



Jemena Gas Networks (NSW) Ltd

JGN User Access Guide



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1. Introduction

Jemena Gas Networks NSW Ltd (JGN) operates Australia's largest gas distribution network (the JGN Network). The JGN network is over 25,000km in length and distributes gas to over 1.5 million residential, business and industrial sites in Sydney, Newcastle, the Central Coast and Wollongong, as well to customers in more than 20 regional centres, including in the Central West, Central Tablelands, South Western, Southern Tablelands, Riverina and Southern Highlands regions of NSW. Figure 1 shows the footprint of the JGN Network.



Figure 1 JGN's Network

2. About this User Access Guide

This User Access Guide (Guide) is intended to help Users or prospective Users through the process of gaining access to the JGN Network for pipeline services offered by JGN.

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 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 potential customers of Non-Reference Services may have different needs, we invite you to contact the commercial team with a preliminary enquiry in relation to pipeline access to discuss your specific needs. Contact details for the commercial team are set out in this Guide in Section 3.

JGN is committed to negotiating with our customers in good faith. We endeavour to work with our customers 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 and arbitration process, provided for under the National Gas Rules (NGR). Several specific requirements and timeframes apply to this process, which are also described in more detail in this Guide at section 4.1.

The formal negotiation and arbitration process is not mandatory. So while you are free to submit a formal access request at any time, triggering the negotiation and arbitration process under the NGR, we invite you to discuss your specific requirements by way of preliminary enquiry in the first instance. In our experience, the best commercial and technical outcomes are usually delivered through open and collaborative engagement, and we are committed to working with you to help meet your service needs.

JGN is required to develop and maintain an Interconnection Policy. This can be found in Section 5 of this Guide.

If you would like any further information regarding the process for obtaining access, or if you would like to discuss your needs, please do not hesitate to contact us.

We look forward to working with you.

3. JGN Contacts¹

JGN provides the majority of its pipeline services as a Reference Service on the terms and conditions and prices approved by the Australian Energy Regulator (AER) as part of the Access Arrangement.

However, because some of our customers have different needs which are not met by the Reference Service and require an Interconnection Service or a Negotiated Service, we welcome you discussing your specific requirements with our commercial team in the first instance if you are considering seeking access to less standardised services over the JGN Network.

Our team members listed in Table 3–1 below will be able to help you with any preliminary enquiries or access requests in relation to access to our services whether that be a Reference Service or another Service.

Table 3–1: JGN Contacts

Service	Contacts
Reference Service	For authorised retailers: Emille Kueh, Relationship Manager – Energy Retail 02 9867 7951 All others: Brad Gee, Key Account Manager 02 9867 7134
Interconnection Service	Catherine Marshall, Evoenergy and Key Account Manager 02 9867 7363 Laura Gay, Commercial Manager 03 9173 7845 Brad Gee, Key Account Manager 02 9867 7134
Negotiated Service	Email: rfs@jemen.com.au

¹ NGR r 105C(6)(a),(b).

4. Access to JGN's Services

You are entitled to make an access request under Part 11 of the NGR by submitting an Access Request to JGN which includes the information set out in Appendix A.

Under the Access Arrangement (AA), approved by the AER, JGN provides both Reference and Non-Reference Services on the JGN Network.

JGN's Reference Service is a service for the transportation of gas through the JGN Network to a delivery point for use within the premises served by that delivery point, and associated meter reading and ancillary activities.

The Non-Reference Services offered by JGN are an Interconnection Service and a Negotiated Service. Users can request a Negotiated Service when either JGN Reference Service or JGN's Interconnection Service do not meet their requirements for a pipeline service.

Prospective users have several options when seeking access to pipeline services on the JGN Network.

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. 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 bring your request under the access negotiation process described in Part 11 of the NGR by lodging a formal access request.

4.1 In Detail: How to access our Services

4.1.1 Preliminary Enquiries

JGN invites those seeking access to our Non-Reference Services to make preliminary enquiries prior to sending us an Access Request. While there's 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 Appendix A.

Preliminary enquiries relating to access to the JGN Network can be sent to one of the JGN representatives listed in section 3.

4.1.2 Access Request

You may submit an Access Request for a pipeline service by sending the details to dfs@jemen.com.au. Your request should include the information outlined in Appendix A.

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 executed to govern the exchange of confidential information.

Unfortunately, if an Access Request doesn't 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 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.

Within 5 business days of receiving your Access Request, we will acknowledge receipt and inform you whether it is complete, and what additional information we require.

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). We 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 JGN 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 JGN to provide an Access Offer.

4.1.3 Making an offer or Access Offer

As noted above, 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.

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

- The service we are offering;
- Terms and conditions based on our standard terms and conditions;
- The terms of any negotiated service sought by you (if applicable); and
- Any works to be performed by JGN.

The terms and conditions for our Reference Service can be found in our [Reference Service Agreement](#).² Generally, our Access Offer for an Interconnection Service will be based on our standard terms and conditions set out in JGN's Interconnection Policy (Section 5).

4.1.4 Acceptance of Offer or Access Offer

You can accept an offer (provided by JGN in relation to an enquiry) or Access Offer (provided by JGN in response to a formal access request under NGR) by notifying JGN in writing of your acceptance.

4.1.5 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. JGN 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 Non-reference Services.

² <https://www.jemena.com.au/siteassets/asset-folder/documents/document-centre/gas/2020-2025-jgn-access-arrangement-information/jgn-2020-2025-reference-service-agreement-20190630-public.pdf>

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 sending an email to: dfs@jemen.com.au. 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. As above, please contact the representative nominated by us in the Access Offer or send an email to: dfs@jemen.com.au 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 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 [Access Negotiation Information](#)³ within 15 business days of the 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:

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

³ NGR r 105G. <https://energy-rules.aemc.gov.au/ngr/495/306171#105G>

- (vi) 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 is 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:

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

4.1.6 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:

- (i) for access to a pipeline service under a new access contract;
- (ii) to add a new pipeline service to an existing access contract;
- (iii) for a new access contract to take effect on the expiry of an existing access contract; and
- (iv) 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 aerinquiry@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
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(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 Pipeline Access Dispute Guide](#)⁴ 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.

⁴ https://www.aer.gov.au/system/files/2023-11/AER%20-%20Final%20Pipeline%20Access%20Dispute%20Guide%20-%20November%202023_0.pdf

5. Interconnection Policy

You can find the link to our Interconnection Policy [by clicking here](#).

Appendix A– Information Required for an Access Request

The following information should be included in your Access Request:

- Applicant's details
- Contact Person and details
- Service requested
- Interconnection location
- Annual Contract Quantity (ACQ)
- Maximum Daily Quantity (MDQ)
- Maximum Hourly Quantity MHQ
- Pressure requirements
- Timing

Please add any other information you feel is relevant to your request.
