

DBNGP ACCESS ARRANGEMENT

2021-25 Access Arrangement Period
Access Arrangement Document

ERA APPROVED – 1 April 2021



The Dampier to Bunbury Natural Gas Pipeline



DBP Transmission (DBP) is the owner and operator of the Dampier to Bunbury Natural Gas Pipeline (DBNGP), Western Australia's most important piece of energy infrastructure.

The DBNGP is WA's key gas transmission pipeline stretching almost 1600 kilometres and linking the gas fields located in the Carnarvon Basin off the Pilbara coast with population centres and industry in the south-west of the State

Table of Contents

- 1. INTRODUCTION..... 1
- 2. PIPELINE DESCRIPTION 2
- 3. PIPELINE SERVICES..... 3
- 4. TERMS AND CONDITIONS 8
- 5. ACCESS REQUESTS AND QUEUING REQUIREMENTS 9
- 6. CAPACITY TRADING REQUIREMENTS 14
- 7. EXTENSIONS AND EXPANSIONS 15
- 8. CHANGING INLET AND OUTLET POINTS 17
- 9. DEPRECIATION 18
- 10. SPECULATIVE CAPITAL INVESTMENT 20
- 11. REFERENCE TARIFF VARIATION MECHANISM..... 21
- 12. CAPITAL CONTRIBUTIONS..... 25
- 13. FIXED PRINCIPLES 26
- 14. REVISION AND COMMENCEMENT DATE..... 27
- 15. OPERATING COST EFFICIENCY INCENTIVE MECHANISM..... 28
- 16. DEFINITIONS 31
- 17. ATTACHMENTS..... 37
- 18. ANNEXURE A A

1. INTRODUCTION

- 1.1 This document is the applicable access arrangement that is a full access arrangement (**Access Arrangement**) for the Dampier to Bunbury Natural Gas Pipeline (DBNGP) pursuant to the requirements of the National Gas Access (WA) Act 2009 (**NGA**), the National Gas Access (Western Australia) Law (**NGL(WA)**) and National Gas Rules as applicable in Western Australia¹ (**NGR**).
- 1.2 The DBNGP is an old scheme covered pipeline, a scheme pipeline and a covered pipeline under the NGA, the NGL and the NGR.
- 1.3 This document revises the access arrangement for covered pipeline services that was approved by the ERA on 20 July 2016 (**Prior Access Arrangement**).
- 1.4 Operator is DBNGP (WA) Transmission Pty Limited ACN 081 609 190 (**Operator**). Operator is a covered pipeline service provider who submitted the revisions to the Prior Access Arrangement. Operator is a complying service provider for the purposes of section 10 of the NGL. It submitted the revisions on its own behalf and on behalf of DBNGP (WA) Nominees Pty Limited ACN 081 609 289 (**Nominees**) as Trustee for the DBNGP WA Pipeline Trust, who is also a covered pipeline service provider.
- 1.5 This Current Access Arrangement sets out the terms and conditions about access to Pipeline Services provided or to be provided by means of the DBNGP.

¹ Under the National Gas (Western Australia) Law, the National Gas Rules applying to WA is version 1, as amended by:

- The South Australian Minister under the National Gas Law, under an adoption of amendments order made by the WA Minister for Energy; and
- The AEMC, in accordance with its rule making power under section 74 of the National Gas Access (Western Australia) Law.

2. PIPELINE DESCRIPTION

2.1 The DBNGP is made up of the assets that are:

- (a) as described in the following pipeline licences issued under the Petroleum Pipelines Act 1969 (WA):
 - (i) PL 40 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (ii) PL 41 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (iii) PL 47 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (iv) PL 69 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (v) PL 91 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (vi) PL 94 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (vii) PL 95 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (viii) PL 100 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (ix) PL 101 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement);
 - (x) PL 123 (as amended or varied before the date the revisions to the Access Arrangement for the DBNGP commence to have effect under clause 14.1 of this Current Access Arrangement); and
- (b) the BEP Capacity.

2.2 A detailed description of the DBNGP is provided in **Attachment 1** to the Access Arrangement, which includes a schematic of the pipeline system. A description of the DBNGP can also be found at: <http://www.dbp.net.au>

3. PIPELINE SERVICES

3.1 Operator, on its behalf and on behalf of Nominees, proposes to offer the following pipeline services on the DBNGP:

- (a) Reference Services
 - (i) Full Haul T1 Service (T1 Service)
 - (ii) Part Haul P1 Service (P1 Service)
 - (iii) Back Haul B1 Service (B1 Service)
- (b) Non-Reference Services
 - (i) Operator proposes, subject to availability of Capacity (as determined by Operator as a reasonable and prudent service provider), to offer to Prospective Shippers the following pipeline services:
 - (A) Spot Capacity Service (Rebateable Non-Reference Service);
 - (B) Park and Loan Service (or Storage Service) (Non-Reference Service);
 - (C) Pipeline Impact Agreement Service (Non-Reference Service);
 - (D) Data Services (Non-Reference Service);
 - (E) Inlet Sales Service (Non-Reference Service);
 - (F) Other Reserved Service (Rebateable Non-Reference Service);
 - (G) Pilbara Service (Non-Reference Service);
 - (H) Peaker Service (Rebateable Non-Reference Service);
 - (I) Ullage Service (Rebateable Non-Reference Service);
 - (J) Seasonal Service (Ancillary Non-Reference Service);
 - (K) Metering and Temperature Service (Ancillary Non-Reference Service); and
 - (L) Odourisation Service (Ancillary Non-Reference Service).
 - (ii) Non-Reference Services also include pipeline services provided by Operator under contracts entered into prior to commencement of the Current Access Arrangement Period which are not for a Reference Service; and
 - (iii) Operator is prepared to negotiate to provide a Prospective Shipper with any other pipeline service.

3.2 A description of each of the above pipeline services follows.

3.3 T1 Service

- (a) T1 Service is a Full Haul service in which Operator (subject to availability of Capacity and the terms and conditions of the particular contract):
 - (i) takes receipt, at one or more Inlet Points on a Day, of a quantity of the Shipper's gas not exceeding:
 - (A) the sum of the Shipper's Contracted Capacity;
 - (B) plus or minus the quantity of gas required to correct certain imbalances on the preceding Day; and
 - (ii) delivers to the Shipper at one or more Outlet Points on that Day a quantity of gas not exceeding the Shipper's Contracted Capacity,and treated the same as other T1 Services in the curtailment plan set out in the Access Contract.
- (b) The reference tariff for T1 Service (T1 Tariff) is the sum of the following components:
 - (A) the T1 Capacity Reservation Tariff; and
 - (B) the T1 Commodity Tariff.
- (c) As at 1 July 2021:
 - (i) the T1 Capacity Reservation Tariff is \$1.288923/GJ (\$2021); and

- (ii) the T1 Commodity Tariff is \$0.079950/GJ (\$2021);
- (iii) making a T1 Tariff of \$1.368873/GJ (\$2021).

The T1 Tariff, the T1 Capacity Reservation Tariff and the T1 Commodity Tariff will be, from time to time, varied in accordance with clause 11 of this Current Access Arrangement.

- (d) Prospective Shippers seeking access to Spare Capacity of the DBNGP must nominate a minimum term of 2 years when lodging an Access Request for T1 Service, unless Operator in its absolute discretion agrees otherwise.
- (e) Prospective Shippers seeking access for Developable Capacity must nominate a minimum term of 15 years when lodging an Access Request for T1 Service, unless Operator in its absolute discretion agrees otherwise.

3.4 P1 Service

- (a) P1 Service is a Part Haul service in which Operator (subject to availability of Capacity) and the terms and conditions of the particular contract:
 - (i) takes receipt, at one or more Inlet Points on a Day, of a quantity of the Shipper's gas not exceeding:
 - (A) the sum of the Shipper's Contracted Capacity;
 - (B) plus or minus the quantity of gas required to correct certain imbalances on the preceding Day; and
 - (ii) delivers to the Shipper at one or more Outlet Points on that Day a quantity of gas not exceeding the Shipper's Contracted Capacity,

and treated the same as other P1 Services in the curtailment plan set out in the Access Contract.
- (b) The reference tariff for P1 Service (P1 Tariff) is the sum of the following components:
 - (A) the P1 Capacity Reservation Tariff; and
 - (B) the P1 Commodity Tariff.
- (c) As at 1 July 2021:
 - (i) the P1 Capacity Reservation Tariff is \$0.000921/GJ MDQ*km (\$2021); and
 - (ii) the P1 Commodity Tariff is \$0.000057/GJ*km (\$2021); and
 - (iii) making a P1 Tariff of \$0.000978/GJ*km (\$2021).

The P1 Tariff, the P1 Capacity Reservation Tariff and the P1 Commodity Tariff will be, from time to time, varied in accordance with clause 11 of this Current Access Arrangement.

- (d) Reference to 'km' in clause 3.4(c) is the distance, specified in the DBNGP Pipeline Description from the inlet point to the outlet point in both cases at which the shipper has Contracted Capacity under the relevant contract for P1 Service, and where there is more than one of such inlet points and/or outlet points then the reference to "km" is the weighted average of the distance between such inlet point(s) and outlet point(s) (where the weighting is proportionate to the Contracted Capacity under the relevant contract at each such point).
- (e) Prospective Shippers seeking access to Spare Capacity of the DBNGP must nominate a minimum term of 2 years when lodging an Access Request for P1 Service, unless Operator in its absolute discretion agrees otherwise.
- (f) Prospective Shippers seeking access for Developable Capacity must nominate a minimum term of 15 years when lodging an Access Request for P1 Service, unless Operator in its absolute discretion agrees otherwise.

3.5 B1 Service

- (a) B1 Service is a Back Haul service in which Operator (subject to availability of Capacity) and the terms and conditions of the particular contract:

- (i) takes receipt, at one or more Inlet Points on a Day, of a quantity of the Shipper's gas not exceeding:
 - (A) the sum of the Shipper's Contracted Capacity;
 - (B) plus or minus the quantity of gas required to correct certain imbalances on the preceding Day; and
 - (ii) delivers to the Shipper at an Outlet Point located upstream of the relevant Inlet Point on that Day a quantity of gas not exceeding the Shipper's Contracted Capacity, and treated the same as other B1 Services in the curtailment plan set out in the Access Contract.
- (b) The reference tariff for B1 Service (B1 Tariff) is the sum of the following components:
- (A) the B1 Capacity Reservation Tariff; and
 - (B) the B1 Commodity Tariff.
- (c) As at 1 July 2021:
- (i) the B1 Capacity Reservation Tariff is \$0.000921/GJ MDQ*km (\$2021); and
 - (ii) the B1 Commodity Tariff is \$0.000057/GJ*km (\$2021);
 - (iii) making a B1 Tariff of \$0.000978/GJ*km (\$2021).
- The B1 Tariff, the B1 Capacity Reservation Tariff and the B1 Commodity Tariff will be, from time to time, varied in accordance with clause 11 of this Current Access Arrangement.
- (d) Reference to 'km' in clause 3.5(c) is the distance, specified in the DBNGP Pipeline Description from the inlet point to the outlet point in both cases at which the shipper has Contracted Capacity under the relevant contract for B1 Service, and where there is more than one of such inlet points and/or outlet points then the reference to "km" is the weighted average of the distance between such inlet point(s) and outlet point(s) (where the weighting is proportionate to the Contracted Capacity under the relevant contract at each such point).
 - (e) Prospective Shippers seeking access to Spare Capacity of the DBNGP must nominate a minimum term of 2 years when lodging an Access Request for B1 Service, unless Operator in its absolute discretion agrees otherwise.
 - (f) Prospective Shippers seeking access for Developable Capacity must nominate a minimum term of 15 years when lodging an Access Request for B1 Service, unless Operator in its absolute discretion agrees otherwise.

