

Jemena Limited

User Access Guide

Darling Downs Pipeline
Atlas Gas Pipeline



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1. Introduction

Jemena owns several gas pipelines that are classified as ‘non-scheme pipelines’ under the National Gas Law (**‘NGL’**). This User Access Guide (**‘Guide’**) is intended to help prospective customers (or, **Access Seekers**) through the process of gaining access to these pipelines. In particular, this Guide explains:

- who to contact to discuss your access requirements;
- how to make a request for access, including the information you should include to assist us in dealing with your request;
- our process and timeframes for undertaking further investigations regarding your request for access, should these be required (e.g. investigations regarding the technical feasibility of providing access as requested);
- how to make a request to connect a facility to one of our pipelines, including the information you should include to assist us in dealing with your request;
- our queueing policy, which we will apply in establishing an order of priority between prospective users where there is not sufficient pipeline capacity to meet your request;
- our process and timeframes for assessing a request to connect a facility from the application stage through to the point of commencing operations;
- how we will treat any confidential information that you provide to us;
- the process for negotiating the terms of access; and
- your rights in the event of a dispute regarding the terms of access.

This Guide is intended to be a general guide only. As we understand that all Access Seekers have different needs, we encourage you to contact the relevant commercial manager with a preliminary enquiry for the pipeline you wish to access, to discuss your specific needs. Contact details for the relevant commercial managers are set out in this Guide in section 1.1.

In line with our obligation under the section 148D of the NGL, Jemena is committed to negotiating with all Access Seekers in good faith. We endeavour to work with Access Seekers to accommodate all reasonable requests for access and agree on terms that are fair and work for both of us.

You also have the option of seeking access through a formal negotiation process, provided for under the National Gas Rules (**‘NGR’**), and to refer an access dispute to arbitration under Chapter 5 of the NGL. Several specific requirements and timeframes apply to these processes, which are also described in more detail in this Guide.

The formal access process is not mandatory. So while you are free to submit a formal access request at any time, triggering the formal negotiation process, we encourage you to contact us first to discuss your requirements. In our experience, the best commercial outcomes are usually delivered through open and collaborative relationships, and we are committed to working with you to help meet your service needs.

Recent modifications to the NGL and NGR require an Interconnection Policy to be developed and maintained by the Service Provider. These details can be found in section 4 of this Guide.

If you would like any further information regarding the process for gaining access or obtaining a new connection to one of Jemena’s non-scheme pipelines, or if you would like to discuss your needs, please do not hesitate to contact us.

We look forward to working with you.

Jemena may amend, vary or replace this Guide from time to time. An amended, varied or replaced Guide will take effect when published on our website at [Jemena website](#).

1.1 Jemena contacts

Generally, we provide gas pipeline services for our transmission pipelines based on standard terms and conditions, covering our existing receipt and delivery points and existing capacity.

However, because each Access Seeker usually has different needs, we encourage you to discuss your requirements with our commercial team if you are considering seeking access to our pipelines.

Our team members listed in Table 1 below will be able to help you with any preliminary enquiries or access requests in relation to access to our pipelines.

Table 1: Contacts

Pipeline	Service Provider	Officer of the Service Provider
Darling Downs Pipeline	Jemena Darling Downs Pipeline (1) Pty Ltd Jemena Darling Downs Pipeline (2) Pty Ltd* Jemena Darling Downs Pipeline (3) Pty Ltd* * These companies separately hold the three licences which comprise the Darling Downs Pipeline system. All enquiries should be directed to Jemena Darling Downs Pipeline (1) Pty Ltd in the first instance	Brad Evans Commercial Manager Ph: 03 9173 8085 Fax: (03) 9173 7516 E: atlas.ddp.commercial@jemena.com.au Address: Level 16, 567 Collins Street, Melbourne, Vic, 3000 Website: https://jemena.com.au
Atlas Gas Pipeline	Jemena Darling Downs Pipeline (3) Pty Ltd	

You are entitled to make an access request under Part 11 of the NGR by submitting a completed Jemena Transmission Pipelines Access Request Form (which is available on each pipeline's webpage at the [Jemena website](#)) by email to the commercial manager listed in Table 1 above. You can also request an electronic soft-copy of the Access Request Form by emailing the commercial manager listed in Table 1 above. If you have any queries regarding the Access Request Form, please contact the relevant Jemena team member listed in Table 1 above.

1.2 Our commitment to non-discriminatory pipeline access

Jemena is committed to the provision of voluntary, non-discriminatory, pipeline access to all new prospective and existing customers.

Where sufficient spare capacity is available to meet new demand all persons who have submitted a request for access in accordance with this Guide will have an equal opportunity for access in accordance with this Guide.

When the combined demands for pipeline services exceed available pipeline capacity ('**Excess Demand**'), it may not be feasible to provide all Access Seekers with their requested pipeline service. In this case Jemena has documented the manner in which requests will be prioritised and treated within Jemena's Queuing Policy set out in section 3 of this Guide.

Jemena's standard terms and conditions of service, standard connection agreement and other related policies are available on request and published on the [Jemena website](#). Jemena may update these documents from time to time to reflect changes in market conditions, legislation, rules, regulations or technical requirements.

1.3 Information made available by Jemena

Under Part 10 of the NGR, Jemena is required to make information available which will enable you to determine the services you may seek from us, including information about our pipelines, available services and the standard terms and conditions that we offer (including an indication of the likely price of our services).

