

Evoenergy's gas distribution network for Nowra

User Access Guide

Established Under National Gas Rules
Part 11

Version history

	Date	Description of change	Author
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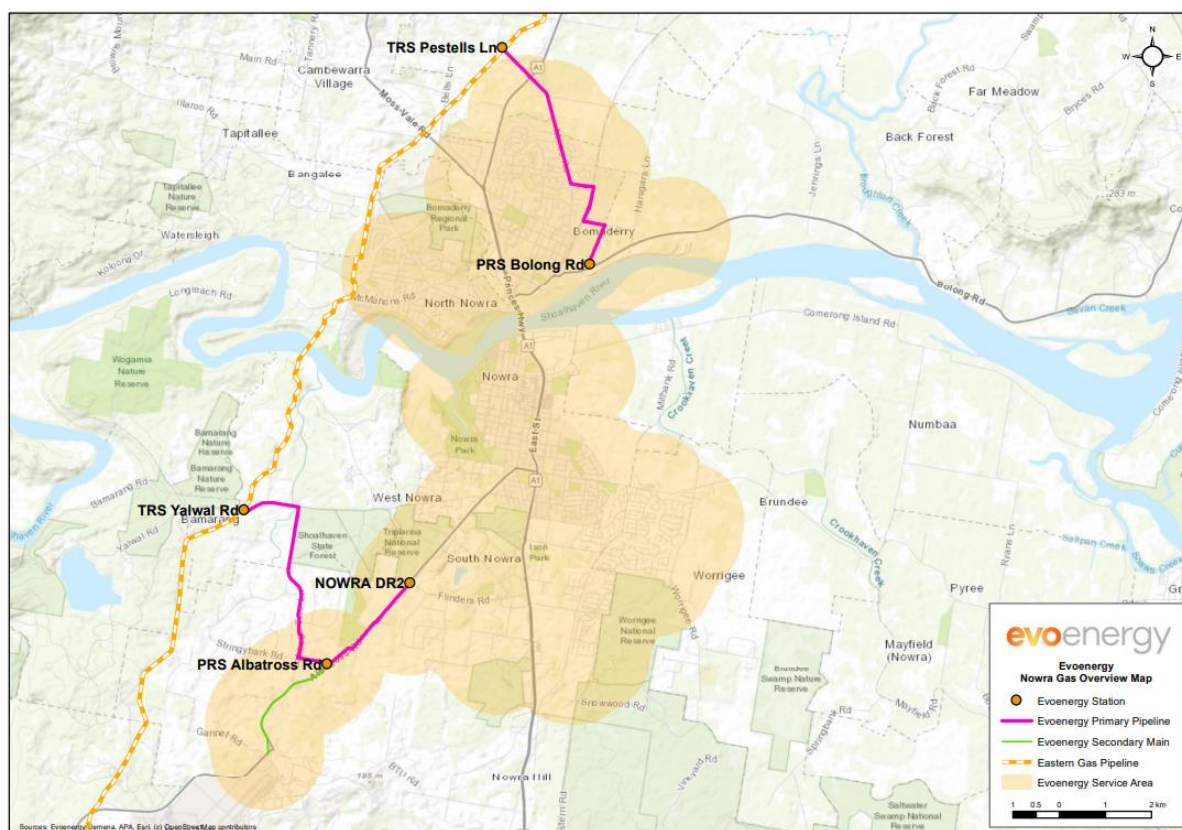
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1. Introduction

Evoenergy's Nowra gas distribution network distributes gas in the Nowra region of New South Wales.

Figure 1 Evoenergy's gas distribution network



2. About this User Access Guide

Evoenergy has prepared this User Access Guide (Guide) under Part 11 of the National Gas Rules (NGR) to provide information about how third parties can request and negotiate access to services offered on Evoenergy's Nowra gas distribution network (**Network**).