3.6 Other Non-Reference Services

- (a) Park and Loan Service (or Storage Service): Shippers or Prospective Shippers serving end users with Gas demands that are difficult to predict from day to day, or who face the prospect of outages of their Gas suppliers, may find the maintenance of their Accumulated Imbalances difficult. To assist these Shippers and Prospective Shippers, Operator will offer a Park and Loan Service, permitting limited Gas storage in the DBNGP, and/or taking of additional Gas from the DBNGP when required. Operator's ability to offer a Park and Loan Service is restricted by the operating characteristics of the DBNGP. A Shipper must also contract for a Haulage Service when contracting for a Park and Loan Service.
- (b) Pipeline Impact Agreement Service: This service encompasses any service DBP may agree to provide to facilitate the receipt into the DBNGP of Gas as a result of the application of the *Gas Supply (Gas Quality Specifications) Act 2009 (WA)*.
- (c) Data Services: A service developed to assist gas marketers providing gas allocations on Shippers' behalf on the DBNGP (subject to operational availability).
- (d) Inlet Sales Service: A pipeline service that facilitates the trading of gas between shippers at a single inlet point on the DBNGP.

- (e) Pilbara Service: the Pilbara Service is an interruptible transportation service on the DBNGP where deliveries are within the Pilbara Zone (subject to available capacity).

3.7 Rebateable non-reference services

- (a) Spot Capacity Service: A Spot Capacity Service is a pipeline service available on an interruptible basis (and at varying levels of interruptibility), subject to availability of Capacity in accordance with the following principles.
- (b) Until otherwise advised by Operator, the following principles apply to Spot Capacity and Spot Transactions (as the case may be) (which principles form the basis of the Spot Market Rules):
 - (i) If the Shipper seeks to bid for Spot Capacity for a Gas Day it must, by notice to Operator at any time no later than 15:00 hours on the Gas Day before that Gas Day, notify Operator of the amount of Spot Capacity it requires for that Gas Day (Daily Bid) and the price it offers to pay for that Spot Capacity for that Gas Day (Daily Spot Bid Price).
 - (ii) Operator must by no later than 16:00 hours on each Gas Day before the relevant Gas Day allocate Spot Capacity for the relevant Gas Day between Daily Bids on the basis (subject to clause 3.7(b)(iv)) of the Shipper bidding the highest Daily Spot Bid Price for that Gas Day being allocated the Spot Capacity it bid for, the shipper bidding the second highest Daily Spot Bid Price for that Gas Day being allocated the Spot Capacity it bid for, and so on until all Daily Bids are satisfied or until all available Spot Capacity is allocated to Daily Bids. If two or more Shippers bid the same Daily Spot Bid Price and there is not sufficient available Capacity to allocate to each of them the amount of Spot Capacity bid for by each of them, the Spot Capacity available to be allocated between them shall be allocated in proportion to the amount of Spot Capacity bid for by each of them respectively at the said Daily Spot Bid Price for that Gas Day.
 - (iii) Subject to clause 3.7(b)(v), if the Shipper is allocated Spot Capacity for a Gas Day in response to a Daily Bid the Shipper must pay the Daily Spot Bid Price bid by it for that Spot Capacity for that Gas Day whether or not it uses the Spot Capacity.
 - (iv) Operator may set a minimum bid price (Minimum Bid Price) for Daily Bids and is not obliged to allocate Spot Capacity to any shipper bidding a Daily Spot Bid Price which is less than the Minimum Bid Price. The Minimum Bid Price for Daily Bids may not be set by Operator at a price greater than 115% of the Base T1 Tariff as defined in the standard shipper contract published by Operator on its nominated website from time to time applying on the relevant Gas Day.
 - (v) The Shipper is relieved from paying the Daily Spot Bid Price in relation to Spot Capacity allocated to it for a Gas Day only where Operator interrupts or curtails the Spot Capacity which has been allocated to the Shipper, and then only to the extent of that interruption or curtailment.
 - (vi) Operator must provide the following information to the Shipper in respect of each Gas Day as soon as practicable after that Gas Day:
 - (A) the quantities the subject of Daily Bids which relate to that Gas Day;
 - (B) the quantities of Spot Capacity allocated for that Gas Day; and
 - (C) the Daily Spot Bid Prices for all bids allocated Spot Capacity for that Gas Day.
 - (vii) Operator will not bid for Spot Capacity and if an Operator Entity, Alcoa, or a Related Body Corporate of Alcoa bids and is allocated Spot Capacity, Operator must indicate on its electronic customer reporting system that the relevant Spot Capacity has been allocated to an Operator Entity, Alcoa or a Related Body Corporate of Alcoa without disclosing the identity of the Operator Entity, Alcoa or a Related Body Corporate of Alcoa.
 - (viii) Operator may unilaterally determine (and, if applicable, vary) over time rules governing the market for Spot Capacity in addition to the principles in this clause 3.7(b), provided that those rules are designed with a view to achieving the following objectives:

- (A) there is no discrimination among shippers (other than in respect of price) in respect of the terms and conditions upon which, and the circumstances in which, Spot Capacity is granted;
 - (B) hindering market manipulation and gaming by Operator or shippers; and
 - (C) consistent with this clause 3.7(b).
- (c) Other Reserved Service: A suite of interruptible services offered on a bespoke basis to shippers with new projects and/or uncertain demand, often ahead of a firm service.
 - (d) Peaker Service: A pipeline service where a shipper can obtain additional peaking limits to those set in the standard terms (subject to available capacity).
 - (e) Ullage Service: A service for ullage to the Karratha gas plant from the Perth basin for variable contracted capacity and term, with specific conditions relating to reliability of service and behaviour charges (subject to available capacity).

3.8 Ancillary non-reference services

- (a) Seasonal Service: A gas transportation service where the profile of reserved capacity can be customised to suit the monthly requirement of the Shipper (subject to available capacity).
- (b) Metering and Temperature Service: A pipeline service where particular metering and temperature specifications can be set (subject to available capacity).
- (c) Odourisation Service: A pipeline service where particular odorant requirements can be specified (subject to available capacity).

4. TERMS AND CONDITIONS

- 4.1 The terms and conditions of any Reference Service (being T1 Service, P1 Service or B1 Service) granted under this Access Arrangement are those terms and conditions for the T1 Service, P1 Service and B1 Service contained in the Access Contract Terms and Conditions as amended or varied from time to time in accordance with clause 4.3 of the Access Arrangement.
- 4.2 At the commencement of the Access Arrangement Period, the Access Contract Terms and Conditions are set out in
- (a) For the T1 Service – **Attachment 2**;
 - (b) For the P1 Service – **Attachment 3**; and
 - (c) For the B1 Service – **Attachment 4**.
- 4.3 Operator may amend or vary the Access Contract Terms and Conditions in accordance with:
- (a) Part 8, Division 10 of the NGR;
 - (b) Part 8, Division 5 of the NGR; and
 - (c) in the case of the Reference Tariff, the Reference Tariff Variation Mechanism in this Access Arrangement.

5. ACCESS REQUESTS AND QUEUING REQUIREMENTS

5.1 Informal Requests and Reports:

- (a) Shippers and Prospective Shippers are encouraged to consult with Operator on available Capacity and facilities prior to making an Access Request.

5.2 Submission of Access Request

- (a) Subject to clause 5.2(b), a Prospective Shipper may apply for access to a service by submitting an Access Request in accordance with this clause 5.2.
- (b) An Access Request must be lodged by a Prospective Shipper if:
 - (i) the Prospective Shipper requests a feasibility study to be prepared by Operator; or
 - (ii) the Prospective Shipper requests a terms sheet to be prepared or considered by Operator.
- (c) An Access Request must be made in writing and must state:
 - (i) whether the service requested is a Reference Service or a Non-Reference Service;
 - (ii) in the case of an Access Request for a Non Reference Service, the type of Non-Reference Service that is requested;
 - (iii) a Commencement Date for the service, which must be a date at least 30 Gas Days after the date the Access Request is submitted or such earlier date as the Operator agrees;
 - (iv) a Capacity End Date for the service;
 - (v) relevant technical details (including the proposed Gas specification) for the connection to the pipeline and for ensuring safety and reliability of the supply of Gas to, or from, the pipeline, as outlined in the customer requirements form available on Operator's website;
 - (vi) relevant financial information that would be required by a reasonable and prudent person to assess the Prospective Shipper's ability to meet financial obligations made under the Access Contract;
 - (vii) in the case of a Reference Service and any other capacity related Non-Reference Service:
 - (A) each Inlet Point and Outlet Point for the service; and
 - (B) the amount of the requested service (in TJ/d) for each Inlet and Outlet point;
 - (viii) the terms and conditions on which the service is requested, by:
 - (A) in the case of a Reference Service, stating whether the Prospective Shipper accepts the Access Contract Terms and Conditions;
 - (B) in the case of a Non-Reference Service (other than a Spot Capacity Service), specifying either:
 - (a) that it accepts the terms and conditions of any Access Contract for the relevant Non-Reference Service that the Operator has posted on its website; or
 - (b) the terms and conditions the Prospective Shipper proposes should apply to the service or requesting Operator to propose the terms and conditions for provision of the service; or
 - (C) 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
 - (ix) any conditions that apply to the Access Request.
- (d) Without limitation on clause 5.2(a), an Access Request must be in the form for the particular service requested, as specified from time to time by Operator on its nominated website (Access Request Forms). As at the commencement of the Current Access Arrangement Period, the Access Request Forms are available at: <http://www.dbp.net.au>; and comprise:

- (A) the Reference Service Access Request Form, for use for an Access Request for a Reference Service; and
 - (B) the Non-Reference Service Access Request Form, for use for an Access Request for a Non-Reference Service.
- (e) A Prospective Shipper may withdraw an Access Request at any time before Operator accepts the Access Request by giving notice in writing of the withdrawal to Operator.
 - (f) A Prospective Shipper may amend an Access Request at any time prior to its acceptance by Operator by submitting a further Access Request which states expressly that it amends the previous Access Request (**Original Access Request**) and where the Access Request Form is marked up to show the changes from the Original Access Request. The amended Access Request supersedes the Prospective Shipper's Original Access Request.