This information is available on the [Jemena website](#) and includes:

- **Service and access information**¹ covering information about the physical configuration of the pipeline, the services offered and priority ranking, available capacity and use of services as follows:
 - **pipeline information** as per the NGR requirements:
 - the classification of our pipelines as transmission pipelines;
 - nameplate rating of our pipelines;
 - the details of all receipt or delivery points on our pipelines and key facilities to which those receipt or delivery points connect;
 - a schematic map of our pipelines that show the location on each pipeline of each receipt or delivery point and other key facilities;
 - any technical or physical characteristics of our pipelines that may affect access to or use of our pipelines or the price for pipeline services;
 - our policies that may affect access to or use of our pipelines or the price for pipeline services provided;
 - **pipeline service information** as per the NGR requirements:
 - a description of our pipeline services and any locational limitations on availability;
 - the priority ranking of our pipeline services in relation to the other pipeline services including when scheduling and in the event of curtailment;
 - **service usage information** made available by the last business day of each month for the previous month including:
 - total quantity of natural gas metered as having been injected into each pipeline during the month;
 - the total quantity of natural gas metered as having been withdrawn from each pipeline during the month;
 - the total quantity of natural gas scheduled for injection into each pipeline during the month (after taking into account rescheduling);
 - the total quantity of natural gas scheduled for withdrawal from each pipeline during the month (after taking into account rescheduling);
 - **monthly service availability information** by the last business day of each month for forecast service availability (monthly firm capacity available for sale or will have available for sale for the next 36 months, and information about matters expected to affect the capacity of the pipeline, including any planned expansions of the capacity, for each month for next 12 months) and service usage for the prior month (metered and scheduled injections and withdrawals, scheduled quantities attributable to each pipeline service)

¹ NGR rule 101B

- **Standing terms**² for each pipeline service currently offered for sale including the standing price, other terms and conditions for each pipeline service, and the methodology used to calculate the standing price;
- Annual **financial information** reporting³ (financial information, historical demand information and cost allocation methodology). The financial information is to be published annually in accordance with the Australian Energy Regulator's ('AER') financial reporting guideline and no later than 5 months after the end of the financial year (being 31 May for Jemena with the first reporting requirement by 30 June 2025 for the financial year 2024. Note, under the NGR transitional arrangements, we continue to report financial information under the requirements of Part 23 of the NGR for DDP);
- **Actual prices payable information**⁴ no later than 20 business days after an access contract is entered into or varied to provide for the particular prices;
- The **Interconnection Policy**⁵ which, in accordance with the NGL, details a person's right, and options, to connect to our pipelines and the associated process employed.

² NGR rule 101C

³ NGR rule 101D

⁴ NGR rule 101E

⁵ NGR rule 39

2. How to request access for our services

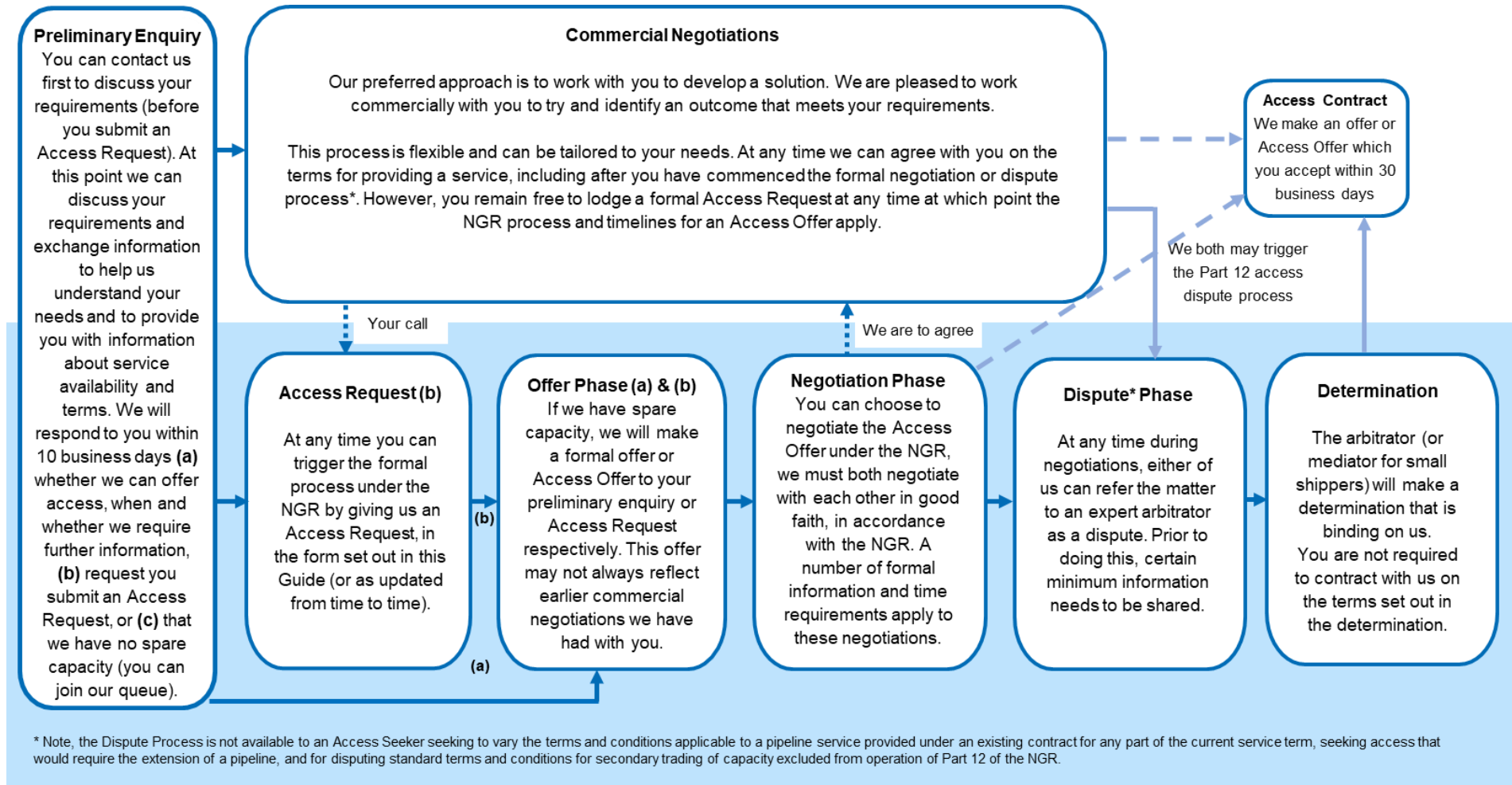
Prospective users (or Access Seekers) have several options when seeking access to services on one of our pipelines. A snapshot of these options is provided in Figure 1, on the following page.

As Figure 1 indicates, we encourage Access Seekers to make a preliminary enquiry with us, in the first instance, so that we can understand your needs and discuss your options and what services and terms are available.

