP by not less than 100 TJ/d, in aggregate, to meet the known capacity requirements of shippers, and of prospective shippers who enter into Standard Shipper Contracts;
 - (iii) invest up to \$400 million in expanding the capacity of the pipeline provided that the shippers and prospective shippers requiring the expanded capacity entered into Standard Shipper Contracts, and provided expansion was technically or economically feasible and consistent with the safe and reliable provision of DBNGP services; and
 - (iv) do everything necessary to manage and operate the DBNGP according to policies and procedures which deal with all shippers on a fair and non-discriminatory basis.
- (e) The capacity of the DBNGP to provide full haul service – gas transportation service where the outlet point is downstream of Compressor Station 9 – is currently fully contracted to Alcoa of Australia Limited under a contract deriving from that company’s foundation contract, and to other shippers under Standard Shipper Contracts for the T1 service.
- (f) The DBNGP is a covered pipeline for the purposes of the *Gas Pipelines Access (Western Australia) Act 1998*, which incorporates the *National Third Party Access Code for Natural Gas Pipeline Systems (Code)*. As the operator of a covered pipeline, DBP is required to offer certain services – reference services – on terms and conditions which have

been approved by the Western Australian Economic Regulation Authority (ERA). These services, and the terms and conditions on which they are offered, are set out in the current Access Arrangement for the DBNGP approved by the ERA.

- (g) The reference services of the DBNGP Access Arrangement include a T1 reference service. That service has some of the attributes of, but is not the same as, the T1 service of the Standard Shipper Contract.
- (h) The T1 service of the Standard Shipper Contract is identified as a non reference service in the DBNGP Access Arrangement. DBP must therefore treat all requests for the T1 service of the Standard Shipper Contract in accordance with the queuing policy of the Access Arrangement. Otherwise, the arrangements of the Standard Shipper Contract are outside the scope of the Access Arrangement and the regulated access regime of the Code.
- (i) An important difference between the T1 reference service and the T1 service of the Standard Shipper Contract is the mechanism for the expansion of DBNGP capacity in the Standard Shipper Contract. There is no equivalent mechanism in the Access Arrangement and, if pipeline expansion is required to provide additional capacity for the T1 reference service, prospective shippers must rely on the less specific Access Arrangement Extensions/Expansions Policy.
- (j) DBP continues to offer full haul (T1), part haul (P1) and back haul (B1) services under the terms and conditions of the Standard Shipper Contract and, subject to its obligations under the undertaking given to the Australian Competition and Consumer Commission not to discriminate, is prepared to negotiate service provision to meet prospective shippers' individual needs. Throughout this Access Guide, references to T1 service should be read, subject to context, to also be references to P1 service or B1 service as may be relevant.
- (k) This Access Guide has been prepared to assist a prospective shipper gain access to any of the gas transportation services provided by DBP using the gas transportation capacity of the DBNGP. It explains:
 - (i) how to apply for access to a service by submitting an Access Request;
 - (ii) DBP's procedures and processes for assessment and acceptance of an Access Request;
 - (iii) capacity expansion options; and
 - (iv) accessing DBP's Customer Reporting System.
- (l) This Access Guide is part of the Information Package which DBP is required to establish and maintain in accordance with the requirements of the Code. The Information Package contains the following documents:
 - (i) the Access Guide;

- (ii) Customer Requirements Form;
 - (iii) Access Request Forms;
 - (iv) DBP's Standard Shipper Contract and associated terms and conditions;
 - (v) the current DBP Access Arrangement drafted and approved by the ERA, which came into effect on 30 December 2005;
 - (vi) the Access Arrangement Information; and
 - (vii) the public register of capacity which DBP must maintain for the DBNGP.
- (m) The Information Package can be found on DBP's website, at <http://www.dbp.net.au>.
- (n) The Access Guide is not a substitute for the DBNGP Access Arrangement (or for the Access Arrangement Information). Rather, it supplements the Access Arrangement. If there is any inconsistency between the documents, the DBNGP Access Arrangement prevails over the Access Guide. Prospective shippers should seek their own independent advice on the DBNGP Access Arrangement.
- (o) This Access Guide is current as at the date shown on the cover page. DBP reserves the right to change the Access Guide, without prior notice, at any time. Shippers with Access Requests that pre-date this Access Guide are not required to amend their Access Request Forms to comply with this Access Guide.
- (p) Any questions on this Access Guide, or on any of the documents in the Information Package, should be directed to the DBP's Manager Commercial Operations, on 08 9223 4300.