5.3 Assessment of Access Requests

- (a) Operator will assess and respond to an Access Request in accordance with NGR 112 based on the information provided to it with the Access Request.
- (b) The Operator must acknowledge receipt of an Access Request within 5 business days of receipt.
- (c) Within 10 business days of receipt of an Access Request, the Operator must inform the Prospective Shipper:
 - (i) that is able to provide the requested service;
 - (ii) that further investigations are required to determine whether the service can be provided, including a statement of the nature of the investigation and the reasonable costs of the investigation that the Prospective Shipper would be required to meet (**FEED Proposal**); or
 - (iii) that it is unable to provide the requested service.
- (d) If the requested service is a Reference Service and the Prospective Shipper has stated in the Access Request that the Prospective Shipper accepts the Access Contract Terms and Conditions, the Operator is deemed to have accepted an offer from the Prospective Shipper to acquire the Reference Service on the Access Contract Terms and Conditions on the date the Operator notifies the Prospective Shipper, in accordance with clause 5.3(c)(i), that it is able to provide the requested service.
- (e) If the Operator is able to provide the requested service (subject to any variation to the timeframes below as is agreed in writing between the Operator and the Prospective Shipper):
 - (i) Within 25 business days of the receipt of the Access Request, the Operator must provide to the Prospective Shipper the terms and conditions on which it is prepared to provide the requested service;
 - (ii) Within 15 business days of receiving the terms and conditions under clause 5.3(e)(i), the Prospective Shipper must notify the Operator:
 - (A) if it wants to seek access on those terms and conditions; or
 - (B) that it requests amendments to the terms and conditions, and provide the requested amendments to the Operator.
 - (iii) In respect of notice under clause 5.3(e)(ii)(B), the Operator must respond within 15 business days of receiving the proposed amendments from the Prospective Shipper and the process in clause 5.4(f) will apply.
- (f) If the Operator needs to carry out further investigations to determine whether it can provide the requested service, and the Prospective Shipper agrees to the reasonable costs specified by the Operator in accordance with clause 5.3(c)(ii):
 - (i) the Operator must carry out the investigation;
 - (ii) the Prospective Shipper must provide such further information reasonably requested by the Operator for the purposes of carrying out the investigation;

- (iii) within 25 business days of receiving the Access Request, or such other timeframe agreed in writing by the Operator and the Prospective Shipper, the Operator must inform the Prospective Shipper whether or not it is able to provide the requested service; and
 - (iv) if the Operator is able to provide the requested service, the Operator must within 15 business days (or such other timeframe agreed in writing) provide the terms and conditions on which the Operator is prepared to provide the requested service, following which, the process in clause 5.3(e)(ii) applies.
- (g) If the Operator informs the Prospective Shipper that is unable to provide the requested service under either of clauses 5.3(c)(iii) or 5.3(f)(iii), the Operator must:
- (i) provide the Prospective Shipper with written reasons explaining why the requested service cannot be provided; and
 - (ii) If there is some prospect that it will become possible to provide the requested service at some time in the future, provide specific details (to the extent reasonably possible in the circumstances) of when capacity to provide the requested service is likely to become available, and, if possible, a specific date.
- (h) Operator may reject an Access Request at any time prior to its acceptance in any of the following circumstances:
- (i) the Access Request is incomplete or otherwise does not comply with the requirements specified in NGR 112(2) and clause 5.2;
 - (ii) Operator considers, acting as a reasonable and prudent pipeline operator, that the Prospective Shipper is not capable of meeting its obligations under the Access Contract;
 - (iii) the Prospective Shipper fails to comply with a reasonable request by Operator for further information under clause 5.3(f)(ii) ;
 - (iv) acceptance of the Access Request would require an expansion of or extension to the DBNGP and the expansion or extension is inconsistent with the Extensions and Expansions Requirements of this 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) the Access Request is for substantially the same service as another current Access Request submitted by the Prospective Shipper; or
 - (vii) Operator considers, acting as a reasonable and prudent pipeline operator, that the Access Request is not a bona fide request for access.

5.4 Queuing Requirements

- (a) If Operator notifies a Prospective Shipper in accordance with NGR 112 that Spare Capacity does not exist to satisfy an Access Request, Operator will create a queue for determining the priority of access to Spare Capacity and Developable Capacity that will apply as between that Access Request and any other Access Request.
- (b) Operator will maintain a single queue for access to Reference Services and Non-Reference Services that are Haulage Services (**Queue**). In the notification provided under clause 5.4(a) the Operator will inform the Prospective Shipper of the date its access request was received (or, as appropriate, deemed to be received) by the Operator, the number of other prospective users in the Queue and the date each other prospective user entered the Queue.
- (c) Access Requests are to have priority of access to Spare Capacity and Developable Capacity in the order in which they are entered in the Queue by Operator in accordance with this clause 5.4. Subject to clauses 5.4(d) to 5.4(k), Operator will enter Access Requests in the Queue with a priority date being the date on which they are received (or, as appropriate, deemed to be received) by Operator. Access Requests entered in the queue with the same priority date will have equal priority in the queue as between each other.
- (d) Subject to clauses 5.4(e) and 5.4(f), an Access Request will only be entered in the Queue if it complies with the requirements specified in clause 5.2.

- (e) If an Access Request is incomplete or otherwise does not comply with the requirements of clause 5.2 and, in Operator's reasonable opinion, the Prospective Shipper remedies the deficiencies within 10 Business Days after being given notice of the deficiencies by Operator (which notice must be given promptly), the Access Request may be entered in the Queue with a priority date being the date on which the original Access Request was received by Operator. This clause only applies once. Otherwise, the Access Request will be entered in the Queue with a priority date being the date on which, in Operator's reasonable opinion, the deficiencies are remedied.
- (f) If an Access Request requires the terms and conditions of the Access Contract to be negotiated between Operator and the Prospective Shipper or is subject to conditions, the Access Request will be entered in the Queue with a priority date being the date of receipt of the Access Request by Operator, except that:
 - (i) where Operator notifies Shipper in accordance with clause 5.3(c)(i) that there is Spare Capacity sufficient to satisfy the Access Request however the Prospective Shipper requests amended terms and conditions in accordance with the process under clause 5.3(e)(ii)(B) in respect of the Access Request; or
 - (ii) where Operator notifies Shipper in accordance with clause 5.3(c)(ii) that there is not Spare Capacity sufficient to satisfy the Access Request and the parties agree to investigations being carried out under a FEED Proposal in accordance with the process under clause 5.3(f),

unless within 15 Business Days after the date the Shipper receives an access proposal in response under clause 5.3(e)(iii) to the proposed amended terms and conditions under clause 5.3(e)(ii)(B), or based on the investigations carried out in respect of a FEED Proposal under clause 5.3(f), either:

- (iii) the parties agree the terms of access and/or the conditions are, in the Operator's reasonable opinion, satisfied; or
- (iv) the Prospective Shipper agrees to amend the Access Request such that it becomes an Access Request for a Reference Service made on the basis of the Access Contract Terms and Conditions,

the Access Request will be removed from the Queue and will subsequently be re-entered in the Queue with a priority date being the date that agreement is reached and/or the conditions are, in Operator's reasonable opinion, satisfied. However, where a dispute between Operator and the Prospective Shipper arises in respect of the terms and conditions of access and that dispute is referred to arbitration under section 181 of the NGA, the period of time remaining pursuant to clauses 5.4(f)(i) and 5.4(f)(ii) (as applicable) will be suspended from the date the dispute is referred to arbitration (**Referral Date**) until 4 months after the Referral Date.

- (g) Operator may deal with Access Requests out of order provided that:
 - (i) the Access Request that is being dealt with out of order is materially different to the Access Requests which have the same or earlier priority dates; and
 - (ii) Prospective Shippers with the Access Requests which have the same or earlier priority dates do not suffer any material prejudice as a result.
- (h) Access Requests received by mail are deemed to be received on the day they are delivered to Operator. Access Requests delivered by hand are received on the date actually received.

- (i) Any Access Request for a service that was made prior to the revisions to this Access Arrangement coming into effect (**Prior AA Access Requests**) will have priority over Access Requests made after the revisions to this Access Arrangement come into effect. The priority amongst Prior AA Access Requests is to be determined in accordance with the order in which they were received by Operator.
- (j) If an Access Request is rejected, that Access Request's priority in the Queue is lost.
- (k) If a Prospective Shipper amends an Access Request in accordance with clause 5.2(f), the following applies:
 - (i) the amended Access Request will have the same priority date as the Original Access Request if the amendment complies with clause 5.2(f) and if:
 - (A) the amendment is limited to a reduction in the amount of the service requested or a change in the requested Commencement Date; or
 - (B) the amendment is not in Operator's reasonable opinion a material change to the Original Access Request; and
 - (ii) in all other cases, the amended Access Request will be removed from the Queue and will subsequently be re-entered in the Queue with a priority date being the date the amended Access Request is received by Operator.
- (l) These Queuing Requirements are subject to any Capacity Expansion Options which may be granted by Operator from time to time under the Extensions and Expansions Requirements of the Access Arrangement. Nothing in the Queuing Requirements prevents Operator offering a Capacity Expansion Option in accordance with the Extensions and Expansions Requirements of this Access Arrangement at any time or complying with its obligation to provide Capacity to a Prospective Shipper in accordance with a Capacity Expansion Option.
- (m) Where a Prospective Shipper has lodged an Access Request and Operator has agreed to undertake an expansion to satisfy the Access Request (including by the creation of a Capacity Expansion Option in accordance with the Extension and Expansion Requirements of this Access Arrangement) the Prospective Shipper's Access Request will remain in the Queue until the expansion capacity has become available to satisfy it. If Spare Capacity becomes available to satisfy the Access Request prior to completion of the expansion and Operator and the Prospective Shipper agree, that Spare Capacity may be made available to satisfy the Access Request (in accordance with its priority in the queue at that time) in place of the proposed expansion capacity.
- (n) Queuing Requirements do not apply to access to a service secured pursuant to a Spot Capacity Service or to a Pipeline Service that is not a Haulage Service.
- (o) Within a reasonable time of Operator becoming aware of any material change (in the context a Prospective Shipper's Access Request) in the expected timing of when the Prospective Shipper's Access Request in the Queue will be satisfied, Operator will notify the Prospective Shipper of the change.

6. CAPACITY TRADING REQUIREMENTS

- 6.1 A Shipper of any Haulage Service may transfer all or any of the Shipper's contracted capacity:
- (a) Where the Operator is registered as a participant in a particular gas market - in accordance with the rules or procedures governing the relevant gas market; or
 - (b) Where the Operator is not registered for the purposes of clause 6.1(a) - in accordance with NGR 105 and clauses 6.2 to 6.5 below.
- 6.2 A Shipper of any Haulage Service may:
- (a) without the Operator's consent transfer by way of subcontract, all or any of the Shipper's contracted capacity to another Shipper in accordance with clause 27.2 of the Access Contract Terms and Conditions for each reference service.
 - (b) Subject to any Pre-existing Contractual Right, with the Operator's prior written consent transfer all or any of the Shipper's contracted capacity to another (Third Party) in accordance with clauses 27.3 and 27.4 of the Access Contract Terms and Conditions for each reference service and clauses 6.3 and 6.5 below.
- 6.3 Operator must not withhold its consent under clause 6.2(b) unless it has reasonable grounds, based on technical or commercial grounds for doing so.
- 6.4 In addition to any conditions outlined in clauses 27.3 and 27.4 of the Access Contract Terms and Conditions for each reference service, and without limitation, the following are examples of reasonable technical or commercial grounds that the Third Party and the Shipper must comply with before Operator will consent under clause 6.2(b):
- (a) The Third Party must comply with the Queuing Requirements in clause 5.4.
 - (b) The Shipper must reimburse Operator for all costs incurred by Operator in processing and determining the Shipper's consent request (including legal costs, internal costs and other costs as reasonably determined) whether or not the transfer proceeds to completion, provided that the Operator can demonstrate that the costs have been reasonably and properly incurred.
- 6.5 If Operator consents to the transfer of all or any of the Shipper's contracted capacity to a Third Party under clause 6.2(b), the following consequences arise:
- (a) the Shipper's rights and obligations are terminated except that any rights or liabilities that accrued under, or in relation to, the Access Contract before the date on which Operator grants consent are not affected; and
 - (b) an Access Contract arises between the Operator, DBNGP (WA) Nominees Pty Ltd (in its capacity as Trustee for the DBNGP WA Pipeline Trust) and the Third Party on terms and conditions determined by or in accordance with this clause 6.

