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BALLERA TO WALLUMBILLA NATURAL GAS PIPELINE (South West Queensland Pipeline)

PROPOSED REVISED ACCESS ARRANGEMENT UNDER THE NATIONAL ACCESS CODE

SUBMISSION VERSION 9 JULY 2004

Epic Energy Queensland Pty Ltd ABN 67 066 656 219 Level 7, 239 Adelaide Terrace Perth WA 6000 CONTACT: Anthony Cribb TELEPHONE: 9492 3803

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Drafted and approved by the¶ Australian Competition and Consumer Commission¶ under section 2.20(a) of the ¶ National Third Party Access Code for Natural Gas Pipeline Systems¶

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<u>1.</u>			
1.1	This proposed revised Access Arrangement ("Access Arrangement") for the Ballera to		Deleted:
	Wallumbilla Pipeline System (also known as the South-west Queensland Pipeline ("SWQP")) is being submitted by Epic Energy Queensland Pty Ltd ("Epic Energy") pursuant to section 2.28 of the National Third Party Access Code for Natural Gas Pipeline Systems		Deleted: was prepared by the Australian Competition and Consumer Commission
	("the Code").	1	Deleted: 2.20(a)
<u>1.2</u>	It contains proposed revisions to the access arrangement drafted and approved on 4 June <u>2002</u> by the Regulator ("Original Access Arrangement").		Formatted: Bullets and
<u>1.3</u>	This <u>Access Arrangement</u> sets out the policies and basic terms and conditions applying to third party access to services provided by Epic Energy in relation to the SWQP.		Formatted: Bullets and
	and party access to cervices provided by Epic Energy in relation to the overal.		Deleted: access
<u>1.4</u>	_The terms and conditions upon which Epic Energy will grant parties access to Full Forward		Deleted: arrangement
	Haul Service in the SWQP are those terms and conditions contained in the Gas Transportation Agreement Terms and Conditions.	1	Formatted: Bullets and
<u>1.5</u>	The Gas Transportation Agreement Terms and Conditions are made up of the Access Principles (Annexure A) read with the Additional Terms and Conditions (Annexure B) and the Definitions (Annexure C).		Formatted: Bullets and
1.6	The Definitions at Annexure C contain the definitions of all terms defined in this Access Arrangement and the Additional Terms and Conditions.		
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2.	BAC	KGROUND	-	
<u>2.1</u>		I of the Natural Gas Pipelines Access Agreement provides the basis of this Access	1	Deleted: Tenneco Gas Australia
		ement. In so far as Annex I relates to the SWQP, it requires the Access ement to:		(now Epic Energy Queensland Pty Ltd) and Tenneco Energy Australia
	Anany			(now Epic Energy Australia Pty Ltd) entered into a competitive tender
	<u>(a)</u>	be in accordance with the Code and, for this purpose, the tariff and tariff-related	•	process for the construction of the
		sections of the existing access principles for the SWQP are to be rewritten as		SWQP in 1994. Their tender offer
		reference tariffs (and reference tariff policy) for reference services to conform, as		was successful.¶ ¶
		closely as possible, to the Code, while preserving the existing tariff principles embodied in the original access arrangements;	- H	2.2 The SWQP was constructed
		embodied in the original access analyements,	- ii	between Ballera and Wallumbilla in South-West Queensland in 1996 by
	(b)	be submitted to the Regulator, as required by the Code, under the following	- ji	Epic Energy Queensland Pty Ltd
	· · ·	conditions:	- H	(ÅBN 67 066 656 219).¶ ¶
			- P	#>From 1996 to 19 May 2000 the