2. APPLYING FOR ACCESS

- 2.1. Access is by means of an Access Request
- (a) Access to a gas transportation service provided by DBP using the DBNGP is by means of an Access Request.
 - (b) The T1 service of the Standard Shipper Contract is a non reference service under the DBNGP Access Arrangement. A request for access to the T1 service of the Standard Shipper Contract is, therefore, by means of an Access Request in the form required by the DBNGP Access Arrangement. DBP must assess that Access Request in accordance with the assessment procedures set out in the Access Arrangement and, if spare capacity does not exist to satisfy the Access Request, it is subject to the queuing policy of the Access Arrangement.
- 2.2. Prior consultation
- (a) Most prospective shippers have unique specifications for at least some of the attributes of the gas transportation service they require.
 - (b) Prospective shippers are therefore encouraged to consult with DBP on the availability of capacity for the provision of services using the DBNGP, and on the facilities required for gaining access to the services they require. (The prospective shipper is not, however, placed in the queue for access to a service until it submits to DBP a valid Access Request in accordance with the requirements of this Access Guide.)
 - (c) Prior to consultation, a prospective shipper should send to DBP a completed Customer Requirements Form.
 - (d) The Customer Requirements Form is provided in Annexure 1 of this Access Guide.
- 2.3. Investigations and reports
- (a) To be able to advise a prospective shipper on whether its particular requirements for access to a service can be satisfied, DBP may have to carry out investigations, including investigations into conditions at specific locations along the DBNGP, and into the types and costs of facilities required for using a service at those locations. (For example, DBP may have to carry out investigations into pressures at those locations on the DBNGP at which a prospective shipper requires delivery of gas, and may have to carry out investigations into the types and costs of valves, meters and other equipment which must be installed to allow the shipper to take deliveries of gas at those locations.)
 - (b) Where extensive investigations and reports on those investigations are required, DBP may ask the prospective shipper to pay the costs of carrying out the investigations, and of preparing the reports. DBP will, as soon as practicable after initial consultation, advise the prospective shipper of any investigations and reports which may be required, and of the likely costs of those investigations and reports. DBP reserves the right to require payment in advance, by the prospective shipper, of DBP's estimate of the likely costs.

- (c) DBP is not obliged to proceed with investigations, or with the preparation of reports, unless the prospective shipper undertakes to pay the reasonable costs of those investigations, or of the preparation of those reports, as required by DBP.

2.4. Submission of an Access Request

- (a) An Access Request for a gas transportation service must be submitted using the Access Request Form for that service.
- (b) Access Request Forms are provided in Annexure 2 of this Access Guide. Included in Annexure 2 are:
 - (i) Dampier to Bunbury Natural Gas Pipeline Reference Service Access Request Form;
 - (ii) Dampier to Bunbury Natural Gas Pipeline Non Reference Service (Other than Spot Capacity Service) Access Request Form;
 - (iii) Dampier to Bunbury Natural Gas Pipeline Spot Capacity Service Request Form; and
 - (iv) Dampier to Bunbury Natural Gas Pipeline Shipper Contract (Full Haul) Clause 16 T1 Capacity Notice.
- (c) In addition, the prospective shipper should submit a completed Customer Requirements Form (Annexure 1 of this Access Guide) if that form has not already been submitted to DBP as part of prior consultation.
- (d) The 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:
 - (A) in the case of an Access Request for a T1 service under a Standard Shipper Contract, must be a date no earlier than the date 15 years after the commencement date; and
 - (B) in the case of an Access Request for a T1 reference service, must be a date no earlier than the date 2 years after the commencement date;
 - (iv) in the case of a reference service, and in the case of any capacity-related non reference service (including a T1 service under a Standard Shipper Contract):
 - (A) each inlet point and outlet point for the service; and

- (B) the amount of the requested service (in TJ/d) for each inlet point and outlet 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 by identifying any variations the prospective shipper proposes to the Access Contract Terms and Conditions;
 - (B) in the case of a non reference service which is a T1 service under a Standard Shipper Contract, stating that the prospective shipper accepts the Standard Shipper Contract;
 - (C) in the case of a non reference service (other than a T1 service under a Standard Shipper Contract, or a Spot Capacity Service), specifying the terms and conditions the prospective shipper proposes should apply to the service, or by requesting that DBP propose terms and conditions for provision of the service; or
 - (D) in the case of a Spot Capacity Service, stating that the prospective shipper accepts the Spot Transaction Terms and Conditions and agrees to comply with the Spot Market Rules; and
- (vi) any conditions that apply to the Access Request.
- (e) An Access Request must:
 - (i) contain or be accompanied by any other information or documents identified in the Information Package;
 - (ii) be in the form for the particular service requested as specified in Annexure 1 of this Access Guide;
 - (iii) be executed by or on behalf of the prospective shipper in accordance with sections 127(1), (2) or (3) of the *Corporations Act 2001* or in such other manner as DBP, acting reasonably, may approve; and
 - (iv) be submitted in duplicate to the address from time to time specified by DBP for this purpose on its nominated website or in this Access Guide. As at the date of this Access Guide, the specified address is:

Level 6
12-14 The Esplanade
Perth WA 6000
Attention: Manager Commercial Operations

- (f) An Access Request must be accompanied by the prescribed fee which, from the date of this Access Guide is \$5,000, plus the amount of GST payable in respect of the Prescribed Fee \$500. The prescribed fee plus applicable GST, is payable by cheque drawn in favour of DBP, or by any other means approved by DBP prior to submission of the Access Request.
- (g) An Access Request which complies with clauses 2.4(b) and 2.4(c) of this Access Guide, and which is accompanied by the prescribed fee (plus applicable GST) will be entered in the queue for access to the service as required by the DBNGP Access Arrangement. DBP will notify the prospective shipper, in writing, that its Access Request has been entered in the queue by returning to the prospective shipper a copy of the Access Request Form with an acknowledgement that the Access Request has been placed in the queue.
- (h) A prospective shipper may withdraw an Access Request at any time before DBP accepts the Access Request by giving notice in writing of the withdrawal to DBP. If an Access Request is withdrawn, any refund of the prescribed fee is entirely within the discretion of DBP.
- (i) A prospective shipper may amend an Access Request at any time prior to its acceptance by DBP by submitting a further Access Request which states expressly 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. DBP may require the payment of a further prescribed fee before an amended Access Request is deemed to have been validly submitted.

2.5. Additional information

The information which must be provided in the Access Request Form, and in any other document of the Information Package, is not necessarily all of the information DBP may need to assess an Access Request. DBP may:

- (i) request further information from the prospective shipper (including any evidence reasonably required by DBP that the Access Contract that would be formed by DBP'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,

if it reasonably considers that such information or investigations are necessary to assess the prospective shipper's Access Request.

2.6. Negotiation

If an Access Request requires the terms and conditions of the Access Contract to be negotiated between DBP 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 DBP, proceed to negotiate in good faith with DBP the terms and conditions on which the service is to be provided.

3. ASSESSMENT AND ACCEPTANCE OF ACCESS REQUEST

3.1. Assessment of an Access Request

- (a) DBP will assess and respond to an Access Request in accordance with section 5.4 of the Code based on the information provided with the Access Request.
- (b) DBP may accept an Access Request:
 - (i) where the Access Request is for a T1 service under a Standard Shipper Contract, by executing the two copies of the Access Request Form executed by the prospective shipper and returning one executed copy to the prospective shipper;
 - (ii) 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
 - (iii) where the Access Request is for a non reference service (other than a T1 service under a Standard Shipper Contract, or a Spot Capacity Service), or is for a reference service otherwise than on the Access Contract Terms and Conditions, and DBP 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 is returned to DBP (together with any evidence reasonably required by DBP 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.
- (c) DBP 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 2 of this Access Guide, and in this instance, the Access Request will not be entered in the queue;
 - (ii) the prospective shipper fails to comply with a reasonable request by DBP for further information, or fails to consent to a plan and allocation of costs for investigations and reports proposed by DBP, within 20 business days (or such longer period as DBP may agree in a particular case) after receipt of such a request or proposed plan and allocation of costs;
 - (iii) DBP 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/Expansions Policy of the Access Arrangement;
- (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 DBP and the prospective shipper, the prospective shipper fails to negotiate in good faith when required to do so under this Access Guide;
- (vii) the Access Request is for substantially the same service as another current Access Request submitted by the prospective shipper; or
- (viii) DBP considers, acting as a reasonable and prudent pipeline operator, that the Access Request is not a bona fide request for access.

3.2. Queuing

- (a) All Access Requests that meet the requirements of section 2 of this Access Guide are entered into a single queue for access to reference services and capacity-related non reference services (including T1 service under a Standard Shipper Contract).
- (b) A queuing system and policy applies to all Access Requests. The queuing policy is set out in clause 5 of the Access Arrangement.

3.3. Acceptance of an Access Request

DBP will only issue an acceptance of an Access Request that has been validly entered in the queue if it is satisfied that 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, the enhancement or expansion is consistent with:
 - (i) in the case of shippers exercising rights under clause 16 of a Standard Shipper Contract for T1 service – the requirements of clause 16 of the Standard Shipper Contract for a valid notice; and
 - (ii) in all other cases, the Extensions/Expansion Policy of the DBNGP Access Arrangement;
- (b) the prospective shipper is, to DBP'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 or other service, DBP and the prospective shipper have reached agreement concerning the terms and conditions for the non reference service or other service (as the case may be).

3.4. Acceptance

DBP 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 DBP and the prospective shipper effective from the date DBP gives the prospective shipper written notice of that acceptance; and
- (b) in the case of an Access Request for a non reference service or other service, a contract will be formed between DBP and the prospective shipper effective from the date DBP gives the prospective shipper notice that DBP accepts the Access Request (if the conditions for the non reference service or other 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 DBP and the prospective shipper.