3. Service Provider and contact for enquiries

The service provider for the Network is the partnership of Icon Distribution Investments Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663 trading as **Evoenergy** ABN 76 670 568 668.

Jemena Asset Management Limited ABN 53 086 013 461 provides comprehensive management, operations and commercial services to Evoenergy for the Network.

Preliminary enquiries and access requests should be directed to:

Key Accounts Manager
Evoenergy & Key Accounts, Customer & Commercial Section
Jemena
Level 14, 99 Walker Street, North Sydney NSW 2060
Email: rfs@jemena.com.au
Phone: 02 9867 7000

4. Access to Evoenergy's gas services

Prospective Users have several options when seeking access to pipelines services on the Evoenergy Nowra Network:

- (a) commercial negotiations, or
- (b) negotiations under Part 11 of the National Gas Rules (NGR) (**NGR Part 11**).

We generally invite prospective customers to make a preliminary enquiry with us so that we can better understand your needs, and discuss your options and the potential services and terms that could be offered (see section 4.2.1). Engaging commercially on your service requirements may offer flexibility and an opportunity to better develop your access service requirements.

At any time you are free to make a request under the access negotiation process described in Part 11 of the NGR by lodging a formal access request (see section 4.2).

4.1. Commercial negotiations for access to network

If you are interested in obtaining access to network services, you should contact Jemena Asset Management on the address/email shown above. You should provide sufficient information about the service you are requesting to enable us to assess whether access can be provided.

We will respond promptly to your enquiry. If necessary, we or Jemena Asset Management may seek to meet with you to discuss your potential needs and to gather information to enable us to make an offer for access.

Evoenergy will always negotiate in good faith to reach agreement with you for network services.

4.2. Access requests under NGR Part 11

4.2.1. Preliminary enquiries

Evoenergy invites prospective Users seeking access to our Network to make preliminary enquiries prior to sending us an Access Request.

While there is no requirement to submit a preliminary enquiry, preliminary discussions can assist us in better understanding the service you are seeking and enable us to make an Access Offer promptly.

We will provide an initial response to your preliminary enquiry within 10 business days.

In some cases, we may be able to make an offer based on your preliminary enquiry, without the need for you to submit a formal Access Request.

Although you may have submitted a preliminary inquiry, at any time you may submit an Access Request containing the information outlined in section 4.2.2

Preliminary enquiries relating to access to the Evoenergy Network should be sent to the Jemena Asset Management representative listed in section **Error! Reference source not found..**

4.2.2. Making an access request

If you wish to make a formal access request under NGR Part 11 you should submit a written request for access (Access Request). The Access Request should identify that the request for access is made under Part 11 of the NGR and provide full details about the services sought, including:

- (a) Applicant's details
- (b) Contact Person and details
- (c) Service requested
- (d) Interconnection location / receipt and delivery points
- (e) Annual Contract Quantity (ACQ)
- (f) Maximum Daily Quantity (MDQ)
- (g) Maximum Hourly Quantity (MHQ)
- (h) Pressure requirements
- (i) Timing.

The Access Request should be forwarded to Jemena at the address/email shown in section 3.

Any information labelled as "Confidential Information" provided by you in this process will be treated as confidential and not shared with any other party without your express consent. We may propose the parties ensure a Confidentiality Agreement is executive to govern the exchange of confidential information.

If your Access Request does not include all the information required to prepare an Access Offer we will not be able to respond to it adequately (for instance, with an Access Offer). If this is the case, we will notify you of the missing information requirements and potentially whether further investigations are required. If required, we will meet with you to discuss the reasons for our assessment and the further information or investigations that may be required.

If further investigations are required, we will inform you of the scope and potential timeframes for those investigations within 10 business days of receiving the Access Request (or if we requested additional information, within 10 business days of receipt of that additional information).

Evoenergy will discuss our proposed scope and timing for the investigations with you, along with our reasons for considering investigations necessary. We both have a duty to negotiate in good faith in relation to whether access can be granted and the development of terms and conditions

for access and that duty of good faith also extends to the requirements, costs, terms and conditions, and timeframes applicable to any Evoenergy proposed further investigations.