We prefer to engage commercially with you to try to agree how to meet your service requirements, because this offers us both more flexibility. However, at any time, you are free to refer your request to the negotiation process described in Part 11 of the NGR by lodging a formal access request.

A more detailed outline of the process and requirements associated with Parts 10, 11 and 12 of the NGR access request and negotiation arrangements is set out in section 2.1 of this Guide.

Figure 1: Overview of commercial and regulatory negotiation options



We have expanded on the process relating to preliminary enquiries, access requests (including for Connection Services), access offers and negotiations in Tables 2 to 5 below.

Table 2: Preliminary Enquiries

Step	Sub Step	Task	Timeframe
Preliminary Enquiry	Preliminary discussions	<p>Send an email to the relevant Jemena team member listed in Table 1 (alternatively, you can fax / post your enquiry to the relevant Jemena team member).</p> <p>Sending us a preliminary enquiry can help you gather additional information about our pipelines and decide whether you wish to complete an Access Request Form or enter negotiations for access to our pipelines.</p>	Date A, which is the date on which you submit a preliminary enquiry to us.
		<p>We will promptly respond to your preliminary enquiry by indicating if we can provide the service or not, or if further investigation is needed to assess your enquiry or whether any further investigations studies need to be undertaken. In particular, given the nature of a Connection Service it is highly likely that Jemena will need to complete further investigations if you request a Connection Service, which typically take between 3 to 6 months. We may also inform you of any reasonable costs that you may need to pay for any investigations we undertake and the timeframes for those investigations (we will not undertake these investigations without first agreeing these matters with you).</p> <p>We may request that you make a formal Access Request for us to proceed (more on this at table 3).</p> <p>If you request us to do so, we will carry out further investigations on the basis of the preliminary enquiry and before you make an Access Request.</p> <p>If we have spare capacity, we will let you know when we expect to provide an offer (most likely in the form of a proposed Gas Transportation Agreement ('GTA')) and you do not need to make a formal Access Request. We can then negotiate the offer for services (most likely in the form of a proposed GTA - see Table 5).</p> <p>You can choose to negotiate outside of the formal NGR process, and if choose to do this, we will seek to agree a process and timeframe with you for negotiation. If you choose this option you can re-enter the NGR access framework at any time.</p>	Date A + 10 business days.

Table 3: Access Requests

Step	Sub Step	Task	Timeframe
Access Request	Complete our Access Request Form	<p>You can request an electronic soft-copy of the Access Request Form by emailing the relevant Jemena team member listed in Table 1 above, or from each pipeline's webpage at the Jemena website.</p> <p>You will need to populate the fields in the Access Request Form with your contact details and some details relevant to your request (including the name of the pipeline you are seeking access to, the service type, receipt and delivery point information, the quantities sought, your credit standing and other technical information).</p>	
	Submit your completed Access Request Form to us	Send your completed Access Request Form by email to the relevant Jemena team member listed in Table 1 above (alternatively, you can fax / post it to the relevant Jemena team member)	Date B, which is the date on which you submit a completed Access Request Form to us.
		We will notify you of receipt of the Access Request Form. We will review the Access Request Form you sent to us and decide whether it is complete, incomplete, or complete but requiring further investigation (more on each of these below).	Date B + 5 business days.
Type 1 Request	Your Access Request Form is incomplete and further information is required	<p>If your Access Request Form is incomplete, we will let you know and inform you of what further information is required.</p> <p>You will then need to send us a revised Access Request Form which contains the requested further information. As with the original form, please send the revised Access Request Form by email to the relevant Jemena team member listed in Table 1 above (alternatively, you can fax / post it to the relevant Jemena team member).</p>	<p>Date B + 5 business days.</p> <p>The process and clock resets when you send us a revised Access Request Form.</p>
Type 2 Request	Your Access Request Form is complete	If your Access Request Form is complete, we will let you know.	Date B + 5 business days.
		We will then start developing an Access Offer (more on this at Table 4 below).	Date B + 20 business days (unless we agree with you to extend this period).
Type 3 Request	Your Access Request Form is complete but further	If your Access Request Form is complete but further investigations are required, we will let you know that we need to undertake further investigations in relation to your Access Request Form, and what those further investigations are. In particular, given the nature of a Connection Service it is highly likely that Jemena will need to complete further investigations for a Connection Service, which typically take between 3 to 6 months.	Date B + 10 business days.

Step	Sub Step	Task	Timeframe
	investigation is required	We will contact you to discuss the terms and conditions on which the further investigations are to be carried out. This may include agreeing on the reasonable costs you may need to pay for us to undertake the further investigations and any reasonable extension of the timeframes that may be needed to enable the further investigations to be completed (we will not undertake these further investigations without first agreeing these matters with you).	As soon as practicable after Date B + 10 business days.
		We will then start developing an Access Offer (more on this at Table 4 below).	Date B + 60 business days (unless we agree with you to extend this period).
Type 4 Request	You wish to amend your Access Request Form consent	If, after submitting your Access Request Form, you wish to amend it, please send us your amended Access Request Form by email the relevant Jemena team member listed in Table 1 above (alternatively, you can fax / post it to the relevant Jemena team member)..	Date D, which is the date on which you submit your amended Access Request Form to us.
		We will then assess your amended Access Request Form and revert to you to discuss a reasonable extension of the timeframes for us to respond to your revised Access Request Form with an Access Offer.	Date D + 5 business days.
		We will then start developing an Access Offer (more on this at Table 4 below).	Date D + 20 business days (unless an extended period is agreed between the parties).