3.5. Non acceptance of an Access Request

If DBP, acting as a reasonable and prudent service provider, is not satisfied that the prospective shipper is in a position to meet its obligations under the Access Contract, DBP may give notice to the prospective shipper and remove the relevant Access Request from the queue.

4. CAPACITY EXPANSION OPTIONS

- (a) DBP may, from time to time, offer capacity expansion options for the T1 reference service of the DBNGP Access Arrangement to assist prospective shippers with their gas transportation needs.
- (b) A capacity expansion option gives the prospective shipper holding the option the right to access a specified quantity of capacity on the terms and conditions set out in the option.
- (c) A capacity expansion option has a purchase price which is determined by DBP, and is able to be traded among prospective shippers.
- (d) A Capacity Expansion Option will specify matters such as:
 - (i) the quantity of capacity to be made available;
 - (ii) the date by which that capacity may be made available;
 - (iii) an expiry date by which the option must be exercised in order to enforce the right to access the capacity of the option;
 - (iv) a strike price, which may be set by reference to circumstances at the time the option is created, or by reference to the prevailing T1 reference tariff;
 - (v) the terms and conditions upon which the capacity is made available, which will ordinarily be the terms and conditions for T1 reference service under the DBNGP Access Arrangement;
 - (vi) the contract period, being the period for which the prospective shipper contracts for capacity as provided by the option.
- (e) A capacity expansion option terminates when it expires, or when it is exercised.

5. CUSTOMER REPORTING SYSTEM

- (a) After accepting an Access Request, DBP will allow the shipper to access its Customer Reporting System (CRS), or any similar system which replaces the CRS, when the shipper provides DBP with a completed CRS Request Form.
- (b) The CRS Request Form is provided as Annexure 3 to this Access Guide.
- (c) The CRS provides shippers, the pipeline operator, and DBP with information for the management of gas transportation operations on the DBNGP. A shipper can obtain, from the CRS, hourly and daily information pertaining to its own use of gas transportation services provided by DBP. The CRS is also a channel for communication between the shipper, DBP and the pipeline operator. Daily nominations and renominations may be made via the CRS, and some notices (including accumulated imbalance notices, resumption notices, system use gas notices, and system use gas renomination notices) may be transmitted via the CRS. The CRS is also the means for effecting transactions in Spot Capacity Service.
- (d) The CRS is separate from DBP's website.

6. TARIFFS

- 6.1. Under the T1 Service, Shippers pay a Base T1 Tariff. That tariff is made up of several components:
 - (a) The T1 Commodity Tariff
 - (b) The T1 Reservation Tariff
- 6.2. The Base T1 Tariff as outlined in all shipper contracts (even those that commence after 1 January 2003), is the tariff as at 1 January 2003 - \$1.053/GJ
- 6.3. The Base T1 Tariff is then adjusted by a combination of:
 - (a) Inflation based adjustments; and
 - (b) Adjustments to reflect the capital costs of expansions that were not factored into the original Base T1 tariff (called the Tariff Adjustment Factor).
- 6.4. The adjustments referred to in paragraph 6.3(b) are made following each expansion. The adjustments referred to in paragraph 6.3(a) are made on 1 January of each year.
- 6.5. As a result, the current T1 Tariff is \$1.552121/GJ (as at 1 January 2014).
- 6.6. The Aggregate of the Tariff Adjustment Factor will also be adjusted each year with effect from 08:00 hours on 1 January of each year during the Period of Supply in accordance with inflation.
- 6.7. More details can be found in clause 20 of the Standard Shipper Contract.
- 6.8. T1 Shippers also pay behavioural related charges, which are outlined in the Standard Shipper Contract (see clause 20).
- 6.9. Part Haul (P1) and Back Haul (B1) shippers pay a proportion of the Base T1 Tariff determined by the distance the gas is to be transported under the shipper's contract.

ANNEXURE 1

CUSTOMER REQUIREMENTS FORM



CUSTOMER REQUIREMENTS FORM

ITEM	DESCRIPTION	UNIT	COMMENT
Name of Customer			
Contact Name			
Process Application			
Expected Term of Contract/ Supply		Years	
Location			
Date Gas is Required by			
Annual Flow		PJ/annum	
Future Growth Flow		PJ/annum	
Average Flow		TJ/day	
Expected Minimum Flow		TJ/day	
Peak Daily Flow		TJ/day	
Peak Instantaneous Flow		scmh	
Future Peak Daily Flow		TJ/day	
Operational Days per Year		Day/year	
Seasonal or Shutdown Period		Months	
Anticipated Daily or Hourly Load Profile		Available?	
Gas Custody Transfer Point			
Distance of Feedline to Gas Delivery Point		m	
Transit time for Closing of Customer's Slam-shut Valve		Seconds	
Customer Providing Regulation and Relief?		Yes/No	
Pressure at Receipt Point		kPag	
Temperature at Delivery Point		°c	
Normal Station Gas Outlet Pressure		kPag	
Maximum Station Gas Outlet Pressure		kPag	
Minimum Station Gas Outlet Pressure		kPag	
Minimum Station Outlet Gas Temperature		°c	
Maximum Station Outlet Gas Temperature		°c	
Feed Line to Gas Delivery Point Required?		Yes/No	
Provide for Odorant Injection?		Yes/No	
Provide for Redundant Metering?		Yes/No	
Provide for Redundant Regulation?		Yes/No	
Customer Use of Joule-Thompson Cooling		Yes/No	