If at any time you wish to amend your submitted Access Request, please let us know as soon as possible. We will assess the revised Access Request with a view to agreeing an extension to the period for Evoenergy to provide an Access Offer.

4.2.3. Making an offer or Access Offer

In some cases we may be able to make an offer acceptable to you based on further discussion and exchange of information in relation to your preliminary enquiry, without the need for you to submit a formal Access Request.

Unless we agree otherwise with you (noting an agreed timeframe would be influenced by the degree of complexity associated with the request), we will make an Access Offer in response to a formal Access Request:

- (a) where no further investigation is required in relation to the Access Request, within 20 business days after receiving a completed Access Request; or
- (b) where further investigation was required, within 60 business days of receiving the completed Access Request.

An Access Offer will:

- (a) set out the service we are offering;
- (b) set out the price and other terms and conditions on which we offer to provide the service;
- (c) contain the details of any works to be undertaken by you or us and any applicable technical and performance specifications; and
- (d) be in a form capable of acceptance by you so as to constitute a new distribution services agreement or form part of an existing services agreement.

Note: we do not need to make an Access Offer in the circumstances described in NGR Rule 105E(4).

4.2.4. Acceptance of Offer or Access Offer

Once we have made you an Access Offer, you may either accept it or choose to enter into negotiations with us under NGR Rule 105F.

An Access Offer will be valid for 30 business days. However, before or after the expiry date you may request an extension of this time from us and we will act reasonably in considering whether to extend the date for acceptance.

4.3. Negotiation

Once we have provided you with an offer or Access Offer it is open for you to enter into negotiations with us on the terms and conditions of access. Evoenergy would welcome discussion if there are any questions or concerns with the Access Offer, or if you wish to negotiate some of the terms for the service.

If you wish to enter formal negotiations under the NGR, you will need to notify us by contacting the representative nominated by us when providing the access terms and conditions, or the representative listed in section 3.

Upon receipt of a formal request to negotiate, we will take all reasonable steps to reach agreement on the timetable for the negotiation. The rest of this section addresses the process for formal negotiation under the NGR. We note that you have a right to refer an Access Dispute to arbitration under Chapter 5 of the NGL. The Access Dispute process is set out in Part 12 of the NGR.

You may request any Access Offer Information you consider necessary for the negotiation. Please contact the representative nominated by us in the Access Offer or send an email to representative listed in section 3 to notify us of your request for Access Offer Information.

Access Offer Information may include information:

- (a) about the method used to determine the price in an Access Offer and the inputs used in the calculation of the price; and/or
- (b) regarding the costs associated with the provision of the pipeline services sought by a user or prospective user.

We will comply with reasonable requests for Access Offer Information within 15 business days of the date you submit the request to our representative (or any longer period agreed with you).

Once we enter negotiations, either of us may request [Access Negotiation Information](#)¹ from the other party at any time during the course of negotiations.

In accordance with the NGR, Access Negotiation Information is stated to include the following information of the party to the negotiations from which information is sought:

- Access Offer Information; and
- any other information that the party may seek to rely on for the determination of an access dispute in relation to the subject matter of the negotiations.

This may include information prepared for the party such as expert reports and consultant reports, data sets, models and other documents or materials.

Each of us is obliged to comply with reasonable requests for within 15 business days of the Access Negotiation Information request (or any longer period agreed between us).

Any information provided to another party during negotiations that is not in the public domain will be treated as confidential and we may propose the parties agree a Confidentiality Agreement is executed to govern that information. The parties to a negotiation are only permitted to use or reproduce confidential information of another party for the purpose for which it was disclosed and must not disclose the confidential information except:

- (a) to a dispute resolution body for arbitration (the AER) or mediator;
- (b) with the consent of the other party;
- (c) to a professional or other adviser of the party who agrees with the party to maintain the confidentiality of the confidential information;
- (d) if it is required by, or necessary for the purposes of the NGR or the NGL;
- (e) if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or

¹ NGR 105G.