7. EXTENSIONS AND EXPANSIONS

- 7.1 The Operator is not required to fund part or all of any extension of, or expansion of the Capacity of, the DBNGP (except in relation to a Capacity Expansion Option, where the provisions of the Capacity Expansion Option require the expansion to be funded by the Operator or an Operator Entity).
- 7.2 If the Operator extends or expands the DBNGP:
- (a) for extensions made during the Current Access Arrangement Period, the extension becomes part of the Covered Pipeline if, and immediately when, the consent to operate the extension is granted to the Operator under the *Petroleum Pipelines Act 1969 (WA)* during the Current Access Arrangement Period, unless, before that occurs, the Operator elects otherwise and gives the Regulator notice of the extension which the Operator elects will not become part of the Covered Pipeline; and
 - (b) for expansions made during the Current Access Arrangement Period, the expansion becomes part of the Covered Pipeline if, and immediately when, the consent to operate the expansion is granted to the Operator under the *Petroleum Pipelines Act 1969 (WA)* during the Current Access Arrangement Period.
- 7.3 In considering whether to treat an extension as part of the Covered Pipeline, the Operator may have regard to the following factors:
- (a) the application of the matters set out in NGR 104 in respect of the facilities comprising the extension;
 - (b) the extent to which the Capacity resulting from the extension is Contracted Capacity;
 - (c) the legitimate business interests of Operator;
 - (d) the application of any voluntary right of access to the Capacity resulting from the extension; and
 - (e) the extent to which any Access Contract under which the extension or expansion capacity is contracted relies upon a determination of the Reference Tariff.
- 7.4 If an extension or expansion of the DBNGP becomes part of the Covered Pipeline during the Current Access Arrangement Period, pursuant to clause 7.2:
- (a) the Current Access Arrangement will apply to Incremental Services provided as a result of that expansion or extension; and
 - (b) the extension or expansion will not affect the Reference Tariff before the Revisions Commencement Date for the Next Access Arrangement,
- save that, if an extension or expansion of the DBNGP becomes part of the Covered Pipeline:
- (c) Operator may seek a Capital Contribution from Prospective Shippers or levy a Surcharge in respect of Incremental Services in accordance with NGR 82 and 83.
- 7.5 Operator may (as determined by Operator in its sole discretion) from time to time seek Surcharges or Capital Contributions from Prospective Shippers in respect of capital expenditure for assets in accordance with NGR 82 and 83. If Operator intends to levy a Surcharge on Shippers, it will provide written notice, including to the Regulator, of its intention to do so.
- 7.6 Except where Operator imposes a Surcharge or seeks a Capital Contribution, or where clause 7.9 applies, Shippers using Incremental Services which are Reference Services will pay the relevant Reference Tariff.
- 7.7 To assist Prospective Shippers with their future Gas transportation needs, the Operator may from time to time offer Capacity Expansion Options. The Operator acknowledges that at the commencement of this Access Arrangement Period, Capacity Expansion Options have already been granted to certain Shippers on the DBNGP.

- 7.8 A Capacity Expansion Option gives a Prospective Shipper a right to a specified quantity of Capacity on the terms and conditions specified in the Capacity Expansion Option. A Capacity Expansion Option will have a purchase price to be determined by Operator and is able to be traded by the Prospective Shipper to another Prospective Shipper on the terms outlined in the Capacity Expansion Option.
- 7.9 If any extension or expansion to be undertaken as a result of the application of the provisions of the *Gas Supply (Gas Quality Specifications) Act 2009 (WA)* is to be part of the Covered Pipeline and in circumstances where the funding of that extension or expansion was made by someone other than the Operator or its Related Bodies Corporate (***PIA Expenditure***) the Operator and Nominees will not benefit, through increased revenue, from each amount of PIA Expenditure that has been rolled into the capital base through a mechanism equivalent to that in clause 12.4.

8. CHANGING INLET AND OUTLET POINTS

8.1 In accordance with NGR 106, the Shipper under an Access Contract may:

- (a) change inlet and outlet points; and
- (b) relocate all or any part of its Contracted Capacity from an existing inlet point or an existing outlet point to which the Access Contract relates (**Change Request**) in accordance with the following principles:
 - (i) a Shipper must make a Change Request to the Operator in writing;
 - (ii) the Operator must consent to a Change Request from the Shipper before any change or relocation that is the subject of the Change Request becomes effective; and
 - (iii) the Operator must not withhold its consent to a Change Request unless it has reasonable grounds, based on technical or commercial considerations, for doing so.

8.2 Without limitation, the considerations which the Operator will take into account in deciding whether to consent to a request under clause 8.1 include:

- (a) technical considerations;
- (b) commercial considerations;
- (c) in the case of a Change Request for a Reference Service, the considerations outlined in clause 14 of the Access Contract Terms and Conditions.

9. DEPRECIATION

9.1 In accordance with NGR 90, this clause 9:

- (a) Governs the calculation of depreciation for establishing the Opening Capital Base for the Next Access Arrangement Period after the Current Access Arrangement Period (that is, the Opening Capital Base for the access arrangement period that is due to commence in accordance with clause 14.4).
- (b) Provides the basis for the depreciation of the projected Capital Base during the Current Access Arrangement Period.

Depreciation for establishing the Opening Capital Base for the Next AA Period

9.2 As part of the formula for establishing the Opening Capital Base for the Next Access Arrangement Period, the Operator will use the sum of the values of depreciation determined for the purpose of determining the Total Revenue for the Current Access Arrangement Period.

9.3 [DELETED]

9.4 Subject to clause 9.5 and following, the amount of depreciation determined for the purpose of determining the Total Revenue for each year of the Current Access Arrangement Period is determined using the following principles:

- (a) A separate depreciation schedule has been determined for each of the 8 groups of physical assets that form the DBNGP, these groups are:
 - (i) pipeline assets;
 - (ii) compressor station assets;
 - (iii) metering assets;
 - (iv) BEP Lease;
 - (v) cathodic protection assets;
 - (vi) supervisory control and data acquisition assets electrical control and instrumentation assets and communication assets;
 - (vii) computer and motor vehicle assets; and
 - (viii) other assets.
- (b) Each depreciation schedule has been designed so that:
 - (i) each group of assets is depreciated over the economic life of that group; and
 - (ii) each group of assets is depreciated only once (that is, so that the sum of the depreciation that is attributable to each group over the life of the assets is equivalent to the value of that group of assets at the time at which that value was first included in the Capital Base (subject to such adjustment for inflation as is appropriate given the approach to inflation adopted)).

9.5 For the purposes of NGR 77(2)(d), depreciation over the Current Access Arrangement Period is to be calculated in accordance with the current cost accounting depreciation method, consistent with the Australian Energy Regulator's Post Tax Revenue Model method – where first, the real opening capital base in any year is divided by the remaining asset life to calculate the real depreciation for the regulatory year, second, indexation is applied to the real depreciation to convert it to nominal terms, and third, the nominal depreciation is adjusted for the resulting double count of inflation by subtracting the value ascribed to inflation from the opening regulatory asset base for that regulatory year, and is to be the sum of:

- 1) depreciation on the Opening Capital Base over the Current Access Arrangement Period; and

- 2) depreciation of the forecast Capital Expenditure for the Current Access Arrangement Period (being the amount of forecast Capital Expenditure used for the purpose of determining Tariffs for the Current Access Arrangement Period).

10. SPECULATIVE CAPITAL INVESTMENT

- 10.1 For the purposes of NGR 84, the amount of any Non-Conforming Capital Expenditure is, to the extent that expenditure is not to be recovered through a Surcharge on Shippers or a Capital Contribution, to be added to a notional fund (***Speculative Capital Expenditure Account***) and dealt with in accordance with NGR 84(2) and NGR 84(3).

11. REFERENCE TARIFF VARIATION MECHANISM

11.1 The Reference Tariff will be updated on an annual basis through the Reference Tariff Variation Mechanism. The Reference Tariff Variation Mechanism for the Current Access Arrangement provides for the variation of the Reference Tariff by the Operator by way of:

- (a) Annual Scheduled Variation of Reference Tariffs;
- (b) Tax Changes Variation; and
- (c) New Costs Pass Through Variation.

Annual Scheduled Variation of Reference Tariffs

11.2 The Annual Scheduled Variation of Reference Tariffs means the following mechanism:

The Reference Tariff calculated by DBP must be less than or equal to the Reference Tariff calculated by the model developed by the ERA (**Tariff Model**), after applying the methods set out in **Annexure A** to the Access Arrangement.

11.3 The process for the Annual Scheduled Variation of Reference Tariffs is as follows:

- (a) Before the Reference Tariff is varied in accordance with clause 11.2, the Operator must:
 - (i) provide written notice (a **Scheduled Reference Tariff Variation Notice**) to the Regulator setting out the proposed variations to the Reference Tariff, including evidence that the proposed variations have been calculated in accordance with the methods out in Annexure A to the Access Arrangement; and
 - (ii) provide the Scheduled Reference Tariff Variation Notice to the Regulator at least 40 Business Days before the date on which the Reference Tariff is to be varied.
- (b) As a minimum, the Scheduled Reference Tariff Variation Notice must contain the following information:
 - (i) the proposed varied Reference Tariff and varied Reference Tariff Components;
 - (ii) the date on which the varied Reference Tariff is to come into effect; and
 - (iii) calculations showing the derivation of the varied Reference Tariff and Reference Tariff Components using the methods in Annexure A to the Access Arrangement, including revenue data for Rebateable Non-Reference Services to substantiate and show the effect of the adjustments made for Rebateable Non-Reference Services in accordance with Part A5 of Annexure A.
- (c) Within 7 Business Days of receipt of the Scheduled Reference Tariff Variation Notice, if the Regulator determines that it needs additional information from the Operator to assess the proposed varied Reference Tariff, it may make a written request to the Operator setting out the information it requires the Operator to provide not less than 20 Business Days before the date on which the Reference Tariff is to be varied.
- (d) The Regulator will use its reasonable endeavours to give written notice to the Operator at least 20 Business Days before the date on which the Reference Tariff is to be varied, advising whether the Regulator approves or does not approve the proposed tariff variations and the reasons for its decision.
- (e) If the Regulator:
 - (i) does not approve the Operator's proposed varied Reference Tariff, it will not take effect;
 - (ii) approves the Operator's proposed varied Reference Tariff, it will take effect:
 - A. on the date specified in the Scheduled Reference Tariff Variation Notice, or
 - B. if that date has passed on the date specified in the Regulator's notice under clause 11.3(d).