CUSTOMER REQUIREMENTS FORM

ITEM	DESCRIPTION	UNIT	COMMENT
Provide Customer with Uncorrected Flow?		Yes/No	
Provide Customer with Corrected Flow?		Yes/No	
Provide Customer Pressure, Temperature?		Yes/No	
Special Signals Required by Customer		List	
Customer Control Room Available?		Yes/No	
Customer Power Available?		Yes/No	
Customer UPS Power Available (24V)?		Yes/No	
Site Plan Available?		Yes/No	
Pipeline or Station Access Restrictions?		Yes/No	
Land – Area or Ownership Restrictions?		Yes/No	
DBP USE ONLY			
Proposed Gas Start Point			
Proposed Meter Station Site			
Proposed Pipeline Length			
Hot Tap Required		Yes/No	
SCADA Required		Yes/No	
SCADA Communication Method		Lease/Dial/ Radio	
SCADA Minimum or Normal		Min/Norm	
Tax Except		Yes/No	
Special Conditions, Comments etc			
Include Insurance Requirements			
Author:	Date:		
APPROVED: Name:	Signature:		

ANNEXURE 2

ACCESS REQUEST FORMS

DBNGP (WA) Transmission Pty Limited
ABN: 69 081 609 190
TAX INVOICE

PRESCRIBED FEE: \$5,500.00 including GST of \$500

DAMPIER TO BUNBURY NATURAL GAS PIPELINE REFERENCE SERVICE ACCESS REQUEST FORM

This is an Access Request Form for a Reference Service. In accordance with the Access Arrangement, the terms and conditions for the Reference Service are subject to negotiation between Operator and Prospective Shipper.

1. PROSPECTIVE SHIPPER DETAILS

Name	
ABN	
Address	
Telephone Number	
Facsimile Number	
Email	
Nominated Representative	

2. OPERATOR DETAILS

Name	DBNGP (WA) Transmission Pty Limited
ABN	69 081 609 190
Address	Level 6, 12-14 The Esplanade Perth WA 6000
Telephone Number	(08) 9223 4300
Facsimile Number	(08) 9223 4301
Email	DBP. notices@dbp.net.au
Nominated Representative	Manager Commercial Operations

3. SYSTEM OPERATOR DETAILS

Name	DBNGP (WA) Transmission Pty Limited
ABN	69 081 609 190
Address	Level 6, 12-14 The Esplanade Perth WA 6000
Telephone Number	1300 768 911
Facsimile Number	1300 768 944
Email	gascontrol@tscc.net.au
Nominated Representative	Manager, Transportation Services

4. SERVICE DETAILS

Requested Reference Service
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Requested Reference Service Start Date
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Requested Reference Service End Date
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5. INLET AND OUTLET POINTS (IF APPLICABLE)

The following are to be the Inlet Points, Outlet Points and Contracted Capacity for Service as at the Capacity Start Date.

Item 1: Inlet Points: Description and Contracted Capacities

	Location	Designation	Contracted Capacity (TJ/d)	
			Summer	Winter
1.				
2.				
3.				
TOTAL:				

Item 2: Outlet Points: Description and Contracted Capacities

	Location	Designation	Contracted Capacity (TJ/d)	
			Summer	Winter
1.				
2.				
3.				
TOTAL:				

6. GAS TEMPERATURE AND PRESSURE

The following are to be the minimum and maximum temperature and pressure at the Inlet Points and Outlet Points as at the Capacity Start Date.

Item 1: Inlet Points: Minimum and Maximum Temperature and Pressure

	Location	Pressure		Temperature	
		Min (kPag)	Max (kPag)	Min (°C)	Max (°C)
1.					
2.					
3.					

Item 2: Outlet Points: Minimum and Maximum Temperature and Pressure

	Location	Pressure		Temperature	
		Min (kPag)	Max (kPag)	Min (°C)	Max (°C)
1.					
2.					
3.					

7. CREDITWORTHINESS

Prospective Shipper represents and warrants that copies of its latest set of audited accounts and (if applicable) its Constitution are attached.

8. TERMS AND CONDITIONS

As set out in the Access Arrangement.