Table 4: Access Offers

Step	Sub Step	Task	Timeframe
Access Offer	We make you an Access Offer (most likely in the form of a proposed GTA)	We will make you an Access Offer. It will: <ul style="list-style-type: none"> • set out the price and other terms and conditions on which we offer to make the pipeline service you requested (in the Access Request Form) available to you; • contain the details of any works to be undertaken by you or us and any applicable technical and performance specifications; and • be in a form capable of acceptance by you so as to constitute a new access contract or form part of an existing access contract. 	Unless otherwise agreed with you: <p>Date B + 20 business days for Type 2 Requests.</p> <p>Date C + 20 business days for Type 1 Requests.</p> <p>Date B + 60 business days for Type 3 Requests (unless we agree with you to extend this period).</p>

Step	Sub Step	Task	Timeframe
			Date D + 20 business days for Type 4 Requests (unless we agree with you to extend this period).
	You decide to accept our Access Offer	You may accept our Access Offer, and we may agree to execute the proposed Access Offer.	Our Access Offer will be valid for up to 30 business days.
	If there is no need for an Access Offer in the circumstances	<p>There may be some circumstances in which we may not need to make an Access Offer. These circumstances include:</p> <p>(a) If you decide to withdraw your Access Request Form;</p> <p>(b) If we conclude that it is not technically feasible or consistent with the safe and reliable operation of the relevant pipeline to provide the pipeline service requested by you (having used all our reasonable efforts to accommodate your reasonable requirements);</p> <p>(c) If we do not have existing available capacity to offer the services sought (see our Queuing policy in section 3 of this Guide); or</p> <p>(d) If we would need to extend the relevant pipeline in order to provide the pipeline service requested by you.</p> <p>We are willing to explore undertaking works to expand pipeline capacity where this is technically and commercially feasible and the cost will be funded by you in its entirety.</p>	

Table 5: Negotiations

Step	Sub Step	Task	Timeframe
Negotiations	You have made an Access Request, or have received an offer as a result of a preliminary enquiry and do not accept our offer or Access Offer, and we enter into negotiations	<p>If you do not wish to accept our offer resulting from a preliminary enquiry and instead wish to enter negotiations regarding access to our pipelines, or you have made an Access Request and wish to enter negotiations (either before or after receiving an Access Offer), you will need to notify us of this by contacting the representative nominated by us in the GTA or the relevant Jemena team member listed in Table 1 above.</p> <p>We both must take all reasonable steps to agree to a timetable for the negotiations and, in doing so, must seek to accommodate all reasonable requirements of the other party or parties to the negotiations.</p> <p>We must also 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.</p> <p>If an Access Request is for more than one pipeline service, you may by notice to us require negotiations in relation to those pipeline services take place as part of the same negotiation process.</p>	
	You may terminate negotiations at any time	You may at any time, by notice to us, bring negotiations requested under Part 11 of the NGR to an end.	

Step	Sub Step	Task	Timeframe
	You request further information as a basis for the negotiations with us ⁶	Once we enter negotiations, you may request Access Offer Information from us, which includes: <ul style="list-style-type: none"> information about the method used to determine the price in an access offer and the inputs used in the calculation of the price; and information regarding the costs associated with the provision of the pipeline services sought by you. 	Date E, which is the date on which you submit your request for Access Offer Information.
		We will provide you with the Access Offer Information.	Date E + 15 business days, or as agreed.
		Once we enter negotiations, either of us may request further Access Negotiation Information, including: <ul style="list-style-type: none"> Access Offer Information of the other party; and information that the other 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 that party such as expert reports and consultant reports, data sets, models and other documents or materials.	Date F, which is the date on which either of us submits a request to the other for Access Negotiation Information.
		We will provide one another with the requested Access Negotiation Information outlined in section 2.1.5.	Date F + 15 business days, or as agreed.
		During negotiations, we may decide to update the Access Offer (and proposed GTA) we previously sent to you.	
		You may decide to accept our updated Access Offer, and we may agree to execute a proposed GTA.	Within the period during which the Access Offer is valid.

A more detailed outline of each of the phases outlined in Tables 2 to 5 above is provided in the sections below.

2.1 In detail: How to access our services

2.1.1 Preliminary Enquiries

Jemena encourages Access Seekers to make informal preliminary enquiries prior to sending us an Access Request Form (available on each pipeline’s webpage at the [Jemena website](#)).

In particular, if you are seeking a service that we currently do not offer or a Connection Service, preliminary discussions may assist you in preparing a complete Access Request Form that adequately complies with the requirements of the NGR. Such preliminary discussions would also assist us in understanding the service you are seeking and making an Access Offer promptly.

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

Alternatively, you may submit an Access Request Form without making a preliminary enquiry.

Preliminary enquiries relating to access to our pipelines can be sent to the relevant Jemena representative listed in Table 1 above.

⁶ We note that NGR rule 105G(8) provides that information does not need to be provided if it would breach a confidentiality obligation owed to unrelated third parties where the third party has not given consent to the disclosure (despite reasonable efforts having been made to obtain that consent).

2.1.2 Access Request

You may submit an access request for our pipeline services by completing the Access Request Form and sending it to the relevant Jemena team member listed in Table 1 above (alternatively, you can fax / post it to the relevant Jemena team member).. You can also access an electronic soft-copy version of the Access Request Form on each pipeline's webpage at the [Jemena website](#) or by emailing the relevant Jemena team member listed in Table 1 above. If you are unsure of how to complete the Access Request Form, please contact the relevant Jemena representative listed in Table 1 above.

Confidential information provided by you in this process will be treated as confidential and not shared with any other party without your express consent.

Within 5 business days of receiving your Access Request Form, we will inform you whether it is complete, whether we need more information, or whether we need to undertake further investigations. Unfortunately, if an Access Request Form does not meet the information requirements set out in the form, we will not be able to respond to it adequately (with, for instance, an Access Offer). If this is the case we will notify you of what the missing information requirements are, and potentially whether further investigations are required. If required, we are also happy to meet with you to discuss the reasons for our assessment and the further information or investigations that may be required.

Once you submit a revised Access Request Form to us containing the missing information, we will reassess it against the information requirements set out in the form.

If further investigations are required, we will inform you of the scope and timeframes of those investigations within 10 business days of receiving the Access Request Form or additional information requested by us. In particular, given the nature of a Connection Service, it is highly likely that Jemena will need to complete further investigations, which typically take between 3 to 6 months. We will discuss our proposed scope and timing for the investigations with you, along with our reasons for considering investigations necessary. Each of us have a duty under clause 148D of the NGL to negotiate in good faith on the terms and conditions of the further investigations (such as in relation to who will pay the expected costs of the further investigations and the timeframes for those investigations).

If at any time you wish to amend your submitted Access Request Form, please let us know as soon as possible. You will need to specify the reasons for the amendment. We will assess the revised Access Request Form and contact you to reach an agreement regarding an extension to the period for us to respond to you with an Access Offer.