		(i) reference tariffs (and reference tariff policy) will be those taken from the		SWQP operated under third party access rules as set out in the
		existing access principles and will be included in the deeming provisions of the Queensland access legislation; they will not be subject to public	11 11	Petroleum Act 1923 (Qld). The
		and Regulator scrutiny until the nominated review date in the access		Petroleum Act continues to govern the SWQP until the date the Access
		arrangement; and	ų,	Arrangement is approved by the
			i di	Regulator. The Petroleum Act sets out an access regime including
		(ii) non-tariff related matters will be submitted to the Regulator for		reference tariffs to apply to facilitate
		consideration in the normal manner.		competition and access to gas pipelines. The regime was flexible
2.2	The C	as Dipolings Assess (Queeppland) Act 1009 implemented the Cas Dipolings Assess		in nature and allowed Shippers and
<u> </u>		as Pipelines Access (Queensland) Act 1998 implemented the Gas Pipelines Access Queensland. Consistent with Annex I, section 58 of the 1998 Act required that:	pipeline owners to negotiate terms and conditions of service.	
	<u></u>			¶
	<u>(a)</u>	the Queensland Minister for Mines and Energy approve, by gazettal notice, a tariff	• 1	<#>The Law came into force on 19 May 2000. Section 58 of the Law
		arrangement for the SWQP within 30 days of the Gas Pipelines Access Law		allowed the Queensland Minister for
		coming into effect;		Mines and Energy to approve, by gazettal notice, the Access
	(b)	the approved tariff arrangement be taken to be approved under the Gas Pipelines		Principles containing the Reference
	<u>(D)</u>	Access Law as the reference tariff and reference tariff policy for the access		Tariff and Reference Tariff Policy
		arrangement to be submitted under the law for the SWQP until the revisions		within 30 days of the Law coming into effect.
		commencement date for the access arrangement established in accordance with		
		the Code; and	1	<#>The Minister made the derogations from the Code
		the revisions submission data and the revisions commonsement data act suit is the	1	pursuant to Section 58 of the Law
	<u>(C)</u>	the revisions submission date and the revisions commencement date set out in the reference tariff policy be taken to be the revisions submission date and the	. 1	for the SWQP on 9 June 200 [1]
		revisions commencement date for the access arrangement established in	١	Formatted: Bullets and
		accordance with the Code.		Formatted: Bullets and
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2.3		une 2000, the Queensland Minister for Mines and Energy approved a tariff ement for the SWQP, and the approval was gazetted on 16 June 2000. The	*	Formatted: Bullets and
		red tariff arrangement was taken to be the reference tariff and reference tariff policy of		
		cess Arrangement. The reference tariff and reference tariff policy were set out in the		Formatted: Bullets and
		s Principles attached to the Access Arrangement as Annexure A.	1	
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2.4		evisions Submission Date in the Original Access Arrangement – consistent with	2009_V160504.doc	
		I – required revisions relating to AFT Services to be submitted by 11 June 2004, and er revisions to the Original Access Arrangement to be submitted by 30 June 2016.	i.	Deleted: SWQP Revised Access
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2.5	This Access Arrangement contains revisions relating to AFT Services.	*	Formatted: Bullets and
2.6	The Gas Pipelines Access Law is the governing regime for the SWQP (in respect of the		

