



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

GAS TRANSPORTATION GUIDE

**Submission Version
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1. INTRODUCTION

- (a) This Gas Transportation Guide provides an introduction and guide to Epic Energy's Access Arrangement for the Ballera to Wallumbilla Pipeline in South-West Queensland ("SWQP") and outlines the provisions for:

- (i) Applying for Access;
- (ii) Assessment and Acceptance of a Gas Transportation Request;
- (iii) Non-Bona Fide Gas Transportation Requests;
- (iv) Charges for Services;
- (v) Services offered by Epic Energy;
- (vi) Receipt Point and Delivery Point Flexibility;
- (vii) Nominations Procedures;
- (viii) Invoicing and Payment Procedures; and
- (ix) Customer Reporting System.

The Gas Transportation Guide is not intended as a substitute for the Access Arrangement or the Access Arrangement Information, but rather complements those documents. Prospective Shippers should seek their own independent advice on Epic Energy's Access Arrangement. The Access Arrangement will prevail over this Gas Transportation Guide in the event of any inadvertent inconsistency.

- (b) The terms and conditions relating to access to services provided by Epic Energy on the SWQP are formally set out in the following documents:
- (i) Access Arrangement, which sets out amongst other matters the Reference Service and other Services offered by Epic Energy;
 - (ii) Gas Transportation Agreement Terms and Conditions, which set out the terms and conditions which apply to the Reference Service; and
 - (iii) Access Arrangement Information, which includes a description of the SWQP.
- (c) In addition to the documents referred to in paragraph 1(b), the following may be relevant to a Prospective Shipper:
- (i) this Gas Transportation Guide; and
 - (ii) the public register of Capacity which sets out details of the spare Capacity (if any) in the SWQP.
- (d) The terms used in this Gas Transportation Guide have the same meaning as similar terms used in the Access Arrangement and Gas Transportation Agreement Terms and Conditions, unless specified otherwise in this Gas Transportation Guide.
- (e) Any questions on these documents should be directed to the General Manager, Commercial on (03) 8626 8403.

2. APPLYING FOR ACCESS

2.1 General

Section 5 of the Code sets out the rights and obligations of Prospective Users and the Service Provider in relation to a request made for access to a Service provided by means of the SWQP.

A Prospective Shipper will need to:

- (a) complete and lodge with Epic Energy two copies of the Gas Transportation Request form contained at Annexure 1 to this Gas Transportation Guide. Prospective Shippers should note that there are different forms depending on whether the Gas Transportation Request is for a Reference Service or a Non Reference Service; and
- (b) attach the Prescribed Fee to the Gas Transportation Request (by cheque made payable to Epic Energy Queensland Pty Limited).

The Gas Transportation Request forms contain some but not all of the information which Epic Energy may require from Prospective Shippers. Epic Energy may request any further information from a Prospective Shipper as is reasonable to allow it to assess the Gas Transportation Request.

The Prescribed Fee is to secure the Prospective Shipper's priority as against other Gas Transportation Requests and is refundable at the sole discretion of Epic Energy.

2.2 Correct and Complete Gas Transportation Requests

- (a) A Gas Transportation Request for a Service must be lodged with Epic Energy at least 30 Days prior to the requested Commencement Date together with the Prescribed Fee.

However, Prospective Shippers should note the following:

- ◆ A Gas Transportation Request for a Reference Service which is conditional upon changes to the Gas Transportation Agreement Terms and Conditions will be a request for a Non Reference Service and as is the case with all requests for Non Reference Services, may be required to be lodged more than 30 Days prior to the requested Commencement Date.
 - ◆ A Gas Transportation Request for a Reference Service which may require an expansion or enhancement of the SWQP or the addition or alteration of a receipt point, delivery point or metering facilities, must be submitted to Epic Energy in reasonable time before the requested Commencement Date, taking into account the expansion, enhancement, alteration or addition. Such a request will be considered in accordance with paragraph 12 of Epic Energy's Access Arrangement.
- (b) A Gas Transportation Request will have priority according to the time the completed and correct Gas Transportation Request (together with the Prescribed Fee) is received by Epic Energy.
 - (c) If a Prospective Shipper fails to comply with a reasonable request by Epic Energy for further information in relation to a Gas Transportation Request within 20 Days

of receipt of such request, then the Prospective Shipper's Gas Transportation Request is (subject to any extension of time granted by Epic Energy) rejected.