2.1.3 Making an offer or Access Offer

Our offer in response to a preliminary enquiry or Access Request will include:

- The service(s) we are offering and whether it is consistent with those requested by you;
- The price for those service(s);
- Terms and conditions based on our standard terms and conditions; and
- Any negotiated outcomes particular to the service(s) sought by you.

Generally, our offer or Access Offer will be made using our standard terms and conditions set out in the GTA. A copy of these can be found on each pipeline's page at the [Jemena website](#).

An offer or Access Offer that we make will be valid for 30 business days. However, after the offer or Access Offer expires, you may wish to request an extension from us (we retain full discretion to decide whether to extend the expiry date of an offer or Access Offer).

2.1.4 Acceptance of Offer or Access Offer

You can accept an offer or Access Offer made to you by Jemena by notifying the relevant Jemena representative nominated in the GTA or listed in Table 1 of your acceptance. Typically, you will then need to arrange for one of your authorised representatives to sign and return to us the required number of original copies of the GTA(s) provided with the offer or Access Offer (one for each of the contracting parties). The signed original copies will then need to be sent to the relevant Jemena representative listed in Table 1. Upon receipt of the required documents, our nominated representative will sign and return an original copy of the GTA to you. Where the GTA allows for the exchange of counterparts, identical copies may need to be executed to complete the execution process (all of the identical copies, taken together, will be considered to be one instrument). Alternatively, we may agree with you arrangements for electronic execution.

2.1.5 Negotiation

Once we have made you an offer⁷ or Access Offer, you may either accept it or choose to enter into negotiations with us on the terms and conditions of our proposed GTA.

We note that you have a right to refer an Access Dispute to arbitration under Chapter 5 Part 5 of the NGL at any time. The Access Dispute process is set out in Part 12 of the NGR.

If you wish to enter negotiations, you will need to notify us of this by contacting the representative nominated by us in the GTA or contacting the relevant Jemena team member listed in Table 1 above. 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.

You may request any Access Offer Information you consider necessary for negotiations. As above, please contact the representative nominated by us in the GTA or send an email to the relevant Jemena team member listed in Table 1 above to notify us of the details of your request for Access Offer Information.

Access Offer Information may include information:

- about the method used to determine the price in an Access Offer and the inputs used in the calculation of the price; and/or
- 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 (as defined in the NGR) from the other at any time during the course of negotiations.

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

Any information provided to another party during negotiations will be treated as confidential and subject to the terms of a signed Confidentiality Agreement which we will provide. Each of us is obliged to only use or reproduce confidential information of another party for the purpose for which it was disclosed and we must not disclose the confidential information except:

- to the AER or to the arbitrator in the course of an arbitration;
- if the dispute is mediated – to the mediator;
- with the consent of the other party;

⁷ If the Access Seeker triggers negotiations following the rejection of an offer made by Jemena in response to a preliminary enquiry, subsequent offers become access offers.

- to a professional or other adviser of the party who agrees with the party to maintain the confidentiality of the confidential information;
- if it is required by, or necessary for the purposes of, the NGR or the NGL;
- if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or
- 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.

Each of us is not required to:

- provide information if it would breach a confidentiality obligation owed in respect of that information to an unrelated third party and the third party has not given consent to the disclosure despite reasonable efforts having been made to obtain that consent;
- disclose information that is the subject of legal professional privilege; or
- disclose documents that would disclose information subject to legal professional privilege.

During negotiations, each of us must:

- negotiate in good faith pursuant to clause 148D of the NGL about:
 - whether access can be granted to our services; and
 - if access is to be granted—the terms and conditions for the provision of access to our services;
- seek to accommodate all reasonable requirements of the other parties to the negotiations regarding the timetable for negotiations (subject to key staff availability); and
- 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.

At any time during negotiations you may wish to accept our proposed GTA if it is still valid (that is, within 30 business days of the Access Offer being made). You may at any time by notice to us bring negotiations to an end, whether or not you also refer or have referred a related Access Dispute to arbitration.

2.1.6 Arbitration

The [AER's Final Pipeline Access Dispute Guide](#)⁸ sets out the AER's guidance to arbitrators, mediators and those who may become party to an access dispute about the access dispute resolution process under the NGL and NGR.

No earlier than 15 business days after a notice requesting all the Access Negotiation Information of another party is submitted, either of us may submit an Access Dispute notice to the scheme administrator (the AER) accompanied by the applicable fee (if any).⁹

⁸ Under NGR rule 113ZO the AER is required to publish and maintain a non-binding mediation and arbitration guide containing guidance for pool mediators and pool arbitrators and any person who may become a party to an access dispute about the process for the determination of access disputes under the NGL and the NGR.

⁹ NGR rule 105G(6)(b).

3. Queuing policy and process for existing pipeline capacity

Jemena's Queuing Policy for access requests for published transmission pipeline services where there is insufficient existing capacity to satisfy a request for services is set out below.

Jemena may amend, vary or replace this Queuing Policy from time to time. An amended, varied or replaced Queuing Policy will take effect when published in this Guide at the [Jemena website](#).

