

NOWRA GAS NETWORK

USER ACCESS GUIDE ESTABLISHED UNDER NATIONAL GAS RULES PART 11

Evoenergy has established this Guide to provide information about how third parties can request and negotiate access to services offered on Evoenergy's Nowra gas distribution network (**Network**).

1. Service Provider and contact for enquiries

The service provider for the Network is Icon Distribution Investments Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663 trading as **Evoenergy** ABN 76 670 568 688.

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: rf@jemena.com.au
Phone: 02 9867 7000

2. Seeking access to the Network

2.1 Options to request access to Network

You have the choice of obtaining access to the Network by:

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

You do not have to lodge a formal access request under NGR Part 11 to obtain access to the Network and we encourage you to commence commercial negotiations with us before deciding whether to lodge an Access Request under NGR Part 11. You can elect at any time to initiate the Part 11 process even if you have commenced commercial negotiations with us.

2.2 Interconnections Policy

The *Evoenergy Interconnections Policy - Nowra* is available at www.evoenergy.com.au/about-us/about-our-network/network-coverage/nowra-gas-network

2.3 Commercial negotiations for access to network

If you are interested in obtaining access to network services, you should contact Jemena 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 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.

3. Access requests under NGR Part 11

3.1 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**), providing full details about the services you are seeking including:

- (i) time when you wish the service to commence,
- (ii) proposed receipt and delivery points, and
- (iii) forecast volumes of gas.
- (iv) technical details for an interconnecting pipeline

The Access Request should be forwarded to Jemena at the address/email shown above. Your Access Request should clearly identify that it is made under NGR Rule 105D(1).

If an Access Request is incomplete, we will notify you within 5 business days of receiving the Access Request, specifying the information required to complete the Access Request.

If we need to carry out further investigations to determine whether we can provide the requested service we will notify you of this within 10 business days of receiving a complete Access Request.

3.2 Further investigations

Where we need to carry out further investigation to determine whether we can provide the requested service, we will provide you with a proposal for carrying out the further investigation, including:

- (i) a statement of the nature of the investigation; and
- (ii) timeline for carrying out and completing the investigation and making an Access Offer; and
- (iii) the costs of the investigation you would be required to meet. We must both negotiate in good faith to agree these matters.

3.3 Access offers and requesting negotiations

Unless we agree otherwise with you, we will make an Access Offer:

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

An Access Offer will:

- (i) set out the price and other terms and conditions on which we offer to provide the service;
- (ii) contain the details of any works to be undertaken by you or us and any applicable technical and performance specifications; and
- (iii) 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.

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

3.4 If you request negotiations under NGR 105F

If you wish to request negotiations under NGR Rule 105F in relation to an Access Offer, you will need to provide written notice to Jemena at the address shown above. Your request for negotiation should clearly identify that it is made NGR Rule 105F61.

Upon receipt of a request to negotiate, we will make our best efforts to meet with you and come to an agreement regarding the process for negotiation.

During negotiations, each of us must:

- (i) negotiate in good faith as required by section 216G of the National Gas Law;
- (ii) seek to accommodate all reasonable requirements of the other parties to the negotiations regarding the timetable for negotiations (subject to key staff availability); and
- (iii) 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 under section 216J of the National Gas Law.

At any time during negotiations, you may also accept our Access Offer if it is still valid (that is, within 30 business days of the Access Offer being made or any extended date agreed by us under section 3.4).

You may at any time bring negotiations to an end, whether or not you also refer or have referred a related Access Dispute to arbitration. If you wish to do this, you must provide written notice to Jemena at the address/email above.

3.5 Access negotiation information

Rule 105G of the NGR sets out arrangements for either of us to request access negotiation information during a NGR Rule 105F negotiation. Key elements of these arrangements are as follows:

- (i) either of us may request all access negotiation information from the other;
- (ii) information must be provided within 15 days of the request or a longer period agreed by the party requesting the information;

- (iii) an access dispute notice in relation to negotiations cannot be issued any earlier than 15 business days after the request for all access negotiation information
- (iv) information must be provided to a standard and format as required by NGR Rule 105G(4); and.
- (v) information does not need to be disclosed on the basis of confidentiality or legal professional privilege as described in NGR Rule 105G(8) and (9).

Access negotiation information means, in relation to a party to negotiations under this Part, the following information of the party:

- (i) access offer information; and
- (ii) 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,

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

3.6 Confidential Information

Any information provided to another party in relation to an Access Request, including if you request negotiation under NGR Rule 105F will be treated as confidential.

Each party is obliged to only use or reproduce confidential information of the other party for the purpose for which it was disclosed and neither party may disclose the confidential information except:

- (i) to the scheme administrator (the AER) in an access dispute;
- (ii) to the arbitrator in the course of an arbitration;
- (iii) with the consent of the other party;
- (iv) to a professional or other adviser of the party who agrees with the party to maintain the confidentiality of the confidential information;
- (v) if it is required by, or necessary for the purposes of, the NGR or the NGL;
- (vi) if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or
- (vii) 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.

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