- (d) An incomplete or incorrect Gas Transportation Request may be rejected by Epic Energy and returned to the Prospective Shipper together with reasons for that rejection.
- (e) Epic Energy may deal with Gas Transportation Requests out of order provided any Gas Transportation Requests having a higher priority are not ultimately disadvantaged.
- (f) If there is insufficient Capacity in the SWQP to satisfy a Gas Transportation Request, Epic Energy will within 14 Days of receipt of the Gas Transportation Request notify the Prospective Shipper and inform the Prospective Shipper of:
 - (i) its position in the queue;
 - (ii) Epic Energy's good faith, non binding estimate of when Capacity may become available to satisfy the Prospective Shipper's Gas Transportation Request if later than the requested Commencement Date, and the terms and conditions, if any, which may apply.

2.3 Informal Requests and Reports

- (a) Prospective Shippers are encouraged to consult with Epic Energy on available Capacity and facilities prior to making a Gas Transportation Request.
- (b) Where the consultation requires extensive investigation and/or reports, the Prospective Shipper may be required to pay the cost for such investigations and/or reports. Epic Energy will as soon as practicable after the consultation, advise the Prospective Shipper of the likely cost of any such investigation and/or reports required.
- (c) Epic Energy is not obliged to proceed with investigations and/or reports referred to in paragraph 2.3(b) unless the Prospective Shipper undertakes to pay the reasonable costs of that further investigation and/or reports.

2.4 Withdrawal of Gas Transportation Request

A Prospective Shipper may at any time before Epic Energy accepts a Gas Transportation Request withdraw its Gas Transportation Request by notice in writing. In this case, any refund of the Prescribed Fee is entirely within the discretion of Epic Energy.

2.5 Amended Gas Transportation Request

A Prospective Shipper may amend a Gas Transportation Request at any time prior to its acceptance by Epic Energy in accordance with clause 3.2 of this Guide by submitting a further Gas Transportation Request form which expressly states that it amends the previous Gas Transportation Request and is marked up to show the changes from the previous Gas Transportation Request. The amended Gas Transportation Request supersedes the Prospective Shipper's initial Gas Transportation Request immediately a completed and correct amended Gas Transportation Guide is lodged.

If Epic Energy determines the amended Gas Transportation Request is a material change from the original Gas Transportation Request to the extent that another Prospective Shipper, whose Gas Transportation Request has a position in the queue after the original Gas Transportation Request, is materially prejudiced, the amended Gas Transportation



Request will be deemed to have been lodged on the date on which it is received by Epic Energy and will be afforded priority accordingly.

In cases where an amended Gas Transportation Request, in Epic Energy's opinion, either:

- is a material change from the original Gas Transportation Request but that another Prospective Shipper is not materially prejudiced; or
- is not a material change from the original Gas Transportation Request;

the amended Gas Transportation Request will maintain the priority in the queue of the original Gas Transportation Request.

Without limiting the above, an amended Gas Transportation Request is not a material change if the amendment is limited to a reduction in the amount of requested Capacity.

