



Roma Pipeline

Access Guide

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1 Introduction

1.1 Interpretation and definitions

In this document:

- (a) Where a word or phrase begins with a capital letter:
 - a. it has the meaning given to it in clause 1(e) of this document;
 - b. if it is not defined in this document, it has the meaning given to it in the National Gas Rules;
- (b) a reference to a “Rule” is a reference to the relevant section of the National Gas Rules;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) headings are for convenience only and do not affect interpretation; and
- (e) unless the context indicates otherwise:

‘**APA**’ means APT Management Services Pty Limited ABN 58 091 668 110.

‘**Interconnect Facilities**’ means those pipeline facilities that are required to connect the Pipeline to the facilities of a person who receives or delivers gas on the Pipeline and which are necessary to enable Service Provider to receive or deliver gas.

‘**Licence**’ means Pipeline Licence No 55 issued by the State of Queensland under the Petroleum Act 1923, as in effect as of the date of this Agreement.

‘**Pipeline**’ means:

- (a) the pipeline originating from the SWQP and terminating at the Roma Power Station, as fully described in the Licence; and
- (b) all ancillary equipment connected to that pipeline including any inlet and outlet stations, but not including any Interconnect Facilities or lateral pipeline facilities or any extension of the pipeline.

‘**Pipeline Services**’ means gas receipt, transportation, delivery and related services provided by means of the Pipeline.

‘**Service Provider**’ means Origin Energy Electricity Limited ABN 33 071 052 287.

‘**SWQP**’ means:

- (a) the pipeline from Ballera to Wallumbilla in South-West Queensland; and
- (b) all ancillary equipment connected to that pipeline including any inlet and outlet stations, but not including any lateral pipeline facilities or any extension of the pipeline.

1.2 Purpose

- (a) The Service Provider is the owner of the Pipeline. The Pipeline is operated by APA on behalf of the Service Provider.

- (b) Part 23 of the National Gas Rules requires that a service provider providing Pipeline Services by means of a non-scheme pipeline must publish on its website a user access guide that contains the identity and contact details of the service provider, the process for making an access request, arrangements for undertaking further investigations, process for preparing and negotiating an access offer and how confidential information will be managed.
- (c) The purpose of this document is to provide the information required under Part 23 of the National Gas Rules in relation to accessing the Pipeline.

2 Access guide

2.1 Service provider

The Service Provider will operate the Pipeline and provide Pipeline Service in accordance with this document and the National Gas Rules.

2.2 Contact details

- (a) The Service Provider's website will include this document, contact details that can be used to contact the Service Provider with any queries regarding this document and the Roma Pipeline Service and Access Information document for information and services relating to the Pipeline. See: <https://www.originenergy.com.au/about/who-we-are/what-we-do/generation.html>
- (b) Any enquiries, access requests or queries in relation to this document can be sent to:

Head of Wholesale Gas Portfolio
Origin Energy

Level 32, Tower 1
100 Barangaroo Avenue
Sydney, NSW 2000

Phone: (02) 8345 5000
Email: DLGasPortfolioNotices@originenergy.com.au
Facsimile: (02) 9252 1566

2.3 Process for making an access request

- (a) Subject to pre-existing contractual arrangements, all users or prospective users who have submitted an Access Request in accordance with this document will have equal opportunities for access to a Pipeline Service.
- (b) Subject to clause 2.3(c), any user or prospective user of the Pipeline may request the Service Provider to provide a Pipeline Service by contacting the Service Provider under clause 2.2 ('**Access Request**').
- (c) To submit an Access Request, the Service Provider requires that a user or prospective user:
 - (i) must be resident in Australia or have a permanent establishment in Australia;

- (ii) is incorporated or constituted under Corporations Act 2001 or if incorporated under another law then the user or prospective user must have provided Service Provider with a legal opinion in form and substance satisfactory to the Service Provider that confirms:
 1. the due incorporation and good standing of the user or prospective user;
 2. the legal capacity of the user to enter into and perform an agreement for Pipeline Services between the Service Provider and the user or prospective user.
 - (iii) must demonstrate that it has the necessary financial capability to discharge its present and future obligations in relation to the Pipeline Services the subject to the Access Request.
- (d) The following information must be included in an Access Request:
- (i) contracting entity and details for the purpose of notices;
 - (ii) start and end date of service term for each Pipeline Service;
 - (iii) maximum daily quantity requirement for each Pipeline Service;
 - (iv) maximum hourly quantity requirement for each Pipeline Service; and
 - (v) details of each receipt point at which gas is to be delivered to the Service Provider by or for the account of that user and details of each delivery point at which gas is to be delivered by the Service Provider to or for the account of that user.