.6 The Gas Pipelines Access Law is the governing regime for the SWQP (in respect of the matters contained in the Law), but does not affect Gas Transportation Agreements entered into before 4 June 2002 (being the date on which the Regulator approved the Original Access Arrangement).

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3. THE SWQP (DESCRIPTION OF PIPELINE SYSTEM)

- 3.1 The SWQP is as described in the <u>Pipeline Licence PL24</u> (as it was at the time of lodgement of <u>the Original Access Arrangement</u>), contained within the Petroleum Act 1923 (Qld), together with any extensions or modifications to the SWQP which are included pursuant to Paragraph 12.
- 3.2 A detailed description of the SWQP is contained in the Access Arrangement Information.

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4.	COM	MENCEMENT		
	The Acc	ess Arrangement commences on <u>, the later of:</u>		Deleted: 18 June 2002
	(a)	the date the approval under section 2.42 of the Code becomes effective (under scetion 2.48); and		
	(b)	11 December 2004.		
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5.	APP	LICATIONS FOR ACCESS	
<u>5.1</u>	The /	Application Form	Formatted: Bullets and
	(a)	Prospective Shippers must apply for access in the form specified by Epic Energy	
I	(u)	from time to time in the <u>Access Guide</u> (as amended) (<u>"Access Guide</u> ") the current version of which forms part of the Information Package required by Section 5.1 of	Deleted: Gas Transportation Guide
		the Code	Deleted: Gas Transportation
1	(b)	The procedures applying to applications are detailed in the Access Guide.	Deleted:
	(c)	An Access Request must be accompanied by the Prescribed Fee.	Deleted: Gas Transportation Guide
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<u>5.2</u>	Crite	ria for Assessment of Applications	Formatted: Bullets and
	(a)	Epic Energy will assess an Access Request as a reasonable and prudent pipeline	- Deleted: a Gas Transportation
		operator based on the information provided to Epic Energy with the <u>Access</u>	Deleted: Gas Transportation
 	(b)	Request in the form specified in the <u>Access Guide</u> .	Deleted: Gas Transportation Guide
1 	(D)	such further detail and information from a Prospective Shipper as Epic Energy reasonably considers necessary to assess the Prospective Shipper's Access	Deleted: Gas Transportation Guide
I		Request.	Deleted: Gas Transportation
1	<i></i>	·	
	<u>(C)</u>	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	Deleted: (c)
		Prospective Shipper's Access Request is (subject to any extension of time granted	Formatted: Bullets and
		by Epic Energy) rejected. A new Access Request by that Prospective Shipper will	Deleted: Gas Transportation
		rank behind all other current <u>Access</u> Requests.	Deleted: Gas Transportation
	(d)	Nothing requires Epic Energy to accept an Access Request if it does not meet the	Deleted: Gas Transportation
	<u>(u)</u>	requirements of paragraphs 5.1 and 5.2 (a) to (c).	Formatted: Bullets and
	(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,	Deleted: a Gas Transportation
I		then a Gas Transportation Agreement between Epic Energy and the Prospective	Deleted: Gas Transportation
		Shipper is formed which is binding on both parties.	Deleted: Gas Transportation Guide
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<u>5.3</u>	_Queui	ng Policy	
	<u>(a)</u>	Access Requests are to have priority determined by the order in which they are	Deleted: (a) - Gas Transportation
		received by Epic Energy. However, Epic Energy may deal with <u>Access</u> Requests out of order provided that the <u>Access</u> Requests which were first in time are not	Formatted: Bullets and
		ultimately disadvantaged.	Deleted: Gas Transportation
			Deleted: Gas Transportation
	<u>(b)</u>	If an Access Request is rejected, that Access Request's priority is lost.	Formatted: Bullets and
	(c)	An Access Request may be rejected at any stage prior to its acceptance by Epic	Deleted: (b) _
	<u> </u>	Energy.	Deleted: a Gas Transportation
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 (a) Epic Energy, <u>offers</u> the following <u>Services on the SWQP:</u> (i) Reference <u>Service - the Forward Haul Service (Class FH1), in accordance with the Tariff Arrangement approved by the Minister pursuant to section 58 of the Cass Pipelines Access (Queensland) Act 1998.</u> (ii) Non Reference <u>Services - Epic Energy will, subject to operational approved by the Minister pursuant to section 58 of the Cass Pipelines Access (Queensland) Act 1998.</u> (iii) Non Reference <u>Services - Epic Energy will, subject to operational approved by the Minister pursuant to section 58 of the Cass Pipelines Access (Queensland) Act 1998.</u> (iii) Non Reference <u>Services - Epic Energy will, subject to operational approved by the Minister pursuant to section 58 of the Cass Pipelines Access (Queensland) Act 1998.</u> (iii) Non Reference <u>Services - Epic Energy will, subject to operational approved by the Minister pursuant to section 58 of the Cass Pipelines Access (Queensland) Act 1998.</u> (iii) Non Reference <u>Services - Epic Energy will, subject to operational approved by the Minister pursuant to section 50 the negotiated, any of the following <u>Services</u>:</u> (A) Back Haul Service (Class BH1) (B) Interruptible Transportation Service (Class IT1) (C) Forward Part Haul Service (Zonal) (Class EZ1) (b) These Services are described in detail in section 3 of Annexure A₁ of this <u>Access</u> Indiges 10 (Detect: access Dipper with any other (Non Reference) Service (for example Park and Loan Service). 6.2 Full Forward Haul Service (does approved to purse approved Haul Service access Pinoipees' Deleted: access Pinoipees' Deleted: access Pinoipees' Deleted: access Pinoipees' Acc	6.	SER\	VICES POLICY		
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(i) Reference Service - the Forward Haul Service (Dass FHT).in of (ii) Non Reference Services - Epic Energy will, subject to operational availability and commercial feasibility (as determined by Epic Energy) in its absolute discretion, make available to a Prospective Shipper, as a Non Reference Services, on terms and conditions to be negotiated, any of the following Services. Deleted: 1 (ii) Non Reference Service, on terms and conditions to be negotiated, any of the following Services. Formatted: Bullets and (iii) Back Haul Service (Class BH1)		(a)	Epic Energy offers the following Services on the SWQP:	(Deleted: 's
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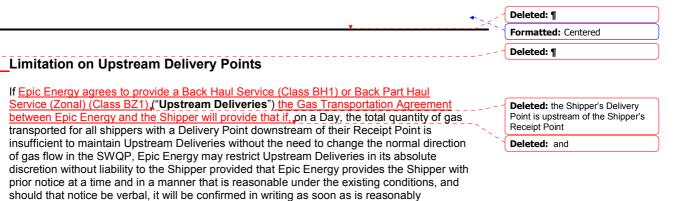


