



Cockburn Cement Lateral

Access Guide

Version:	1.0
Released:	May 2022

Contents

Access Guide	1
Contents	2
1 Introduction	3
1.1 Interpretation and definitions	3
1.2 Purpose	3
2 Access guide	3
2.1 Service provider	3
2.2 Contact details	4
2.3 Process for making an access request	4
2.4 Process for preparing an access offer and negotiations	5
2.5 Further investigations	5
2.6 Confidential information	6
2.7 Review of document	6

1 Introduction

1.1 Interpretation and definitions

In this document:

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

'APA' means APT Goldfields Pty Ltd ABN 44 084 545 344.

'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.39 issued under the Petroleum Pipelines Act 1969 (WA), as in effect as of the date of this Agreement.

'Service Provider' means Origin Energy Pipelines Pty Limited ACN 009 630 648.

'Pipeline' means the Cockburn Cement Lateral (18km) consisting of all buried and above ground pipework and all associated valves and other equipment commencing from the inlet flange of the Pipeline downstream from the receipt facilities (at the outlet metering skid in the DBNGP compound at the Mondarra off-take facility) to the outlet flange of the Cockburn Cement Delivery Station, including all items within compounds and on the right of way as set out in the Pipeline Licence.

'Pipeline Services' means gas receipt, transportation, delivery and related services provided by means 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 requests for access to Pipeline Services in respect of the Pipeline.

2 Access guide

2.1 Service provider

- (a) 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 Cockburn 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/exploration-production/>

(b) Any enquiries, access requests or queries in relation to this document can be sent to:

Head of Wholesale Gas Portfolio
Origin Energy
Phone: (02) 8345 5000
Email: DLGasPortfolioNotices@originenergy.com.au

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 section 2.3(c), under rule 559 of the National Gas Rules, any user or prospective user of the Pipeline may request the Service Provider to provide a Pipeline Service by contacting the Service Provider under section 2.2 ('**Access Request**').

(c) A prospective user is also welcome to make a preliminary enquiry for access to a Pipeline Service prior to making a formal Access Request, and if requested, the Service Provider must carry out further investigations on the basis of any preliminary enquiry to assist the prospective user in making a formal Access Request.

(d) 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:

A. the due incorporation and good standing of the user or prospective user;

B. 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.

(e) The Access Request must:

(i) be in writing and be addressed to the person set out in section 2.2(a);

(ii) specify that it is a formal Access Request under rule 559 of the National Gas Rules;

(iii) include the following details:

A. Contracting entity and details for the purposes of notices;

B. start and end date of service term for each Pipeline Service;

C. maximum daily quantity requirement for each Pipeline Service;

- D. maximum hourly quantity requirement for each Pipeline Service; and
 - E. 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.
- (f) If the Access Request appears incomplete, the Service Provider must notify you within 5 business days after the Access Request is received specifying the information required to complete the Access Request.

2.4 Process for preparing an access offer and negotiations

- (a) The Service Provider will review the submitted Access Request and contact the user or prospective user within 15 business days to advise whether there is sufficient spare capacity available on the Pipeline to meet the Access Request, subject to pre-existing contractual arrangements. If there is not sufficient capacity available section 2.5 will apply.
- (b) 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.
- (c) 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**').
- (d) The parties must negotiate in good faith an Access Proposal in accordance with section 216G of the National Gas Law.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Nothing in this document prevents a user or prospective user from referring a dispute to arbitration in accordance with 216J of the National Gas Laws.

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) The 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) In the event that 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.

- (d) 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) Subject to section 2.6(b), the 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.
- (b) Service Provider may disclose any data or 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 extent required by applicable laws or by regulations of any authority;
 - (ii) to the extent that the information is already within the public domain;
 - (iii) to any related body corporate of the Service Provider;
 - (iv) to any bona fide potential purchaser, transferee or assignee of the Service Provider or its related body corporate; and
 - (v) to any adviser, consultant, expert, contractor or subcontractor employed or retained by the Service Provider.

2.7 Review of document

The 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.