2.4 Process for preparing an access offer and negotiations

- (a) Service Provider will review the submitted Access Request and contact the user or prospective user:
 - (i) where the Access Request is incomplete, within 5 business days after the Access Request was received, specifying the information required to complete the Access Request; and
 - (ii) within 10 business days of after the Access Request was received or, if applicable after receipt of the further information requested under clause 2.4(a)(i), advising whether there is sufficient spare capacity available on the Pipeline to meet the Access Request, subject to pre-existing contractual arrangements.
- (b) If Service Providers advises the user or prospective user under clause 2.4(a)(ii) that there is not sufficient capacity available to meet the Access Request, clause 2.5 will apply.
- (c) The terms and conditions on which Service Provider will provide a Pipeline Service (including the price or tariff for that Pipeline Service) will be determined having regard to the Access Request through negotiation between the Service Provider and the user or prospective user who requires that Pipeline Service, or in default of agreement, through dispute resolution in accordance with Chapter 6 of the National Gas Law.
- (d) If there is sufficient spare capacity available on the Pipeline to meet the Access Request then the Service Provider will prepare and provide to the user or prospective user the

terms and conditions of the Pipeline Services the subject of the Access Request ('Access Proposal').

- (e) The parties must negotiate in good faith an Access Proposal in accordance with section 216G of the National Gas Law.
- (f) A user or prospective user who is a party to negotiations in respect of an Access Proposal may in accordance with section 562 of the National Gas Law, from time to time, by written notice reasonably request the Service Provider to provide information in relation to the matters being negotiated in connection with the Access Proposal.
- (g) Subject to confidentiality restrictions with third parties and commercially sensitive information of the Service Provider, the Service Provider will within 15 business days of the notice or any longer period agreed by the user or prospective user. provide information reasonably requested by a user or prospective user in connection with the Access Proposal.
- (h) Once the terms and conditions of an Access Proposal have been agreed or determined through dispute resolution in accordance with Chapter 6 of the National Gas Law, the Service Provider and the user or prospective user must sign a gas transportation agreement to evidence those terms and conditions. The Service Provider is not obliged to provide any Pipeline Services until an agreed gas transportation agreement is signed by the user or prospective user.
- (i) Nothing in this document prevents a user or prospective user from referring a dispute to arbitration in accordance with 216J of the National Gas Law.

2.5 Further investigations

- (a) When the combined demands for Pipeline Services exceed Pipeline capacity, it may not be feasible to provide all users or prospective users with Pipeline Service.
- (b) Service Provider will consider extending or expanding the Pipeline to meet users or prospective users requirements where it considers it to be commercially viable and technically feasible to do so.
- (c) Any such investigations undertaken in relation to the Access Request will be undertaken expeditiously, and only to the extent reasonably necessary.
- (d) If the Service Provider determines that there is sufficient demand for an economic Pipeline expansion, it may elect to seek expressions of interest from users or prospective users and either negotiate with them in good faith directly or conduct a competitive tender for any spare capacity and the new (unbuilt) capacity.
- (e) Service Provider may elect not to proceed with an investment in new capacity where it may be uneconomic, where it is unreasonable, for technical reasons or for other reasons specified by the Service Provider.

2.6 Confidential information

- (a) For the purposes of this clause 2.6, 'confidential information' means all information disclosed by the user or prospective user to the Service Provider in relation to the Access Request negotiations, other than information in the public domain, or any information which subsequently comes into the public domain as a result of a permitted disclosure under clause 2.6(c).

- (b) Subject to clause 2.6(c), Service Provider will ensure that confidential commercial information provided by users or prospective users will be treated as confidential and will only be used for the purposes for which it was provided.
- (c) Service Provider may disclose any confidential information provided by a user or prospective user in the following circumstances (as may be applicable) and upon the following conditions and in all cases only to such extent as may reasonably be required:
 - (i) to the scheme administrator in an access dispute notice;
 - (ii) to the arbitrator in the course of an arbitration;
 - (iii) with the consent of the user or prospective user;
 - (iv) by, or necessary for the purposes of, the National Gas Rules or the National Gas Law;
 - (v) without limiting clause 2.6(c)(iv), to the extent required by a law of a participating jurisdiction or required by a competent regulatory body, provided the Service Provider gives written details of the disclosure (including an explanation of the reasons for disclosure) to the user or prospective user;
 - (vi) by Service Provider to any related body corporate of the Service Provider in connection with the Access Request;
 - (vii) where the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction;
 - (viii) to any bona fide potential purchaser, transferee or assignee of the Service Provider or its related body corporate; and
 - (ix) to any professional or other adviser, consultant, expert, contractor or subcontractor employed or retained by the Service Provider who agrees to or is otherwise bound by professional obligations to maintain the confidentiality of the confidential information.

2.7 Review of document

Service Provider may review this document whenever it thinks fit from time to time. If Service Provider wishes to revise any of the terms of this document, Service Provider may publish those revisions on its website.

3 Pipeline information and service information

Please refer to the Service Provider's website for the Roma Pipeline Service Access and Information document.