- (f) If the Regulator does not approve the Operator's proposed varied Reference Tariff, the Operator must submit a revised Scheduled Reference Tariff Variation Notice, addressing the Regulator's reasons for its decision to not approve the varied Reference Tariff.

Tax Changes Variation

11.4 Tax Changes Variation means the following mechanism:

- (a) The Operator has established the Reference Tariff for the Reference Service on the basis of forecast expenses for certain Taxes for the Current Access Arrangement Period being included in the Operator's forecast operating expenditure (**Included Taxes**).
- (b) If a Tax Change occurs during the Current Access Arrangement Period, to the extent that the Tax Change changes any expenditure incurred or to be incurred by the Operator or any of its Related Bodies Corporate in providing pipeline services, then:
 - (i) if the changes in expenditure incurred or to be incurred as a result of the Tax Change are such as would be incurred by a prudent service provider acting efficiently, in accordance with accepted good industry practice, to achieve the lowest sustainable cost of delivering pipeline services (**Rule 91 Criteria**) and the changed amount of the relevant Included Tax is lower than the amount for that relevant Included Tax that was included in the forecast operating expenditure for the Current Access Arrangement Period - the Operator must vary the Reference Tariff to deal with the financial impact of the Tax Change; and
 - (ii) if the changes in expenditure incurred or to be incurred as a result of the Tax Change satisfy the Rule 91 Criteria and the changed amount of the relevant Included Tax is higher than the amount for that relevant Included Tax that was included in the forecast operating expenditure for the Current Access Arrangement Period - the Operator may vary the Reference Tariff to recover the financial impact of the Tax Change.
- (c) Before the Operator varies the Reference Tariff under clause 11.4(b), the Operator must provide a written notice to the Regulator (**Tax Change Notice**) which:
 - (i) in the case of a Tax Change where the changed amount of the relevant Included Tax and is lower than the amount for that relevant Included Tax that was included in the forecast operating expenditure for the Current Access Arrangement Period – is submitted within 30 Business Days of the date when the Operator became aware of the relevant Tax Change;
 - (ii) outlines the amount of the relevant Included Tax that was included in the forecast operating expenditure in the Current Access Arrangement Period (if any);
 - (iii) provides evidence of the amount of the Tax Change;
 - (iv) provides evidence that the Tax Change satisfies the Rule 91 Criteria;
 - (v) specifies the scope of the financial impact of the Tax Change;
 - (vi) outlines the calculation of the proposed variation to the Reference Tariff as a result of the Tax Change; and
 - (vii) states the effective date for the variation to the Reference Tariff to take effect.
- (d) The Operator must not vary the Reference Tariff under clause 11.4(b)(ii) unless:
 - (i) the Operator provides a Tax Change Notice to the Regulator; and
 - (ii) the Regulator, after considering the Tax Change Notice, gives prior written approval to the variation.
- (e) The Operator may submit one or more Tax Change Notices each Year. Each Tax Change Notice may incorporate a number of claims relating to different Tax Changes.
- (f) The minimum notice period for a Tax Change Notice to be issued before a variation to the Reference Tariff commences to have effect is 30 Business Days.

- (g) If the Tax Change Notice results in a reduction in the Reference Tariff, the Operator must, within 50 Business Days of the date of the Tax Change Notice pay each Shipper for a Reference Service an amount equal to the difference between:
 - (i) the Charges actually paid by the Shipper between the date of the Tax Change and the date of the variation to the Reference Tariff commenced to have effect; and
 - (ii) the Charges that the Shipper would have paid for that period if the variation to the Reference Tariff had taken effect on the Date of the Tax Change.
- (h) If the Tax Change Notice results in an increase in the Reference Tariff, the Operator may, within 50 Business Days of the date of the Tax Change Notice invoice each Shipper for a Reference Service an amount equal to the difference between:
 - (i) the Charges actually paid by the Shipper between the date of the Tax Change and the date of the variation to the Reference Tariff commenced to have effect; and
 - (ii) the Charges that the Shipper would have paid for that period if the variation to the Reference Tariff had taken effect on the Date of the Tax Change.
- (i) Any variation to the Reference Tariff under this clause 11.4 arising from the imposition of a tax not in force as at the time that the Reference Tariff was set for the Current Access Arrangement Period must be applied appropriately to either the Capacity Reservation Tariff (if the new Tax relates to a fixed cost), or the Commodity Tariff (if the new Tax relates to a variable cost).
- (j) Nothing in this clause prevents the Operator seeking judicial review of a decision of the Regulator under clause 11.4.

New Costs Pass Through Variation

11.5 New Costs Pass Through Variation means the following mechanism:

- (a) The Operator may recover certain expenses it or its Related Bodies Corporate incur or are to incur if (but only if) the expenses:
 - (i) are or will be incurred as a result of circumstances beyond the control of the Operator or the relevant Related Body Corporate;
 - (ii) satisfy the criteria in NGR 91(1) for operating expenditure;
 - (iii) were not included in the Operators' forecast operating expenditure at the time at the revisions to the Access Arrangement were approved;
 - (iv) were not included in the Total Revenue for one or more years of the Current Access Arrangement.
- (b) Expenses which satisfy all criteria in clause 11.5(a) result in a Cost Pass Through Event.
- (c) Cost Pass Through Events which can be recovered through the operation of the mechanism in clause 11.5 are:
 - (i) Carbon Costs (including any Carbon Costs attributable to the operation of the DBNGP whether incurred by the Operator directly, by payment to any third party or by reimbursement to any of its Related Bodies Corporate where any of those persons are liable for the payment of such Carbon Costs);
 - (ii) a Change in Law and costs associated with a Change in Law; and
 - (iii) additional costs not included in the forecast operating expenditure that arise from a change in the type or level of the fees payable to the Land Access Minister under any Access Right relating to the DBNGP and granted under the *Dampier to Bunbury Pipeline Act 1998*.
- (d) Before the Operator varies the Reference Tariff under this clause 11.50, the Operator must obtain written approval from the Regulator to vary the Reference Tariff by providing a notice to the Regulator (**Cost Pass Through Event Notice**) which:

- (i) must include the substantiation for the Cost Pass Through Event justifying an increase to the operating expenditure that is used to calculate the Total Revenue for each year of the Current Access Arrangement Period;
 - (ii) provides evidence –
 - A. as to how the Cost Pass Through Event has increased the operating expenditure of the Operator or its Related Bodies Corporate in their roles as service providers on the DBNGP, and
 - B. that the expenses associated with the Cost Pass Through Event satisfy the Rule 91 Criteria;
 - (iii) specifies the scope of the financial impact of the Cost Pass Through Event;
 - (iv) outlines the calculation of the proposed variation to the Reference Tariff as a result of the Cost Pass Through Event; and
 - (v) states the effective date for the variation to the Reference Tariff to take effect.
- (e) The Operator may submit one or more Cost Pass Through Notices each Year. Each Cost Pass Through Notice may incorporate a number of claims relating to different Cost Pass Through Events.
- (f) The minimum notice period for a Cost Pass Through Notice to be issued before a variation to the Reference Tariff commences to have effect is 30 Business Days.
- (g) The Operator must not vary the Reference Tariff under clause 11.5(a) unless:
- (i) the Operator provides a Cost Pass Through Event Notice to the Regulator; and
 - (ii) the Regulator, after considering the Cost Pass Through Event Notice, gives prior written approval to the variation.
- (h) If the New Costs Pass Through Variation results in a reduction in the Reference Tariff by an amount of one per cent or greater, the Operator must, within 50 Business Days of the date of the Cost Pass Through Event Notice pay each Shipper for a Reference Service an amount equal to the difference between:
- (i) the Charges actually paid by the Shipper between the date of the Cost Pass Through Event and the date that the variation to the Reference Tariff commenced to have effect; and
 - (ii) the Charges that the Shipper would have paid for that period if the variation to the Reference Tariff had taken effect on the Date of the Cost Pass Through Event.
- (i) If the New Costs Pass Through Variation results in an increase in the Reference Tariff by an amount of one per cent or greater, the Operator may, within 50 Business Days of the date of the Cost Pass Through Event Notice invoice each Shipper for a Reference Service an amount equal to the difference between:
- (i) the Charges actually paid by the Shipper between the date of the Cost Pass Through Event and the date that the variation to the Reference Tariff commenced to have effect; and
 - (ii) the Charges that the Shipper would have paid for that period if the variation to the Reference Tariff had taken effect on the Date of the Cost Pass Through Event.
- (j) Any variation to the Reference Tariff under this clause 11.5 must be applied appropriately to either the Capacity Reservation Tariff (if the new Tax relates to a fixed cost), or the Commodity Tariff (if the new Tax relates to a variable cost).
- (k) Nothing in this clause prevents the Operator seeking judicial review of a decision of the Regulator under clause 11.5.

12. CAPITAL CONTRIBUTIONS

Capital Contributions made or to be made

- 12.1 Shippers have made capital contributions to Operator's capital expenditure during the earlier access arrangement period and may, in the Current Access Arrangement Period, make capital contributions to Operator's capital expenditure (or the purposes of this clause, each such Shipper is defined as a **Funding Shipper**).

Third party use of Funded Capital Expenditure

- 12.2 Capital expenditures to which Funding Shippers have made (or will make as the case may be) capital contributions (Funded Capital Expenditure) have created (or will create) pipeline assets (Contributed Assets) which are used (or will be used) in the provision of pipeline services, and which may be used in provision of a pipeline service.

Capital Contributions included in the capital base

- 12.3 Funded Capital Expenditure has been rolled into the capital base of the DBNGP.

No benefit by Operator from Funded Capital Expenditure

- 12.4 The Operator and Nominees will not benefit, through increased revenue, from each amount of Funded Capital Expenditure that has been rolled into the capital base through the following mechanism:
- (a) Subject to clause 12.4(b), Funded Capital Expenditure is included in the Total Revenue determined for each year of the Current Access Arrangement Period on the basis that, the portion of the Total Revenue for each year of the Current Access Arrangement that equals the sum of the return on the Funded Capital Expenditure and the depreciation of the Funded Capital Expenditure will not be allocated to any pipeline service.
 - (b) Operator may levy a charge on any Shipper other than a Funding Shipper (Shipper Specific Facilities Charge) if:
 - (i) Shipper requests a pipeline service and, to provide that service, Operator must use contributed assets;
 - (ii) Operator's contract with a Funding Shipper (Contributing Agreement) requires payment to the Funding Shipper for use by other Shippers of those contributed assets;
 - (iii) the Shipper Specific Facilities Charge is equal to the amount the Operator is required to pay to the Funding Shipper to which the contributed assets relate; and
 - (iv) Operator pays the proceeds from the levy of the Shipper Specific Facilities Charge to the relevant Funding Shipper in accordance with the terms of the Contributing Agreement.