1. Where there is insufficient Existing Capacity to satisfy a request for services (**'Excess Demand'**) a queue will form (**'Existing Capacity Queue'**).
2. This queuing policy will apply to Access Seekers requesting access to the Existing Capacity of the pipeline using a published pipeline service.
3. Access Seekers are welcome to enquire informally (preliminary enquiry) with the relevant pipeline representative, however, a formal application must be made to join the queue through completion of an Access Request Form on each pipeline's webpage at the [Jemena website](#).
4. **Jemena's queuing policy** is that priority for access to services will be given to Access Seekers generally on a **first come, first served basis**. However, Jemena may adjust the priority on the Existing Capacity Queue based on the following considerations:
 - 4.1 demonstration by the Access Seeker that its request reasonably reflects its future demand profile;
 - 4.2 willingness of the Access Seeker to contract on the standard terms and conditions and standing price for a firm service;
 - 4.3 maximising the efficient utilisation of the pipeline over the medium to long term;
 - 4.4 serving Access Seekers which contribute to Jemena meeting its regulatory obligations or which contribute to the achievement of targets for reducing Australia's greenhouse gas emissions to which the Commonwealth, a State or a Territory has made a public commitment, consistent with the National Gas Objective;
 - 4.5 whether the Access Seeker is a renewing customer set out in clause 5.
5. As early as 15 months prior to the expiration of a customer's firm pipeline service, Jemena may offer that customer (a **'renewing customer'**) the opportunity to continue to access an amount of capacity which is commensurate with their expiring service, taking into account the expected available pipeline capacity over the period for which the new service is sought. Where this occurs, if the renewing customer does not enter a contract in 30 business days of the Access Offer being made Jemena can choose to engage the next priority queued Access Seeker. If this occurs, then the Access Offer and renewing customer's request is deemed to have lapsed and the renewing customer's request for services will be removed from the Existing Capacity Queue.
6. Where Jemena determines that Excess Capacity exists after making offers to queued Access Seekers, it may offer that Excess Capacity to other users, including (but not limited to) by conducting a competitive tender and/or auction for the Excess Capacity.
7. Jemena may seek confirmation from an Access Seeker that it wishes to remain on the Existing Capacity Queue. If an Access Seeker fails to provide confirmation within a reasonable time, it will be removed from Existing Capacity Queue.
8. An Access Seeker must advise Jemena if their circumstances change and no longer require access to the Existing Capacity of the pipeline, at which point Jemena will remove the Access Seeker from the Existing Capacity Queue.

9. This queuing policy does not apply to Developable Capacity which is created as a result of an Extension and/or Expansion of a pipeline. An application by an Access Seeker in respect of Developable Capacity will be assessed by Jemena in accordance with the Access Request process set out in section 2 of this Guide.

3.1.1 Queuing policy general terms and requirements

Table 7: General terms and requirements for inclusion in the Existing Capacity Queue

General term	Requirements for inclusion in the Existing Capacity Queue
Credibility	The Access Seeker must demonstrate that it has, or reasonably expects to have, access to gas to utilise its requested capacity, and that it can meet the standard requirements set out in the standard terms and conditions of access for the pipeline
Modification	The Access Seeker may reduce, but not increase the capacity sought in an existing request in the Existing Capacity Queue

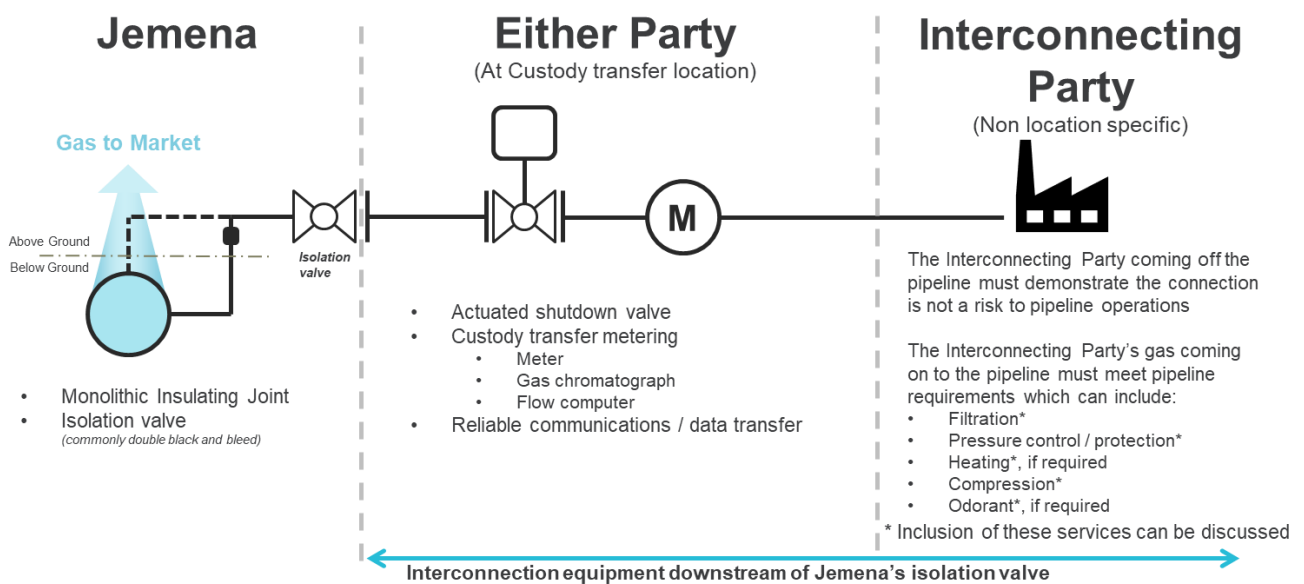
4. Interconnection policy

1. The content of Jemena's Interconnection Policy is:
 - A. Overview of interconnecting to Jemena's pipelines
 - B. Right to interconnect
 - C. Interconnection process
 - D. Interconnection costs and fees
 - E. Standard terms and conditions
2. Jemena may amend, vary or replace this Interconnection Policy from time to time. An amended, varied or replaced Interconnection Policy will take effect when published in this Guide on the [Jemena website](#).

4.1.1 Overview of interconnecting to Jemena's pipelines

3. This Interconnection Policy sets out what is required to enable an Access Seeker seeking interconnection (or '**Interconnecting Party**') to Jemena's pipelines and the process to do so, consistent with the NGR requirements.
4. Figure 2 below shows the typical equipment required to connect to our pipelines, comprising Jemena equipment required to enable interconnection to Jemena's pipelines at an isolation valve and the interconnection equipment downstream¹⁰ of Jemena's isolation valve which can be constructed, operated and maintained by the Interconnecting Party, Jemena or both parties as agreed.

Figure 2: Typical equipment required to interconnect to our pipelines



4.1.2 Right to interconnect

5. An Interconnecting Party has the right to interconnect to Jemena's pipelines where:
 - a) it is technically feasible and consistent with the safe and reliable operation of the pipeline; and
 - b) the Interconnecting Party agrees to fund the costs associated with making the interconnection.

¹⁰ The interconnection equipment may be upstream of Jemena's isolation valve for an Interconnecting Party whose infrastructure equipment receipts gas onto Jemena's pipeline. In that case, the below process in Jemena's Interconnection Policy will be amended accordingly.