9. ACKNOWLEDGMENT

By executing and submitting this Access Request Form, Prospective Shipper acknowledges having read and understood the latest version of the Access Arrangement, including the Queuing Policy under the Access Arrangement, and the proposed terms and conditions for the Reference Service.

10. AGREEMENT

If Operator accepts this Access Request by executing and returning a copy of it to the Prospective Shipper in accordance with the Access Arrangement, Prospective Shipper is bound by this Access Request Form, the terms and conditions, which together shall be known as the Access Contract.

11. DUPLICATE

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

12. PRESCRIBED FEE

This Access Request Form is accompanied by the Prescribed Fee (as specified in the Access Arrangement) (plus the amount of GST payable in respect of the Prescribed Fee). This Access Request Form is to be treated by Prospective Shipper as a tax invoice in connection with the Prescribed Fee.

Entered in the queue by DBP on atam/pm.

Executed by Prospective Shipper:

Executed by
**[insert Prospective Shippers Details and
ABN]** in accordance with section 127 of the
Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by Operator:

Executed by
**DBNGP (WA) Transmission Pty Limited
(ABN 69 081 609 190)** in accordance with
section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by Pipeline Trustee:

Executed by
DBNGP (WA) Nominees Pty Limited (ABN 78 081 609 289) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by DBNGP Trustee:

Executed by
DBNGP Holdings Pty Limited (ABN 78 110 721 081) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of execution:

DBNGP (WA) Transmission Pty Limited
ABN: 69 081 609 190
TAX INVOICE

PRESCRIBED FEE: \$5,500.00 including GST of \$500

**DAMPIER TO BUNBURY NATURAL GAS PIPELINE
NON-REFERENCE SERVICE (OTHER THAN SPOT CAPACITY SERVICE)
ACCESS REQUEST FORM**

This is an Access Request Form for a Non-Reference Service (other than a Spot Capacity Service) including the T1 service of the Standard Shipper Contract, but excluding a T1 Capacity Notice Service issued under an existing T1 Standard Shipper Contract. In accordance with the Access Arrangement, the terms and conditions for the Non-Reference Service are subject to negotiation between Operator and Prospective Shipper.

1. PROSPECTIVE SHIPPER DETAILS

Name	
ABN	
Address	
Telephone Number	
Facsimile Number	
Email	
Nominated Representative	

2. OPERATOR DETAILS

Name	DBNGP (WA) Transmission Pty Limited
ABN	69 081 609 190
Address	Level 6, 12-14 The Esplanade Perth WA 6000
Telephone Number	(08) 9223 4300
Facsimile Number	(08) 9223 4301
Email	DBP.notices@dbp.net.au
Nominated Representative	Manager Commercial Operations

3. SYSTEM OPERATOR DETAILS

Name	DBNGP (WA) Transmission Pty Limited
ABN	69 081 609 190
Address	Level 6, 12-14 The Esplanade Perth WA 6000
Telephone Number	1300 768 911
Facsimile Number	1300 768 944
Email	gascontrol@tsc.net.au
Nominated Representative	Manager, Transportation Services

4. SERVICE DETAILS

Requested Non-Reference Service
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Requested Non-Reference Service Start Date
---	----------------

Requested Non-Reference Service End Date
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5. INLET AND OUTLET POINTS (IF APPLICABLE)

The following are to be the Inlet Points, Outlet Points and Contracted Capacity for Service as at the Capacity Start Date.

Item 1: Inlet Points: Description and Contracted Capacities

	Location	Designation	Contracted Capacity (TJ/d)	
			Summer	Winter
1.				
2.				
3.				
TOTAL:				

Item 2: Outlet Points: Description and Contracted Capacities

	Location	Designation	Contracted Capacity (TJ/d)	
			Summer	Winter
1.				
2.				
3.				
TOTAL:				

6. GAS TEMPERATURE AND PRESSURE

The following are to be the minimum and maximum temperature and pressure at the Inlet Points and Outlet Points as at the Capacity Start Date.

Item 1: Inlet Points: Minimum and Maximum Temperature and Pressure

	Location	Pressure		Temperature	
		Min (kPag)	Max (kPag)	Min (°C)	Max (°C)
1.					
2.					
3.					

Item 2: Outlet Points: Minimum and Maximum Temperature and Pressure

	Location	Pressure		Temperature	
		Min (kPag)	Max (kPag)	Min (°C)	Max (°C)
1.					
2.					
3.					

7. CREDITWORTHINESS

Prospective Shipper represents and warrants that copies of its latest set of audited accounts and (if applicable) its Constitution are attached.

8. TERMS AND CONDITIONS

Note: Prospective Shipper may propose terms and conditions for a Non-Reference Service or request Operator to do so. For Shippers seeking access to a T1, B1 or P1 Standard Shipper Contract Service, terms and conditions are available for download at www.dbp.net.au. Shippers requesting variations to these standard terms and conditions, including any conditions precedent, should outline them here.