3. ASSESSMENT AND ACCEPTANCE OF GAS TRANSPORTATION REQUEST

3.1 Assessment

Epic Energy will only issue an acceptance of a Gas Transportation Request if it is satisfied that all of the following conditions have been met:

- (a) there is sufficient spare Capacity, or in the case of a Gas Transportation Request requiring enhancement to or expansion of the SWQP system, the enhancement or expansion is consistent with Epic Energy's extensions and expansion policy contained in the Access Arrangement;
- (b) the Prospective Shipper is, to Epic Energy's satisfaction, in a position to meet its obligations under the Gas Transportation Agreement;
- (c) the requested Capacity can be accommodated having regard to the load characteristics set out in the Gas Transportation Request and the load characteristics of Other Shippers; and
- (d) where the Gas Transportation Request is for a Non Reference Service, Epic Energy and the Prospective Shipper have reached agreement concerning the terms and conditions for the Non Reference Service.

3.2 Acceptance

Epic Energy may accept a Gas Transportation Request at any time prior to its withdrawal by giving the Prospective Shipper notice in writing. Upon acceptance of the Gas Transportation Request:

- (a) in the case of a Gas Transportation Request for a Reference Service, a Gas Transportation Agreement will be formed between Epic Energy and the Prospective Shipper effective from the date Epic Energy gives the Prospective Shipper written notice of that acceptance; and
- (b) in the case of a Gas Transportation Request for a Non Reference Service, a contract will be formed between Epic Energy and the Prospective Shipper effective from the date Epic Energy gives the Prospective Shipper written notice that Epic Energy accepts the Gas Transportation Request (if the conditions for the Non Reference Service are known), or where the conditions of access are not known, once an agreement reflecting the agreed Non Reference Service is signed between Epic Energy and the Prospective Shipper.

4. CHARGES

The charges for the Reference Service are set out in the Access Principles, or as otherwise negotiated between Epic Energy and the Prospective Shipper.

The charges for Non Reference Services are as otherwise negotiated between Epic Energy and the Prospective Shipper.

From time to time, Epic Energy may supply or display on its web site a rate card listing indicative charges for certain Non Reference Services.

5. SERVICES

Epic Energy offers a variety of Services on the SWQP. They are set out in Paragraph 6 of the Access Arrangement.

6. FLEXIBILITY OF RECEIPT POINTS AND DELIVERY POINTS

6.1 Delivery Point Relocations

Subject to the Additional Terms and Conditions, a Shipper with a Full Forward Haul Service Gas Transportation Agreement may relocate some or all of its Delivery Point Capacity to an existing Delivery Point that is upstream of the contracted Delivery Points (provided that the new Delivery Point is downstream of the Receipt Points) by providing written notice to Epic Energy. The Shipper's rights to Capacity at that upstream Delivery Point are subject to the rights of other shippers with contracted Capacity at the upstream Delivery Point.

6.2 Receipt Point Relocations

Subject to the Additional Terms and Conditions, a Shipper with a Full Forward Haul Service Gas Transportation Agreement may relocate some or all of its Receipt Point Capacity to an existing Receipt Point that is downstream of its contracted Receipt Point (provided that the new Receipt Point is upstream of the Delivery Points) by providing written notice to Epic Energy. The Shipper's rights to Capacity at that downstream Receipt Point are subject to the rights of other shippers with contracted Capacity at the downstream Receipt Point.

6.3 Notification

The Shipper will need to notify Epic Energy in writing at least 30 days prior to the Day of the proposed relocation, and must have made appropriate prior arrangements for the apportionment of gas delivered to the new Receipt Point or Delivery Point if other shippers also receive or take delivery of gas at that Receipt Point or Delivery Point, and must have provided Epic Energy with a copy of the arrangement made with those other shippers.

7. NOMINATIONS

- (a) Epic Energy will require nominations for quantities of gas to be received at Receipt Points and delivered at Delivery Points. These are required to enable the efficient operations of the SWQP.
- (b) Nominations are dealt with in Clause 12 of the Additional Terms and Conditions. This clause sets out the procedure to be followed for nominations and the consequences of non compliance with that procedure.