4.1.3 Interconnection process

6. In seeking a Connection Service from Jemena, an Interconnecting Party can opt to:
 - a) construct, operate and maintain the interconnection equipment downstream of Jemena's isolation valve at its own cost (option A); or
 - b) have Jemena do so (option B); or
 - c) proceed with a combination of options A and option B if both the Interconnecting Party and Jemena:
 - i. will own equipment downstream of Jemena's isolation valve; or
 - ii. agree to share the costs and responsibilities associated with interconnection equipment downstream of Jemena's isolation valve.

7. If the Interconnecting Party develops the interconnection equipment downstream of Jemena's isolation valve (or part of the equipment), it must do so in accordance with good industry practice and comply with all standards and legislation that relate to the establishment and ongoing operation of the interconnection equipment, and with any reasonable technical, safety and reliability requirements set out below and with the requirements set out in Jemena's standard Interconnection Agreement. This includes complying with:
 - a) The Australian Standard ('AS') 2885 to ensure safe operations;
 - b) The published gas specification for the asset including as relevant AS4564-2022 or its equivalent and with the requirements set out in Jemena's standard Interconnection Agreement;
 - c) Jemena's technical requirements set out in section 6, any additional technical requirements required for the Connection Service and with the requirements set out in Jemena's standard Interconnection Agreement;
 - d) Good Engineering and Operating Practices as defined in Jemena's standard Interconnection Agreement;
 - e) Jemena's requirement that the pipeline is electrically isolated from the connection facility by installing a Monolithic Isolation Joint (vertical or at 45 degrees angle) at the inlet to Jemena's facility to provide electrical discontinuity between the buried interconnect and the above ground facility. The Monolithic Isolation Joint will be constructed by Jemena as it will form part of its pipeline;
 - f) Jemena's requirement that a remote operation isolation valve exists at the interconnection point. This valve will be constructed by Jemena as it will form part of its pipeline;
 - g) Jemena's requirement to include Custody Transfer Metering. Any connection will require a metering facility that complies with Jemena's published measurement manual referred to in clause 7(m) below;
 - h) The curtailment and interruptions scheduling priorities set out in the terms and conditions of the standard Interconnection Agreement. The connecting facility must be able to comply with Jemena's operational instructions to reduce or discontinue the delivery or withdrawal of gas if called upon to do so by Jemena;
 - i) Jemena's requirement for any safety pressure control. The key safety pressure requirements are required for an upstream user to deliver gas into Jemena's Pipeline to prevent pressuring out Jemena pipelines;

- j) Jemena’s requirement for inclusion of a hot tap. Where a new connection is required to a Jemena pipeline, it is likely that an in-situ connection will be required to be made (hot tap). Hot tap and in-service welding on Jemena assets will be managed and undertaken by Jemena;
 - k) Any legislative requirements including those under the relevant jurisdiction, the NGL and NGR;
 - l) Jemena’s requirement for reliable communications and data transfer. Jemena’s minimum data to be transferred from third party owned and operated meter installations to Jemena’s SCADA is set out in Jemena’s Measurement Manuals (see 7(m) below); and
 - m) Relevant Jemena policies in establishing and maintaining interconnection published at the [Jemena website](#) including:
 - i. Published Measurement Manual – [Measurement Manual](#)
8. The process for an Interconnecting Party to obtain a Connection Service to Jemena’s pipelines is as per the process for Access Requests as set out in section 2 of this Guide, noting that:
- a) In most cases user access to Jemena’s pipeline services will be required to complement the new facility connection. As such, Jemena encourages the Interconnecting Party to make a preliminary enquiry to discuss the service and connection requirements. This will allow productive and timely collaboration to strengthen outcomes when developing and testing the concept (including technical elements, physical locations and commercial approach).
 - b) Following a preliminary enquiry, the Interconnecting Party is to complete an Access Request Form available on each pipeline’s webpage at the [Jemena website](#) and submit it to the relevant Jemena team member listed in Table 1 above, noting that the Interconnecting Party can complete the Access Request Form without making a preliminary enquiry. This Access Request Form specifies the information to be provided by an Interconnecting Party when seeking to establish an interconnection.
9. Once the Access Request Form has been completed by the Interconnecting Party, Jemena and the Interconnecting Party will exchange information which is necessary to:
- a) allow Jemena to assess the proposed interconnection request (including any works proposed to be undertaken by the Interconnection Party) for consistency with Jemena’s technical, safety or reliability requirements set out in item 7 of this Interconnection Policy above;
 - b) ensure the Interconnecting Party understands Jemena’s technical requirements; and
 - c) allow an Interconnecting Party to understand the basis of an interconnection fee.
10. Jemena will assess the completed Access Request Form and any additional information exchanged and then respond to the Interconnecting Party on how and when it will make an Access Offer as set out in section 2 of this Guide. In assessing the Access Request Form and additional information exchanged Jemena will assess:
- a) compliance with Jemena’s technical, safety or reliability requirements set out in item 7 of this Interconnection Policy and the likely impact of the interconnection to Jemena’s existing provision of pipeline services including the normal operating envelope of the pipeline;
 - b) if there is any material risk to the integrity of the existing pipeline or Jemena’s ability to deliver existing pipeline services;
 - c) what the preferred interconnection location and design is, and if being constructed, operated or maintained by the Interconnecting Party, whether the proposed location and design is consistent with Jemena’s technical requirements;

- d) whether both Jemena and the Interconnecting Party have appropriate land tenure to carry out the interconnection;
 - e) whether the proposed site and interconnection location is technically suitable by completing a positive material identification and integrity assessment for the relevant site; and
 - f) the likely process and timeframes to make an Access Offer, and what fees Jemena will charge the Interconnecting Party for costs incurred in assessing the interconnection request.
11. Jemena and the Interconnecting Party should aim to agree the process and timeframes to make an Access Offer, and Jemena's associated charges, otherwise the process and timeframes set out in section 2 of this Guide apply. Given the nature of a Connection Service, it is highly likely that Jemena will need to complete further investigations, which typically take between 3 to 6 months. The Access Offer will be in a form of an Interconnection Agreement for the Connection Service and a GTA for any pipeline services.
12. Once Jemena and the Interconnecting Party have agreed the terms and conditions of the Interconnection Agreement, and GTA if required, both parties will execute it / them. The Interconnection Agreement will specify the:
- a) Connection Works Schedule which will set out the key processes and dates to develop the interconnection equipment by each party, any key steps and dates in the process that require input from both parties, and the key dates for the performance of the commissioning activities. It will also include agreeing a communications interface specification that will contain the requirements of hardware, power, installation, communication redundancy, communication protocols, communication address, data set and acceptance testing for the interface.
 - b) Information that each party will provide to each other in the course of the process associated with establishing an interconnection, which will include detailed design drawings, testing information and certification.