9. ACKNOWLEDGMENT

By executing and submitting this Access Request Form, Prospective Shipper acknowledges having read and understood the latest version of the Access Arrangement, including the Queuing Policy under the Access Arrangement, and the proposed terms and conditions for the Non-Reference Service.

10. AGREEMENT

If Operator accepts this Access Request by executing and returning a copy of it to the Prospective Shipper in accordance with the Access Arrangement, Prospective Shipper is bound by this Access Request Form, the terms and conditions, which together shall be known as the Access Contract.

11. DUPLICATE

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

12. PRESCRIBED FEE

This Access Request Form is accompanied by the Prescribed Fee of \$5,500.00 (including the amount of \$500.00 GST payable in respect of the Prescribed Fee). This Access Request Form is to be treated by Prospective Shipper as a tax invoice in connection with the Prescribed Fee.

Entered in the queue by Operator on atam/pm.

Executed by Prospective Shipper:

Executed by
[insert Prospective Shippers Details and ABN] in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by Operator:

Executed by
DBNGP (WA) Transmission Pty Limited (ABN 69 081 609 190) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by Pipeline Trustee:

Executed by
DBNGP (WA) Nominees Pty Limited (ABN 78 081 609 289) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by DBNGP Trustee:

Executed by
DBNGP Holdings Pty Limited (ABN 78 110 721 081) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of execution:

DBNGP (WA) Transmission Pty Limited
ABN: 69 081 609 190
TAX INVOICE

PRESCRIBED FEE: \$5,500.00 including GST of \$500

DAMPIER TO BUNBURY NATURAL GAS PIPELINE SPOT CAPACITY SERVICE REQUEST FORM

This is an Access Request Form for a Spot Capacity Service which, if executed and returned by Operator in accordance with the Access Arrangement, will, together with the Spot Transaction Terms and Conditions and the Access Arrangement, form a binding contract between Operator and Prospective Shipper.

Capitalised terms used in this Access Request Form have the same meaning as terms defined in the Spot Transaction Terms and Conditions, unless the context requires otherwise. If this Access Request Form is executed and returned by Operator such that it forms part of the Access Contract, references to "Prospective Shipper" are to be read as references to "Shipper" for the purposes of the Access Contract.

By way of background:

1. Operator is operator of the DBNGP.
2. Prospective Shipper requires gas to be transported along the DBNGP.
3. If this Access Request Form is executed and returned by Operator, Operator will provide Prospective Shipper with gas transportation services along the DBNGP on the terms and conditions set out in the Access Contract.

1. PROSPECTIVE SHIPPER DETAILS

Name	
ABN	
Address	
Telephone Number	
Facsimile Number	
Email	
Nominated Representative	

2. OPERATOR DETAILS

Name	DBNGP (WA) Transmission Pty Limited
ABN	69 081 609 190
Address	Level 6, 12-14 The Esplanade Perth WA 6000
Telephone Number	(08) 9223 4300
Facsimile Number	(08) 9223 4301
Email	DBP.notices@dbp.net.au
Nominated Representative	General Manager Commercial

3. SYSTEM OPERATOR DETAILS

Name	DBNGP (WA) Transmission Pty Limited
ABN	69 081 609 190
Address	Level 6, 12-14 The Esplanade Perth WA 6000
Telephone Number	1300 768 911
Facsimile Number	1300 768 944
Email	gascontrol@tsc.net.au
Nominated Representative	Manager, Transportation Services

4. CREDITWORTHINESS

Prospective Shipper represents and warrants that certified copies of its latest set of audited accounts and (if applicable) its Constitution are attached.

5. ACKNOWLEDGMENT

By executing and submitting this Access Request Form, Prospective Shipper acknowledges having read and understood the latest version of the Access Arrangement (including the Queuing Policy under the Access Arrangement), accepts the Access Contract Terms and Conditions and agrees to comply with the Spot Market Rules.

6. AGREEMENT

If Operator accepts this Access Request for a Spot Capacity Service by executing and returning a copy of the this Access Request Form to Prospective Shipper in accordance with the Access Arrangement, Prospective Shipper is bound by the Access Arrangement, the Spot Transaction Terms and Conditions and this Access Request Form (in that order of priority) which together shall be known as the Access Contract.

7. DUPLICATE

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

8. PRESCRIBED FEE

This Access Request Form is accompanied by the Prescribed Fee (as specified in the Access Arrangement) (plus the amount of GST payable in respect of the Prescribed Fee). This Access Request Form is to be treated by Prospective Shipper as a tax invoice in connection with the Prescribed Fee.