8. INVOICING AND PAYMENT

- (a) Invoicing and payment terms and conditions for the Reference Service are set out in Clause 17 of the Additional Terms and Conditions.
- (b) Payment terms are 15 Days from receipt of an invoice from Epic Energy, with funds to be transferred by direct payment to a bank account nominated by Epic Energy. Details of the bank account will be provided on approval of a Gas Transportation Request and on the CRS.
- (c) Any amount outstanding under an invoice which is not the subject of a dispute attracts interest at 2% above the “Reference Rate” as published by the National Australia Bank in the financial press from time to time.
- (d) Invoicing and payment terms for Non Reference Services will be on the same terms as the Reference Service.

9. CUSTOMER REPORTING SYSTEM

- (a) Prospective Shippers and Shippers will be provided with access to Epic Energy's Customer Reporting System (“**CRS**”) upon completing and providing to Epic Energy the CRS Request Form specified by Epic Energy from time to time. A copy of the CRS Request Form is set out as annexure 2 to this Gas Transportation Guide.
- (b) The CRS is separate from the Epic Energy website. The CRS provides a gateway for Shippers to obtain information about the SWQP relevant to them and in general, and allows Shippers to communicate with Epic Energy regarding their operations. For example, it will be the means of lodging and amending nominations and is the place where Shippers flow data can be obtained.

10. JOINT VENTURES

Where an applicant for a Reference Service or a Non Reference Service is a joint venture, then:

- (a) Epic Energy may require each participant in that joint venture to individually provide the information and detail otherwise required of an individual Prospective Shipper;
- (b) each participant in that joint venture must provide its full name, address and ABN.
- (c) the Gas Transportation Request must specify whether the participants rights, liabilities, indemnities and obligations are to be joint, several or joint and several, and if several in what proportions.

ANNEXURE 1

GAS TRANSPORTATION REQUEST FORMS

REFERENCE SERVICE REQUEST FORM

This is a Request for a Reference Service:

1. Prospective Shipper Details

- **Name:** _____
- **ABN:** _____
- **Address:** _____

- **Telephone Number:** _____
- **Facsimile:** _____
- **Nominated Representative:** _____

2. Service Details

Note: Minimum term for Reference Service is 5 years

- **Requested Reference Service Start Date:** _____
- **Requested Reference Service End Date:** _____

3. Receipt and Delivery

- **Receipt Point/s Location:** _____

- **Delivery Point/s Location:** _____



- **Requested Receipt Point MDQ (at each Receipt Point if more than one Receipt Point)**

Total (TJ/Day)

- **Requested Delivery Point MDQ (at each Delivery Point if more than one Delivery Point)**

Total (TJ/Day)

Note: Epic Energy will require that the gas be received and delivered at as uniform an hourly rate as possible at the Receipt and Delivery Points and, unless agreed otherwise, will take the Maximum Hourly Rate (MHR) to be one twenty-fourth of the MDQ at the respective Receipt and Delivery Points.

4. Creditworthiness

The Prospective Shipper warrants that its latest set of audited accounts and (if applicable) articles of association are attached.

5. Acknowledgment

By executing and submitting this Gas Transportation Request for a Reference Service the Prospective Shipper acknowledges having read and understood the latest version of Epic Energy’s Access Arrangement and Gas Transportation Agreement Terms and Conditions.

6. Agreement

If Epic Energy accepts this Gas Transportation Request for a Reference Service by signing and returning a copy of the request to the Prospective Shipper, the Prospective Shipper is bound by the Access Arrangement, Gas Transportation Agreement Terms and Conditions and this Gas Transportation Request for Full Forward Haul Service (in that order of priority) which together shall be known as the Gas Transportation Agreement.

7. Duplicate

This Gas Transportation Request for a Reference Service must be submitted in duplicate.