- (f) if the disclosure is authorised or required by a law of a participating jurisdiction or required by a competent regulatory body, and the person making the disclosure gives written details of the disclosure (including an explanation of the reasons for the disclosure) to the other party

A party to a negotiation not required to disclose:

- (a) information if it would breach a confidentiality obligation owed in respect of that information to an unrelated third party;
- (b) information that is the subject of legal professional privilege; or
- (c) documents that would disclose information subject to legal professional privilege.

During negotiations, each of us must:

- (a) negotiate in good faith pursuant to clause 148D of the NGL about:
 - (i) whether access can be granted to our services; and
 - (ii) if access is to be granted—the terms and conditions for the provision of access to our services;
- (b) seek to accommodate all reasonable requirements of the other parties to the negotiation regarding the timetable for negotiation; and
- (c) use reasonable endeavours to identify any other person who may become a party to an access dispute relating to the pipeline service the subject of the negotiations.

During negotiations, each of us is also entitled to submit an Access Dispute to arbitration (although this can be done no earlier than 15 business days after a notice requesting all Access Negotiation Information of another party).

At any time during negotiations, you may wish to accept our proposed Access Offer if it is still valid. You may at any time by notice to us bring negotiations to an end, whether or not you have referred an Access Dispute.

4.4. Arbitration

Either party may issue an Access Dispute notice but not until at least 15 business days after that party has issued a notice requesting all Access Negotiation Information of the other party. The Access Dispute notice is to be submitted to the scheme administrator (the AER) and accompanied by the applicable fee (if any).

An Access Dispute notice may be given in relation to a request:

- (a) for access to a pipeline service under a new access contract;
- (b) to add a new pipeline service to an existing access contract;
- (c) for a new access contract to take effect on the expiry of an existing access contract; and
- (d) for a pipeline service commencing after the expiry of the service term for the same service under an existing access contract.

An Access Dispute notice can be sent to the AER by email at aer inquiry@aer.gov.au.

The Access Dispute notice must be in writing and state:

- (a) the pipeline service to which the access dispute notice relates and, where applicable, the access request and the Access Offer made in response to the request;

- (b) the name and address of the person giving the notice;
- (c) the name and address of each other party to the access dispute; and
- (d) whether a party involved in the access dispute is a small shipper (if known to the person giving the notice).

Section 4.2.1 of the AER's Pipeline Access Dispute Guide contains the required content for an access dispute notice. If the materials included with the notice are lengthy (such as draft forms of agreement) then attachments (with an index) should be used.

Please note that the following matters are excluded from the Part 12 NGR Access Disputes process:

- a dispute about a pipeline service provided under an existing access contract;
- a request to vary the terms and conditions of access applicable to a pipeline service provided under an existing
- access contract for any part of the current service term for that pipeline service;
- an access request that would require the extension of a pipeline;
- a dispute about standard terms and conditions for secondary trading of capacity excluded from the operation of Part 12 by the NGL.

5. Interconnection Policy

Evoenergy's Nowra Interconnection Policy is available on Evoenergy's website:

<https://www.evoenergy.com.au/About-us/Gas-network/Nowra-gas-network>

Glossary of terms and acronyms

Term or acronym	Definition
ACQ	Annual Contract Quantity
AER	Australian Energy Regulator
GJ	Gigajoule – unit of measurement of energy consumption
NGL	National Gas Law
NGO	National Gas Objective
NGR	National Gas Rules
NSW	New South Wales
MDQ	Maximum Daily Quantity
MHQ	Maximum Hourly Quantity
PJ	Petajoule– unit of measurement of energy consumption
TJ	Terajoule – unit of measurement of energy consumption
The Rules or Rules	National Gas Rules
TRS	Trunk Receiving Station