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6.3

SWQP PROPOSED REVISED ACCESS ARRANGEMENT

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7. REFERENCE TARIFF POLICY	

The Access Principles set out the Reference Tariff Policy.

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SWQP PROPOSED REVISED ACCESS ARRANGEMENT

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REFERENCE TARIFF STRUCTURE AND CHARGES

The Access Principles set out the reference tariff structure and charges.

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9.	SHARED REVENUE		

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The Access Principles make provision for Shared Revenue.

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10.	TERMS AND CONDITIONS	
10.1	The terms and conditions upon which Epic Energy will grant parties access to the SWQP <u>for</u> <u>the Reference Service</u> are those terms and conditions contained in the Gas Transportation Agreement Terms and Conditions.	
10.2	For the avoidance of doubt, nothing in this Access Arrangement obliges Epic Energy to	Formatted: Bullets and
	grant parties access to the SWQP for Non Reference Services in accordance with the Gas Transportation Agreement Terms and Conditions.	
<u>10.3</u>	The Gas Transportation Agreement Terms and Conditions are set out in the Access Principles at Annexure A read with the Additional Terms and Conditions in Annexure B and the Definitions in Annexure C.	Deleted: 10.2
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11. TRADING POLICY

11.1 Transfer

Epic Energy will permit:

- (a) a Bare Transfer of a Gas Transportation Agreement in accordance with Section 3.10(a) of the Code; and
- (b) an assignment of a Gas Transportation Agreement in accordance with clause 22 of the Additional Terms and Conditions.

11.2 Conditional Transfer

Epic Energy will permit the Shipper to transfer or assign its Contracted Capacity under a Gas Transportation Agreement in accordance with Section 3.10(b) of the Code.

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12.	EXTENSIONS/EXPANSIONS POLICY	
12.1	Epic Energy will <u>extend</u> , or expand the Capacity of, the SWQP to meet the gas transportation needs of Prospective Shippers where Epic Energy believes the tests in Sections 6.22(b) and (c) of the Code have been met. However, nothing in this Access Arrangement compels Epic Energy to:	Deleted: enhance
	 (i) fund all or part of the expansion of or extension to the SWQP; (ii) extend the geographical range of the SWQP; or (iii) make a Prospective Shipper become the owner of the SWQP or a part of the SWQP, or any extension to or expansion of it. 	
12.2	If Epic Energy proposes to extend or <u>expand</u> the SWQP the extension or expansion is <u>not</u> to become part of the Covered Pipeline unless Epic Energy elects otherwise <u>by providing</u> <u>notice in writing to the Regulator</u> .	Deleted: enhance
<u>12.3</u>	If an expansion of the SWQP becomes part of the Covered Pipeline, the expansion will not	Deleted: 12.3
	affect the Reference Tariff	Formatted: Bullets and
	(a) jn the case of an expansion of the Capacity of the SWQP by installation of	Deleted: extension or
	compression facilities before 30 December 2016, before the Nominal Capacity of	Deleted: extension or
	the SWQP is exceeded; or	Deleted: before
	(b) otherwise, before 30 December 2016.	Deleted: the next Revisions Commencement Date
12.4	If an extension of the SWQP becomes part of the Covered Pipeline, the extension will not	Formatted: Bullets and
	affect the Reference Tariff without Epic Energy first lodging revisions to the Access	Formatted: Bullets and
	Arrangement.	
<u>12.5</u>	Subject to clauses 12.3 and 12.4 of this Access Arrangement, Epic Energy may from time to time seek Surcharges or Capital Contributions from Prospective Shippers in respect of New Facilities Investment.	
		Deleted: ¶ 12.5 - Except where Epic Energy imposes a Surcharge or seeks a Capital Contribution, Shipper's using incremental capacity will pay the Reference Tariff.¶