13. FIXED PRINCIPLES

13.1 The following are Fixed Principles in accordance with NGR 99:

- (a) [DELETED]
- (b) The revenue earned by Operator during the period commencing on 1 July 2005 and ending on 31 December 2015 from the sale of any services which is in excess of the amount (in net present value terms) equal to the sum of:
 - (i) the revenue that would have been earned had any of those services which were Full Haul services been sold at the Reference Tariff for T1 Service; and
 - (ii) the revenue actually earned from the sale of those services which were services other than Full Haul services,must not:
 - (iii) be taken into account directly or indirectly for the purposes of setting a Reference Tariff or determining or applying any aspect of the price and revenue elements of the Access Arrangement which applies on or after 1 January 2011; or
 - (iv) otherwise be taken into account directly or indirectly by the relevant Regulator in performing any of its functions under the NGA, NGL or NGR.
- (c) The method used to adjust the Reference Tariff for Rebateable Non-Reference Service revenue (**Rebate Mechanism**), as described in Annexure A5. For the avoidance of doubt, the Rebate Mechanism applies across access arrangement periods to the extent necessary to allow the rebateable non-reference service revenue earned in one access arrangement period to be fully rebated.

13.2 For the purposes of the Fixed Principle referred to in clause 13.1(b) of this Access Arrangement, the fixed period is until 31 December 2031.

13.3 For the purpose of the Fixed Principle referred to in clause 13.1(c) of this Access Arrangement, the fixed period is until the earlier of:

- (a) 31 December 2027; and
- (b) the date when the rebateable non-reference service revenue earned during the period 1 January 2021 to 31 December 2025 has been fully rebated in accordance with the Fixed Principle in clause 13.1(c).

14. REVISION AND COMMENCEMENT DATE

- 14.1 The Current Access Arrangement Period commences on 1 July 2021.
- 14.2 Notwithstanding clause 14.1, as a result of the operation of NGR 92(4), unless the context otherwise requires, a reference to the Current Access Arrangement Period includes the period from 1 January 2021 to 30 June 2021.
- 14.3 The review submission date for the Current Access Arrangement is 1 January 2025.
- 14.4 The revision commencement date for the Next Access Arrangement is 1 January 2026.

15. OPERATING COST EFFICIENCY INCENTIVE MECHANISM

15.1 An operating cost efficiency incentive mechanism will apply to operating expenditure. The operating cost efficiency incentive mechanism is called the E Factor.

15.2 The E Factor operates in the following way:

- (a) the Operator will retain the benefit of actual operating expenditure being lower, or incur the cost of actual operating expenditure being higher, than forecast operating expenditure included in the total revenue in each year of the access arrangement period;
- (b) the mechanism carries forward the Operator's incremental efficiency gains (or losses) relative to the E Factor benchmark approved by the ERA for five years from the year those gains (or losses) occur;
- (c) the E Factor benchmark is the total operating expenditure forecast approved by the ERA, less the E Factor exclusions listed in clause 15.11 below;
- (d) the incremental efficiency gains (or losses) are referred to as E Factor incentives;
- (e) annual E Factor carryover amounts accrue in each year of the subsequent access arrangement period as the summation of the E Factor incentives in the immediately prior access arrangement period that are carried forward for five years or less into the relevant year;
- (f) the E Factor carryover amounts are added to the Operator's total revenue in each year of the subsequent access arrangement period; and
- (g) if necessary, the annual E Factor carryover amount is carried forward into the access arrangement period commencing 1 January 2026 until it has been retained by the Operator for a period of five years.

15.3 E Factor incentives are calculated using the formulae below. Adjusted target and actual amounts are used to calculate the incentive amounts.

15.4 There are no E Factor incentive amounts that apply to the access arrangement period commencing 1 January 2021, as the scheme was not in place during the previous access arrangement period (1 January 2011 to 31 December 2015).

15.5 For the first application of the scheme in 2021, the E Factor incentive amount for the first year of the access arrangement period is expressed mathematically as:

$$E_1 = B_1 - A_1$$

where:

E_1 is the E Factor incentive for 2021;

B_1 is the E Factor benchmark for 2021; and

A_1 is the actual operating expenditure less E Factor exclusions for 2021.

15.6 For savings that arise in the second to fifth year of the access arrangement period, and each year of subsequent access arrangement periods, the E Factor incentive is calculated as:

$$E_t = (B_t - A_t) - (B_{t-1} - A_{t-1})$$

where:

E_t is the E Factor incentive in year t;

B_t, B_{t-1} is the E Factor benchmark for the years t and t-1 respectively; and

A_t, A_{t-1} is the actual operating expenditure less E Factor exclusions for the years t and t-1 respectively.

15.7 Because the revenue determination for the subsequent access arrangement will occur prior to the completion of the access arrangement period, operating expenditure for the final, fifth year will be estimated as follows:

$$A_5 = B_5 - (B_4 - A_4)$$

where:

A_5 is the estimate of operating expenditure less E Factor exclusions for the fifth year of the access arrangement period;

B_5 is the E Factor benchmark for the fifth year of the access arrangement period;

B_4 is the E Factor benchmark for the fourth year of the access arrangement period; and

A_4 is the actual operating expenditure less E Factor exclusions for the fourth year of the access arrangement period.

15.8 To ensure efficiency gains or losses made in the fifth year of the access arrangement period are retained for five years, E Factor benchmarks for the subsequent access arrangement period will be forecast in a manner consistent with the estimate for operating expenditure in the fifth year of the access arrangement period (A_5 in clause 15.7 above). This provides the Operator the same reward had the expenditure level in the final year been known.

15.9 The E Factor incentives are carried over from year to year in real dollars to ensure that these gains (or losses) are not eroded by inflation. The price index or indices used in this calculation are to be consistent with those used to forecast operating expenditure for the access arrangement period.

15.10 Increments or decrements from the summation of E Factor incentives calculated in accordance with the approved incentive mechanism in the access arrangement period will give rise to an additional 'building block' in the calculation of the Total Revenue amounts for each year of the subsequent access arrangement period.

15.11 The annual E Factor benchmark is the total annual operating expenditure forecast approved by the ERA, less the following E Factor exclusions:

- (a) movement in provisions;
- (b) any operating expenditure sub-category not forecast using a top-down, revealed cost approach. These costs:
 - (i) may include, but are not limited to, operating costs incurred by the Operator relating to:
 - A. system use gas; and
 - B. non-recurrent operating expenditure.
 - (ii) must not include operating expenditure previously classified as capital expenditure that was forecast on a bottom-up basis.
- (c) any operating expenditure amount not included in the ERA approved operating expenditure forecast, but that meets the requirements of Rule 91(1) and was incurred for the purpose of reducing capital expenditure;
- (d) the Operator will adjust the E Factor benchmark to include the forecast operating expenditure arising from the cost pass through event or ERA approved expenditure arising from cost pass through events which apply in respect of that year; and
- (e) any other operating expenditure amount that the ERA agrees or requires the Operator to exclude from the E Factor benchmark.

15.12 Where the Operator changes its approach to classifying costs as either capital expenditure or operating expenditure during the access arrangement period, the Operator will adjust the E Factor benchmark to be consistent with the capitalisation policy changes to the effect that outcomes under the efficiency mechanism are not affected by the change in capitalisation policy.

15.13 For the avoidance of doubt, the E Factor benchmarks for the access arrangement period are presented in the following table.

E Factor benchmark amounts for the access arrangement period commencing 1 January 2021 (\$million, 2020)

	2021	2022	2023	2024	2025
Total forecast operating expenditure	92.21	89.50	88.67	78.05	78.20
<i>Less excluded costs</i>					
<i>System use gas</i>	20.39	19.56	18.40	13.74	13.10
<i>Turbine / gas engine alternator overhauls</i>	8.57	7.01	7.01	1.01	2.03
Total excluded costs	28.95	26.57	25.41	14.75	15.13
E Factor benchmark	63.26	62.93	63.26	63.30	63.06

16. DEFINITIONS

In this document, capitalised terms have the following meanings:

Access Arrangement means Operator's access arrangement for the DBNGP as approved, varied or substituted by the Regulator.

Access Contract means a contract between (among others) Operator and a Shipper for a Pipeline Service.

Access Contract Terms and Conditions means the terms and conditions for the Reference Services contained in Attachment 1, 2 and 3 as may be altered or varied by Operator from time to time.

Access Request means a request for access to a service provided by means of the DBNGP as described in clause 5.2 of this Current Access Arrangement.

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

AER means the Australian Energy Regulator.

Alcoa means Alcoa of Australia Limited ABN 93 004 879 298.

Annexure means an annexure to this Current Access Arrangement.

Annual Scheduled Variation of Reference Tariffs has the meaning given to it in clause 11.2 of this Current Access Arrangement.

B1 Capacity Reservation Tariff as at 1 January 2021 is the amount described as the "*B1 Capacity Reservation Tariff*" in clause 3.5(c)(i) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

B1 Commodity Tariff as at 1 January 2021 is the amount described as the "*B1 Commodity Tariff*" in clause 3.5(c)(ii) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

B1 Service means the service described in clause 3.5(a) of this Current Access Arrangement.

B1 Tariff as at 1 January 2021 is the amount described as the "*B1 Tariff*" in clause 3.5(c)(iii) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

Back Haul means a pipeline service where the inlet point for acceptance of gas into the DBNGP from the customer is downstream of the outlet point for delivery of gas to the customer.

BEP Agreement means an agreement between the Operator and Nominees and the owner of the BEP pursuant to which the Operator is granted a lease of the BEP Capacity (**BEP Lease**).

BEP Capacity means the capacity on the BEP with respect to which the Operator and Nominees are granted a lease of the capacity, pursuant to the BEP Agreement.

Business Day means any Monday, Tuesday, Wednesday, Thursday or Friday which is not gazetted as a public holiday in the Perth metropolitan area.

Capacity means the capacity in the DBNGP, as it is configured at the commencement of the Access Arrangement, to transport quantities of Gas from an Inlet Point to an Outlet Point.

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

Capacity Reservation Tariff means the T1 Capacity Reservation Tariff, P1 Capacity Reservation Tariff or B1 Capacity Reservation Tariff (as the case may require).

Carbon Cost means any costs arising in relation to the management of and complying with any obligations or liabilities that may arise under any Law in relation to greenhouse gas emissions. For the avoidance of doubt, such costs may include the costs reasonably incurred by the Operator or its Related Bodies Corporate of actions taken by any of them to reduce greenhouse gas emissions or

mitigate their effect, and the costs incurred by the Operator or its Related Bodies Corporate in acquiring and disposing of or otherwise trading emissions permits and any penalties reasonably incurred by any of the Operator or its Related Bodies Corporate in managing or complying with such obligations, provided that such penalties are not incurred as a result of the Operator or its Related Bodies Corporate failing to act as a Reasonable and Prudent Person.

Change in Law means the enactment or promulgation of any new Act of Parliament or regulation, the amendment of any existing Act or regulation, or a material change to the basis or method of calculation of any existing charge relating to:

- (a) the management or protection of the environment which is specifically directed at industries which consume hydrocarbon fuels;
- (b) the health and safety of workers;
- (c) access to the DBNGP Corridor; or
- (d) the operation and management of gas pipelines.

Change Request has the meaning given to it in clause 8.1 of this Current Access Arrangement.

Commencement Date means 08:00 hours on the date for commencement of the service set out in the Access Request executed by the Operator.

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

Commodity Tariff means the T1 Commodity Tariff, P1 Commodity Tariff or B1 Commodity Tariff (as the case may require).

Contracted Capacity in relation to a particular Reference Service, has the meaning given in the contract for that Reference Service.

Contributed Assets has the meaning given to it in clause 12.2 of this Current Access Arrangement.

Contributing Agreement has the meaning given to it in clause 12.4(b)(ii) of this Current Access Arrangement.