Executed as an Agreement:

Executed by Prospective Shipper:

Executed by
**[insert Prospective Shippers Details and
ABN]** in accordance with section 127 of the
Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by DBP:

Executed by
**DBNGP (WA) Transmission Pty Limited
(ABN 69 081 609 190)** in accordance with
section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by Pipeline Trustee:

Executed by
DBNGP (WA) Nominees Pty Limited (ABN 78 081 609 289) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of Execution:

Executed by DBNGP Trustee:

Executed by
DBNGP Holdings Pty Limited (ABN 78 110 721 081) in accordance with section 127 of the Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)

Date of execution:

**DAMPIER TO BUNBURY NATURAL GAS PIPELINE
SHIPPER CONTRACT (FULL HAUL)
CLAUSE 16
T1 CAPACITY NOTICE**

This is a T1 Capacity Notice under clause 16.3(a) of the Dampier to Bunbury Natural Gas Pipeline Shipper Contract (Full Haul) ("T1 SSC").

1. EXISTING INLET POINTS AND OUTLET POINTS FOR NEW OR INCREASED CAPACITY

Clause 16.3(a)(i)

Points	Name	Designation
Inlet Points		
Outlet Points		

2. NEW INLET POINTS AND OUTLET POINTS FOR NEW OR INCREASED CAPACITY

Clause 16.3(a)(ii)

Points	Name	Designation
Inlet Points		
Outlet Points		

3. REQUESTED T1 CAPACITY START DATE

Clause 16.3(a)(iii)

Requested T1 Capacity Start Date	
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4. REQUESTED T1 CAPACITY END DATE

Clause 16.3(a)(iv)

Requested T1 Capacity End Date	
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Requested Supply Period:

5. REQUESTED T1 CAPACITY

Clause 16.3(a)(v)

Points	Name	Designation	Requested T1 Service (TJ/d)
Inlet Points			
Outlet Points			

6. AUDITED FINANCIAL ACCOUNTS

Clause 16.3(a)(vi)

A certified copy of the most recent audited financial accounts of the Shipper is attached to this T1 Capacity Notice.

Executed by Shipper:

Executed by
[insert Shippers Details and ABN] in
accordance with section 127 of the
Corporations Act 2001:

.....
Signature – Director

.....
Signed – Director/Secretary

.....
Title

.....
Title

.....
Name (block letters)

.....
Name (block letters)

Date of Execution:

SHIPPER CONTACT DETAILS

Nominated Representative	
Telephone Number	
Facsimile Number	
E-mail	

ANNEXURE 3
CRS REQUEST FORM

CRS REQUEST FORM

NAME OF PARTY:

ABN:

1. STATUS OF PARTY

Is the Party a current user of services (gas transportation or otherwise) provided by DBP?

Yes/No

2. NATURE OF SERVICE

If the answer to the question at item 1 is **Yes**, what is the service currently provided to the Party by DBP?

3. REASON FOR APPLICATION

If the answer to the question at item 2 is **No**, briefly outline the reason for seeking access to the CRS.

4. AGREEMENT

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

5. PARTY'S OBLIGATIONS

- (a) The Party must:
 - (i) confine its use of the CRS 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 Party; or
 - (B) relevant to other users of the CRS;

- (iii) not, and not attempt to:
 - (A) corrupt; or
 - (B) interfere with,
the operation of the CRS; and
 - (iv) implement appropriate security procedures in relation to:
 - (A) its CRS user ID and password (which will be provided to it by DBP if the Party's CRS Request is successful); and
 - (B) its access to the CRS,
to prevent unauthorized access to its information or to the CRS; and
 - (v) pay any fee stipulated by Operator for access to the CRS.
- (b) The Party acknowledges and agrees that:
- (i) DBP would incur significant costs, expenses and inconvenience if the Party were to breach any of its obligations in item 5(a); and
 - (ii) accordingly, the Party will indemnify DBP from and against all losses (including direct, indirect and consequential losses), costs, damages, expenses and penalties that may be suffered or incurred by DBP as a result of, or in connection with, any breach of any of those obligations.

6. INDEMNITY

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

7. TERM

Subject to item 8, if the Applicant is notified that its CRS Request is successful, then the Party may have access to the CRS:

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

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

8. INTENTIONALLY DELETED

9. TERMINATION

If the Party's CRS Request is approved, DBP may revoke the Party's approval to use the CRS at any time if the Party 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) Operator will accept or reject an CRS Request within 30 Days of receipt of such request from the Party, by notifying the Party in writing.
- (b) Operator may reject an CRS Request in its sole discretion if it believes on reasonable grounds that the CRS Request submitted by the Party is not bona fide or is materially false or inaccurate.

11. FURTHER INFORMATION

Operator may require the Party to furnish such further information as is reasonable to enable Operator to assess the Party's CRS Request.

Executed for and on behalf of
[insert Party's details and ABN] in
accordance with section 127 of the
Corporations Act 2001:

..... Signature – Director	..... Signed – Director/Secretary
..... Title	..... Title
..... Name (block letters)	..... Name (block letters)