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13.	REV	IEW D	ATES		
	(a)	The <mark>R</mark>	evisions Submission Date is:		Deleted: revisions
1		(i)	1 July 2006 for revisions relating to AET Services; and		Deleted: submissions
1		(i)	<u>1 July 2006</u> for revisions relating to AFT Services; and		Deleted: date
		(ii)	30 June 2016 for all other revisions to the Access Arrangement.		Deleted: 11 June
	(b)	The D	evisions Commencement Date is:		Deleted: 2004
	(b)	THE K	evisions commencement date is.		
		(i)	for revisions relating to AFT services, the later of 1 January 2007 and the		Deleted: 11 December 2004
			date the Regulator's approved access arrangement becomes effective pursuant to section 2.48 of the Code; and		Deleted: 1 December 2006
			pursuant to section 2.46 of the code, and		Inserted: 6
		(ii)	30 December 2016 for all other revisions to the Access Arrangement.	``	Deleted: 9
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					Deleted: <#>Epic Energy is required to submit revisions to this
				14111	Deleted: <#>access
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					Inserted: <#>Arrangement

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Deleted: <#>Regulator that one of the following major events has occurred:¶ (i). the interconnection of another pipeline with the SWQP; or¶ (ii). the introduction of a significant new source of gas supply to one of the SWQP's markets;¶ that substantially changes the types of Services that are likely to be sought by the market or has a substantial effect on the direction of the flow of natural gas through all or part of the pipeline. ¶

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14.

SWQP PROPOSED REVISED ACCESS ARRANGEMENT

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APACITY MANAGEMENT POLICY			

The SWQP is a Contract Carriage Pipeline.

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2.1Tenneco Gas Australia (nov	v Epic Energy Queensland Pt	y Ltd) and Tenneco Energy
Australia (now Epic Energy Au	ustralia Pty Ltd) entered into a	a competitive tender process
for the construction of the SWO	OP in 1994. Their tender offer	r was successful.

2.2 The SWQP was constructed between Ballera and Wallumbilla in South-West Queensland in 1996 by Epic Energy Queensland Pty Ltd (ABN 67 066 656 219).

2.3From 1996 to 19 May 2000 the SWQP operated under third party access rules as set out in the Petroleum Act 1923 (Qld). The Petroleum Act continues to govern the SWQP until the date the Access Arrangement is approved by the Regulator. The Petroleum Act sets out an access regime including reference tariffs to apply to facilitate competition and access to gas pipelines. The regime was flexible in nature and allowed Shippers and pipeline owners to negotiate terms and conditions of service.

2.4The Law came into force on 19 May 2000. Section 58 of the Law allowed the Queensland Minister for Mines and Energy to approve, by gazettal notice, the Access Principles containing the Reference Tariff and Reference Tariff Policy within 30 days of the Law coming into effect.

2.5The Minister made the derogations from the Code pursuant to Section 58 of the Law for the SWQP on 9 June 2000. The derogations were gazetted on 16 June 2000. The Reference Tariff and Reference Tariff Policy are set out in the Access Principles and attached to this Access Arrangement as Annexure A.

2.6Part 8 of the Petroleum Act will cease to be of force and effect to the SWQP when the Access Arrangement for the SWQP is approved by the Regulator. The Law will be the governing regime for the SWQP from this date (in respect of the matters contained in the Law), but will not affect Gas Transportation Agreements entered into before this date.