4.1.4 Interconnection costs and fees

13. Depending on what construction option (A, B or some combination) the Interconnecting Party chooses, Jemena's interconnection fees are likely to comprise recovery of:
- a) costs associated with the assessment, design and construction of a Connection Service which commonly results in a one off charge to the user (Connection Works Price as set out in Jemena's standard Interconnection Agreement)
 - b) ongoing operating costs to maintain the connection facility. These costs will be recovered through a monthly charge (Monthly Connection Charge as set out in Jemena's standard Interconnection Agreement), or as agreed.
14. Where Jemena develops the interconnection equipment including downstream of its isolation valve (or part of the interconnection equipment), the interconnection fees will be based on the directly attributable cost of constructing, operating and maintaining the interconnection equipment to the extent that this is undertaken by Jemena, including so as to achieve a rate of return that is commensurate with the prevailing conditions in the market for funds and reflects the risks Jemena faces in providing the pipeline service. Where gas is to be injected at the interconnection point, the directly attributable cost will also include costs associated with Jemena installing, operating and maintaining metering and gas quality monitoring equipment as a result of the interconnection.
15. If the Connection Service affects the capacity of the pipeline available for other pipeline services and is priced at a premium or a discount to the price for a firm haulage service, any premium or discount will:

- a) take into account any opportunity cost or benefit to Jemena of providing the pipeline service, having regard to any effect on the cost of providing services or the capacity of the pipeline; and
 - b) be consistent with the price for the pipeline service providing a reasonable contribution to joint and common costs.
16. Jemena will provide sufficient information to the Interconnecting Party to enable it to assess the likely availability of capacity to or from the interconnection point.

4.1.5 Standard terms and conditions

17. Jemena's standard terms and conditions for a Connection Service can be found in Jemena's standard Interconnection Agreement on each pipeline's webpage at the [Jemena website](#).
18. Other requirements that need to be established early in the enquiry of a new connection are:
- a) Confidentiality Agreement – for sharing of confidential information between Jemena and the Interconnecting Party which is available on each pipeline's webpage at the [Jemena website](#)
 - b) Gas Transportation Agreement – if there is a requirement for an accompanying GTA on the connecting infrastructure it is Jemena's strong preference to have the terms agreed in principle prior to works commencing on the interconnection. GTAs are available on each pipeline's webpage at the [Jemena website](#).

5. Definitions

Term	Definition
Access Seeker	A user or prospective user seeking access to the Jemena's transmission pipeline services, including for Existing Capacity or Developable Capacity
AER	Australian Energy Regulator
AS	Australian Standard
Atlas	Atlas Gas Pipeline
Connection Service	The service provided by Jemena in enabling interconnection by the Interconnecting Party under Part 6 of the NGR, and defined in the standard Interconnection Agreement: During the Connection Services Term, the Service Provider agrees to permit the Interconnecting Party to connect the Interconnecting Party's Facility to the Infrastructure at the Connection Point and keep the Interconnecting Party's Facility connected to the Infrastructure at the Connection Point, subject to the terms of this agreement
DDP	Darling Downs Pipeline
Developable capacity	Capacity created by an Extension and/or Expansion of a pipeline
Excess Capacity	Available capacity after making offers to all Access Seekers in the Existing Capacity Queue
Excess Demand	Where there is insufficient Existing Capacity to satisfy a request for services
Existing Capacity	The pipeline's current capacity under normal operating conditions before modification, expansion or extension
Existing Capacity Queue	Queue of requests for access to Existing Capacity when it becomes available
Expansion	An increase in the capacity of a pipeline without changing the geographical range of the pipeline. Examples include conversion of the pipeline to be bi-directional, addition of compression, development of new or expanded delivery or receipt points (including the point of interconnection with another pipeline or facility, but excluding any Extension of the pipeline)
Extension	An extension beyond the current geographical range of the pipeline, including for the purposes of creating new delivery or receipt points (including the construction of new laterals), new interconnections with other pipelines or facilities or to enable a new market or gas sourced to be served
GTA	Gas Transportation Agreement
Interconnecting Party	The Access Seeker seeking to establish the interconnection under Part 6 of the NGR
NGL	National Gas Law
NGR	National Gas Rules
Other Pipeline Service	A pipeline service other than an Interconnection Service
Terms and Conditions	Terms and conditions includes price and non-price terms and conditions

6. Jemena's technical requirements for interconnection

The below table provides the general technical requirements for Jemena's pipelines. Please contact Jemena for your individual requirements relating to the Connection Service sought.

Pipeline	Pipeline licence	Pipeline section	MAOP (MPa)	Design pressure (MPa)
Darling Downs Pipeline	PPL90	PPL90 - Spring gully to Wallumbilla Gas Pipeline	15.3	15.3
	Pipeline License (PPL 133)	PPL133 - Talinga to DDPS Gas Pipeline	15.3	15.3
	Pipeline License (PPL 133)	PPL 133 - Kenya Lateral (Kenya Spur Line)	15.3	15.3
	PPL 134	PPL134 (Wallumbilla to Talinga Gas Pipeline)	15.3	15.3
	PPL 134	PPL 134 - SGWMS to ML1A Lateral	15.3	15.3
	PPL90 as per GIS	SGW Hub - Run 6 (ML1A to APA (EPIC) Compressor)	15.3	15.3
	PPL90 as per GIS	SGW Hub - Run 7 (ML1A to APA RBP)	10.2	10.2
	PPL134 PPL134 Licence	SGW Hub - Run 9 (Wallumbilla EPIC Interconnect)	15.3	15.3
	PPL90	SGW Hub - Santos Interconnect	15.3	15.3
Atlas Gas Pipeline	PPL 2040	Atlas Lateral Pipeline	15.3	15.3