Corporations Act means Corporations Act 2001 (Cth).

Cost Pass Through Event has the meaning given to it in clause 11.5(b) of this Current Access Arrangement.

Cost Pass Through Event Notice has the meaning given to it in clause 11.5(d) of this Current Access Arrangement.

Coverage Criteria means the criteria in section 15 of the NGL.

Covered Pipeline means the Dampier to Bunbury Natural Gas Pipeline which is described in clause 2.

CPI Formula Variation has the meaning given to it in **Annexure A** of this Current Access Arrangement.

Current Access Arrangement means the Access Arrangement for the services on the DBNGP, the revisions for which commence in accordance with clause 14.1 of this document.

Current Access Arrangement Period means the period for the Current Access Arrangement that commences under clause 14.1 and ends on the revision commencement date for the Next Access Arrangement.

Daily Bid has the meaning given to it in clause 3.7(b)(i) of this Current Access Arrangement.

Daily Spot Bid Price has the meaning given to it in clause 3.7(b)(i) of this Current Access Arrangement.

DBNGP means the Covered Pipeline as it is configured at the commencement of the Access Arrangement Period as described in clause 2 of this Current Access Arrangement and any extension or expansion of the DBNGP which becomes covered under the Current Access Arrangement pursuant to clause 7 of this Current Access Arrangement.

Depreciation Schedule means the schedule described in the Access Arrangement Information.

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

DRP Approach means the approach to the estimation of the debt risk premium set out in of the Access Arrangement Information (Chapter 10 of the Final Plan).

ERA means the Economic Regulation Authority which is the independent economic regulator for Western Australia.

Forward Haul a pipeline service where the inlet point for acceptance of gas into the DBNGP from the customer is upstream of the outlet point for delivery of gas to the customer.

Full Haul service means a Forward Haul pipeline service on the DBNGP where the Inlet Point is upstream of mainline valve 31 (MLV31) on the DBNGP and the Outlet Point is downstream of Compressor Station 9 on the DBNGP.

Funded Capital Expenditure has the meaning given to it in clause 12.2 of this Current Access Arrangement.

Funding Shipper has the meaning given to it in clause 12.1 of this Current Access Arrangement.

Haulage Service means a Pipeline Service involving the contracting of capacity on the DBNGP.

Included Taxes has the meaning given to it in clause 11.4(a) of this Current Access Arrangement.

Incremental Services means Pipeline Services provided by means of an extension to, or expansion of the capacity of, the DBNGP.

Inlet Point means a flange joint or other point at which any shipper on the DBNGP has Contracted Capacity from time to time for the Delivery of Gas by it to the Operator.

Minimum Bid Price has the meaning given to it in clause 3.7(b)(iv).

New Costs Pass Through Variation has the meaning given to it in clause 11.5 of this Current Access Arrangement.

Next Access Arrangement means the Access Arrangement for the services on the DBNGP which will incorporate revisions and which will commence in accordance with clause 14.4.

Next Access Arrangement Period means the period for the Next Access Arrangement.

NGA means the *National Gas Access (WA) Act 2009 (WA)*.

NGL means the *National Gas Access (Western Australia) Law* being the provisions which apply because of section 7 of the NGA.

NGR means the *National Gas Rules* which are referred to in section 294 of the NGL.

Nominees means DBNGP (WA) Nominees Pty Limited ACN 081 609 289.

Non-Reference Service means any of the services referred to in clause 3.1(b) of this Current Access Arrangement.

Opening Capital Base has the meaning given in NGR 77.

Operator means DBNGP (WA) Transmission Pty Limited ACN 081 609 190.

Operator Entity means the Operator, all of the Operator's Related Bodies Corporate and all entities controlled (as that word is defined in the Corporations Act as at the Commencement Date) by any of the foregoing.

P1 Capacity Reservation Tariff as at 1 January 2021 is amount described as the "*P1 Capacity Reservation Tariff*" in clause 3.4(c)(i) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

P1 Commodity Tariff as at 1 January 2021 is amount described as the "*P1 Commodity Tariff*" in clause 3.4(c)(ii) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

P1 Service means the service described in clause 3.4(a) of this Current Access Arrangement.

P1 Tariff as at 1 January 2021 is amount described as the “*P1 Tariff*” in clause 3.4(c)(iii) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

Park and Loan Service is a service where the Operator agrees that a Shipper may deliver a quantity of Gas into the DBNGP at an Inlet Point on a Gas Day, without the Shipper taking delivery of that Gas at an Outlet Point on the same Gas Day (Park Service) or where the Operator agrees that a Shipper may take a quantity of Gas at an Outlet Point without supplying an equivalent quantity of Gas at an Inlet Point on the same Gas Day and consequently that Gas is delivered to Shipper out of linepack (Loan Service).

Part Haul service means a pipeline service to provide Forward Haul on the DBNGP which is not a Full Haul service and which includes, without limitation:

- (a) services where the Inlet Point is upstream of main line valve 31 on the DBNGP and the Outlet Point is upstream of Compressor Station 9 on the DBNGP;
- (b) services where the Inlet Point is downstream of main line valve 31 on the DBNGP and the Outlet Point is downstream of Compressor Station 9 on the DBNGP; and
- (c) services where the Inlet Point is downstream of main line valve 31 on the DBNGP and the Outlet Point is upstream of Compressor Station 9 on the DBNGP.

Pipeline Service means either a Reference Service or a Non-Reference Service.

Pre-existing Contractual Right means a “relevant protected contractual right” as defined in section 321 of the NGL.

Prior AA Access Requests has the meaning given to it in clause 5.4(i) of this Current Access Arrangement.

Prior Access Arrangement means the Access Arrangement as in force before the commencement of the Current Access Arrangement.

Prospective Shipper means an entity who wishes to be a Shipper on the DBNGP.

PTRM means the model known as the Post Tax Revenue Model developed by the AER.

Public Register means the register of spare capacity that a scheme pipeline service provider must establish and maintain under NGR 111.

Queue has the meaning given to it in clause 5.4(b) of this Current Access Arrangement.

RBA Index means the Reserve Bank of Australia, Aggregate Measures of Australian Corporate Bonds Spreads and Yields – F3, updated monthly.

Rebateable Non-Reference Service means a Non-Reference Service which is specified as rebateable, the revenue earned from which in a given year is used to reduce the Reference Tariff in the subsequent year, in accordance with NGR 93(4) and NGR 97(1), using the process described in Annexure A5.

Reference Service means the T1 Service, P1 Service or B1 Service.

Reference Tariff means one or both, as the case requires, of the Reference Tariff Components (and/or, where the case requires, the sum of those Reference Tariff Components) with respect to a particular Reference Service.

Reference Tariff Components means a Capacity Reservation Tariff or a Commodity Tariff (as the case may require).

Reference Tariff Variation Mechanism means clause 11 of this Current Access Arrangement as varied from time to time (including any replacement of, or variations to, the mechanisms thereunder, under a new, varied or replacement Access Arrangement).

Regulator has the meaning given in the NGA.

Related Body Corporate has the meaning given in the Corporations Act.

Risk Free Rate Setting Period means the period for the setting of inflation for first year of the Current Access Arrangement Period as set out in section 2.4 of the Access Arrangement Information.

Shipper means the shipper specified in the Access Request.

Shipper Specific Facilities Charge has the meaning provided in clause 12.4(b) of this Current Access Arrangement.

Spare Capacity has the meaning given to that term in the NGA.

Spot Capacity means any capacity on the DBNGP on a Gas Day (being the capacity available after all Nominations for Reserved Capacity for that Gas Day have been allocated by the Operator for that Gas Day), which capacity, is, according to the Operator (acting in good faith) available for purchase.

Spot Capacity Service means a service for Spot Capacity by way of one or more Spot Transactions.

Spot Market Rules means the rules published by the Operator from time to time to apply to Spot Capacity Service and the market for Spot Capacity, which the Operator will make available on its website.

Spot Transaction means a transaction for a Spot Capacity Service between the Operator and Shipper in accordance with the Spot Transaction Terms and Conditions.

Spot Transaction Terms and Conditions means the terms and conditions for the Spot Capacity Service as determined by negotiation with Shippers and Prospective Shippers, which terms and conditions are consistent with the principles and objectives in clause 3.7(a) of this Current Access Arrangement.

System Use Gas means Gas used by the Operator for the following purposes:

- (a) replacing Gas consumed in the operation of the DBNGP (including, but not limited to:
 - (i) compressor fuel;
 - (ii) gas engine alternator fuel;
 - (iii) heater fuel; and
 - (iv) increases to linepack, other than:
 - (A) when caused by or for the purposes of a supply of linepack gas to a third party under a balancing or back up service arrangement; or
 - (B) repacking the linepack of the DBNGP after an Expansion which involves looping of the pipeline); and
- (b) replacing gas which leaks or otherwise escapes from the DBNGP (whether in normal operational circumstances or due to any rupture or other abnormal leakage) and Gas vented as part of the normal operation of the DBNGP.

T1 Capacity Reservation Tariff as at 1 January 2021 is amount described as the "*T1 Capacity Reservation Tariff*" in clause 3.3(c)(i) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

T1 Commodity Tariff as at 1 January 2021 is amount described as the "*T1 Commodity Tariff*" in clause 3.3(c)(ii) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

T1 Service means the service described in clause 3.3(a) of this Current Access Arrangement.

T1 Tariff as at 1 January 2021 is amount described as the "*T1 Tariff*" in clause 3.3(c)(iii) of this Current Access Arrangement, and thereafter, such amount as varied pursuant to the Reference Tariff Variation Mechanism from time to time.

Tax means a tax, levy, charge, impost, fee, deduction, withholding or duty of any nature (other than income tax, capital gains tax, fines or penalties).

Tax Change means:

- (a) any Tax which was not in force as at the commencement of the Current Access Arrangement Period is validly imposed on the Operator or any of its Related Bodies Corporate;
- (b) any Tax which was in force and validly imposed on the Operator or any of its Related Bodies Corporate as at the commencement of the Current Access Arrangement Period is repealed;

- (c) the rate at which a Tax is levied is validly varied from the rate prevailing as at the commencement of the Current Access Arrangement Period; or
- (d) the basis on which a Tax is levied or calculated is validly varied from the basis on which it is levied or calculated as at the Execution Date.

Tax Change Notice has the meaning given to it in clause 11.4(c) of this Current Access Arrangement.

Tax Changes Variation has the meaning given to it in clause 11.4 of this Current Access Arrangement.

Third Party has the meaning given to it in clause 6.

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

Trailing Average Cost of Debt Annual Update has the meaning given to it in **Annexure A** of this Current Access Arrangement.

16.2 Unless the context otherwise requires, terms used in capitals in this Current Access Arrangement have:

- (a) the meaning given above in this clause 16;
- (b) if no meaning is given above in this clause 16, the meaning given in the Access Contract Terms and Conditions; and
- (c) if no meaning is given above in this clause 16 or in the Access Contract Terms and Conditions, the meaning given in the NGA, NGL, or the NGR.

16.3 Terms used in capitals in the Access Arrangement Information have the same meaning as if they were included in the Current Access Arrangement, unless the context otherwise requires.