**ACCEPTED BY EPIC ENERGY
BY AN AUTHORISED PERSON**

Signed

Title

Date



NON REFERENCE SERVICE REQUEST FORM

This is a request for a Non Reference Service:

1. Prospective Shipper Details

- **Name:**_____
- **ABN:**_____
- **Address:**_____

- **Telephone Number:**_____
- **Facsimile:**_____
- **Nominated Representative:**_____

2. Service Details

- **Requested Non Reference Service**_____

- **Requested Non Reference Service Start Date:**_____
- **Requested Non Reference Service End Date:**_____

3. Receipt and Delivery (If applicable)

- **Receipt Point/s Location:**_____

- **Delivery Point/s Location:**_____

- **Requested Delivery Point MDQ (at each Delivery Point if more than one Delivery Point)**_____

Total (TJ/Day)



4. Creditworthiness

The Prospective Shipper warrants that its latest set out audited accounts and (if applicable) articles of association are attached.

5. Conditions

6. Acknowledgment

By executing and submitting this Request for a Non Reference Service the Prospective Shipper acknowledges having read and understood Epic Energy's Access Arrangement and Gas Transportation Agreement Terms and Conditions.

7. Agreement

Commercial terms to be agreed by the parties.

8. Duplicate

This Request for a Non Reference Service must be submitted to Epic Energy in duplicate.



ANNEXURE 2

CRS REQUEST FORM

1. DETAILS OF APPLICANT

- **Name:** _____ (“Applicant”)
- **ABN:** _____
- **Address:** _____

- **Telephone Number:** _____
- **Facsimile:** _____
- **Nominated Representative:** _____

2. STATUS OF APPLICANT

Is the Applicant a current user of services (gas transportation or otherwise) provided by Epic Energy?

Yes/No

3. NATURE OF SERVICE

If the answer to item 2 is yes, what is the service currently provided to the Applicant by Epic Energy?

4. REASON FOR APPLICATION

If the answer to item 2 is no, briefly outline the reason for seeking access to the CRS.

5. AGREEMENT

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

6. APPLICANT'S OBLIGATIONS

- (a) The Applicant 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 Applicant; or
 - (B) common to all 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 Epic Energy if the Applicant's CRS Request is approved); and
 - (B) its access to the CRS,

to prevent unauthorised access to its information or to the CRS.
- (b) The Applicant acknowledges and agrees that:
 - (i) Epic Energy would incur significant costs, expenses and inconvenience if the Applicant were to breach any of its obligations in item 6(a); and
 - (ii) accordingly, the Applicant will indemnify and hold Epic Energy harmless from and against all losses (including direct, indirect and consequential losses), costs, damages, expenses and penalties that may be suffered or incurred by Epic Energy as a result of, or in connection with, any breach of any of those obligations.

7. INDEMNITY

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

8. TERM

Subject to item 9, if the Applicant is notified that its CRS Request is approved, then the Applicant may have access to the CRS:



- (a) if the Applicant has a Gas Transportation Agreement with Epic Energy, for the term of that contract; or
- (b) If the Applicant does not have a Gas Transportation Agreement with Epic Energy, 12 months from the date Epic Energy notifies the applicant its CRS Request has been approved.

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

9. TERMINATION

If the Applicants CRS Request is approved, Epic Energy may revoke the Applicant’s approval to use the CRS at any time if the Applicant breaches any term or condition of this Gas Transportation Request or if any information or warranty provided in this Gas Transportation Request is materially false or incorrect.

10. ASSESSMENT

- (a) Epic Energy will accept or reject a CRS Request within 20 Days of receipt of such request from the Applicant, by notifying the Applicant in writing.
- (b) Epic Energy may reject a CRS Request in its sole discretion if it believes on reasonable grounds that the CRS Request submitted by the Applicant is not bona fide or is materially false or inaccurate.

11. FURTHER INFORMATION

Epic Energy may require the Applicant to furnish such further information as is reasonable to enable Epic Energy to assess the Applicant’s CRS Request.

Signed for and on behalf of the Applicant _____

Position _____

Date _____