17. ATTACHMENTS

- Attachment 1 - *Description of the Dampier to Bunbury Natural Gas Pipeline System (as at 15 September 2019)*
- Attachment 2 - *T1 Reference Service Terms and Conditions*
- Attachment 3 - *P1 Reference Service Terms and Conditions*
- Attachment 4 - *B1 Reference Service Terms and Conditions*

18. ANNEXURE A

A1 Annual Scheduled Variation of Reference Tariffs

- 18.1 The Service Provider has adopted a ‘tariff basket price cap’ approach as the manner in which Reference Tariff Components may vary within this Access Arrangement Period.
- 18.2 The Service Provider may in its discretion vary any Reference Tariff Component annually (each annual period being a Variation Year) subject to the limit on the varied Reference Tariff Components and the limit on movement of the weighted average tariff basket described below. That method and formulas, which were specified in the decision on this Access Arrangement for this Access Arrangement Period, are set out below in the ‘CPI formula variation’ of the Access Arrangement (**Annexure A2**).
- 18.3 The Service Provider has also adopted a ‘trailing average’ approach to estimate the Debt Risk Premium used to determine the Reference Tariff. The trailing average approach is a method of the type referred to in the ERA Final Rate of Return Guidelines (2018). The change in Total Revenue which results from use of that method must be effected through the automatic application of a formula. That method and formulas, which were specified in the decision on this Access Arrangement for this Access Arrangement Period, are set out below in the ‘Trailing average cost of debt variation’ of the Access Arrangement (**Annexure A3**).
- 18.4 The formula effects a change in Total Revenue in each year of the Access Arrangement Period. The change in Total Revenue requires an annual adjustment to the Reference Tariff. The Reference Tariff calculated by the Service Provider must be less than or equal to the Reference Tariff calculated by the model, developed by the ERA, after applying the ‘Trailing average cost of debt variation’ of the Access Arrangement (**Annexure A3**).
- 18.5 The Service Provider has also specified Rebateable Non-Reference Services in clause 3.1, the revenue from which in any given year is to be used to alter the Reference Tariff in the following year following the approach outlined in “Adjustments for Rebateable Non-Reference Services” (**Annexure A5**).
- 18.6 Any annually varied Reference Tariff Component will be effective 1 January of each regulatory Year.

A2 CPI formula variation

Limit on varied Reference Tariff Components and the Tariff Basket for Access Arrangement Period (years) 2022, 2023, 2024 and 2025

- 18.7 Each Reference Tariff Component may be varied by the Service Provider provided the varied Reference Tariff Component satisfies the following conditions.

Limit on varied Reference Tariff Components

- 18.8 This variation of each Reference Tariff will be effected by adjustment on 1 January in each of the years 2022, 2023, 2024 and 2025 in accordance with CPI on the following basis:

$$Tariff_N^{ij} \leq Tariff_R^{ij} \times \frac{CPI_{Sep(N-1)}}{CPI_{Sep2018}}$$

where:

$Tariff_N^{i,j}$ is the tariff value of Reference Service and Reference Tariff Component as varied from 1 January of the Variation Year N;

$Tariff_R^{i,j}$ is the tariff value in real 31 December 2019 dollar as calculated by the Tariff Model after the Annual Update of Trailing Average Cost of Debt for Reference Service and Reference Tariff Component j as varied from 1 January of the Variation Year N;

R is the tariff calculated by the Tariff Model for the Variation Year N in real 31 December 2019 dollars;

N is the Variation Year 2022, 2023, 2024 and 2025;

i is the Reference Service with:

$i=1$ being T1 Service;

$i=2$ being P1 Service; and

$i=3$ being B1 Service

j is the Reference Tariff Component with:

$j=1$ being Capacity Reservation Tariff;

$j=2$ being Commodity Tariff; and

$CPI_{Sep(N-1)}$ is the value of the CPI All Groups, Weighted Average of Eight Capital Cities as published by the Australian Bureau of Statistics for 30 September of the year (N-1) as a proxy to 31 December year N CPI for which the Reference Tariff is being adjusted; and

$CPI_{Sep2018}$ is the value of the CPI All Groups, Weighted Average of Eight Capital Cities as published by the Australian Bureau of Statistics for quarter ending on 30 September 2018.

Price Path of Tariff Variation

18.9 At each annual update of the tariff variation mechanism, only the latest tariff that is relevant to the variation year will be calculated and applied for the variation year. The remaining years of the Access Arrangement period will have the same tariff as that in the variation year. At the same time, the NPV of the Tariff Revenue will be computed each year using the previous (given) annual revenue values and the (updated estimated) future revenue values. The resulting NPV of the Tariff Revenue will be equal to the approved Total Revenue of the access arrangement period, which was set out in the Access Arrangement Final Decision, albeit updated for the change in debt risk premium contributing to the rate of return and rebated revenue.

A3 Trailing average cost of debt variation

- 18.10 The mechanism for the annual update of the trailing average cost of debt is included in the reference tariff variation mechanism. This will augment the other proposed annual adjustments, such as the CPI tariff variation.
- 18.11 The annual update of the trailing average debt risk premium component of the rate of return in each year starting from 1 January 2017 of the Access Arrangement Period is to be calculated by applying the following formula:

$$TA\ DRP_0 = \frac{\sum_{t=0}^{-9} DRP_t}{10}$$

where

$TA\ DRP_0$ is the equally weighted trailing average of the DRP to apply in the following year as the annual update of the estimate used in the current year; and

DRP_t is the DRP estimated for each of the 10 regulatory years

$$t = 0, -1, -2, \dots, -9.$$

DRP_t refers to the DRP estimates in each year $t = 0, -1, -2, \dots, -9$, which are either:

the forward looking DRP estimators for the calendar year 2022, 2023, 2024 or 2025, estimated during the 20 trading days averaging period, using the method set out in the ERA's December 2018 *Rate of Return Guideline* (available [here](#)); or

the published DRP_t estimates, derived from the Reserve Bank of Australia 10 year BBB credit spread to swap interpolated daily data (for years prior to 2015) and from the ERA's estimate of the DRP for years 2015 to 2021, as follows, as set out in the Final Decision:

calendar year 2012: DRP2012: 3.168 per cent;
calendar year 2013: DRP2013: 3.043 per cent;
calendar year 2014: DRP2014: 2.251 per cent;
calendar year 2015: DRP2015: 2.070 per cent;
calendar year 2016: DRP2016: 2.612 per cent.
calendar year 2017: DRP2017: 2.274 per cent
calendar year 2018: DRP2018: 1.756 per cent
calendar year 2019: DRP2019: 1.712 per cent
calendar year 2020: DRP2020: 1.995 per cent
calendar year 2021: DRP2021: 1.712 per cent

- 18.12 The first annual update will apply for the tariff variation for the 2022 calendar year. As noted, all annual updates of the debt risk premium should be determined consistent with the automatic formulas summarised in Appendix 7 of the Explanatory Statement to the ERA's December 2018 *Rate of Return Guideline* (available [here](#)). The resulting automatic annual adjustment to the rate of return, based on the outputs of the updating of the tariff model for the revised debt risk premium for the regulatory year, should be incorporated in the relevant Annual Tariff Variation.
- 18.13 The ERA required that DBP nominate averaging periods for each of 2022, 2023, 2024 and 2025 consistent with Appendix 7 of the Explanatory Statement to the ERA's December 2018 *Rate of*

Return Guideline. The averaging period for each year's debt risk premium estimates will be 20 consecutive trading days. This averaging period must fall within a window at least two months prior to, but no longer than six months before the regulatory period. The averaging periods must be nominated prior to the ERA's Final Decision. The ERA does not require the nominated 20 trading day averaging period for each of the four years to be identical periods – only that they occur in the above window in each period.

A4 Automatic formulas for updating the Debt Risk Premium

- 18.14 The forward looking estimates of the debt risk premium (**DRP**) for each regulatory year will be estimated using the ERA's Revised Bond Yield Approach as described in the ERA's December 2018 *Rate of Return Guideline* (available [here](#)). Resulting estimates of the DRP will be included in the trailing average of the DRP.
- 18.15 [DELETED].
- 18.16 The first estimate of the DRP using the Revised Bond Yield Approach is that made for the 20 day period ending 27 November 2020, which has been included in the trailing average estimate of the DRP for calendar year 2021 included in the Final Decision.
- 18.17 The next DRP estimate that will be made will be based on the nominated 20 days falling in the period July to October 2021 (for DRP2022). That next DRP estimate will be incorporated in the trailing average DRP (that is, TA DRP2022), and hence the updated rate of return, which will then apply in 2022 through the annual tariff variation.
- 18.18 The method of automatic formulas applies for updating the estimates of the DRP, and will remain unchanged for the duration of the AA5 period, and hence will apply for the estimates made for DRP2022, as well as for the estimates DRP2023, DRP2024 and DRP2025. They are described in the ERA's December 2018 *Rate of Return Guideline* (available [here](#))

A5 Adjustments for Rebateable Non-Reference Services

- 18.19 The Spot Capacity Service, Peaker Service, Other Reserved Service and Ullage Service have been specified as Rebateable Non-Reference Services in accordance with the requirements of NGR 93(3) and NGR 93(4). Seventy percent of the revenue generated from the sale of these rebateable services will be applied to reduce the Reference Tariff.
- 18.20 Seventy percent of the revenue generated from the sale of the rebateable services specified in clause 18.19 ("**Rebateable Amount**") will be applied to reduce the Reference Tariff as follows.
- (a) The Rebateable Amount generated in each of the periods specified in Column A below will be applied to reduce the Reference Tariff for the adjacent period in Column B below.

Period	Column A	Column B
1	1 January 2021 until 30 September 2021	1 January 2022 until 31 December 2022
2	1 October 2021 until 30 September 2022	1 January 2023 until 31 December 2023
3	1 October 2022 until 30 September 2023	1 January 2024 until 31 December 2024
4	1 October 2023 until 30 September 2024	1 January 2025 until 31 December 2025
5	1 October 2024 to 30 September 2025	1 January 2026 until 31 December 2026
6	1 October 2025 to 30 September 2026	1 January 2027 until 31 December 2027

- (b) Before calculating the Rebateable Amount to be used to reduce the Reference Tariff in clause 18.20(c) the revenue generated from the sale of rebateable services for the relevant period (set out in Column A) must be adjusted:
- (i) for inflation, consistent with the method set out in Annexure A2, so that the nominal value of the revenue matches the nominal year (set out in Column B) in which the revenue is to be returned via a reduction to the Reference Tariff; and
 - (ii) for interest earned on the revenue, using the rate of return in the Tariff Model.
- (c) The Rebateable Amount will be applied to reduce the Reference Tariff by:
- (i) calculating the Rebateable Amount for the relevant period on a per gigajoule (full haul equivalent) per day basis by dividing the Rebateable Amount for the relevant period in Column A by the number of days and gigajoules specified as the “Full Haul Equivalent Capacity and throughput forecast” in the Tariff Model for the adjacent period in Column B; and then
 - (ii) subtracting, from the Reference Tariff that would have otherwise been calculated for the relevant period in Column B after applying all the other methods for the Annual Scheduled Variation of Reference Tariffs as set out in Annexure A, the amount calculated for that period under clause 18.20(c) **Error! Reference source not found.** and split between the Capacity Reservation Tariff and Commodity Tariff on the same ratio used in the Tariff Model to determine Reference Tariffs.