



Energy Generation Pty Limited

Non-scheme Pipeline User Access Guide



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Introduction

Energy Generation Pty Ltd (**Energy Generation**), a subsidiary of Energy Developments Pty Limited is the owner of the Leonora Lateral Pipeline which is classified as a 'non-scheme pipeline' under the *National Gas Rules*.

This guide has been developed to assist customers in gaining access to the pipeline. The guideline sets out:

- the details of the Leonora Lateral Pipeline;
- contact details for our pipeline management team;
- how to make a request for access to the pipeline; and
- the processes and timeframes involved in responding to your request.

This is a general guide only. If you have any queries or concerns we encourage you to contact our pipeline management team.

The Leonora Lateral Pipeline

The Leonora Lateral Pipeline is connected to the Goldfields Gas Pipeline at approximately 1,142.8km along that pipeline. The Leonora Lateral Pipeline is approximately 16.5km in length. It is shown in the image below, highlighted in green.





Contacts

You are encouraged to contact our GM Remote Energy, Geoff Hobley with any queries regarding your pipeline access request.

GM Remote Energy
0400 528 586
geoff.hobley@edl.com.au



How to Make an Access Request

Access Request Form

You are encouraged to make a preliminary enquiry by contacting our GM Remote Energy (the details are listed on page 5 of this guide).

You can make an access request at any time in accordance with the below process.

An access request form (see **Annexure A**) must be submitted. The request must contain sufficient detail to allow us to properly process your request, including:

- when access is required;
- details of the capacity required and the duration for which this capacity is sought;
- the inlet point at which you require gas to be received into the pipeline and the outlet point at which you require gas to be delivered from the pipeline;
- relevant technical details for any new interconnection to the pipeline, and
- any other information that may reasonably be required to process your access request.

Upon receipt of an access request form, we will notify you in writing within 5 business days that:

- further information is required to process your request, or
- your access request is compliant and we will begin processing your access request.

We will notify you within 10 business days of receiving a compliant access request whether we will need to undertake further investigations in order to process your request.

We will respond to your access request within the following timeframes:

- if further investigation is required, within 60 business days of receipt of a compliant access request; or
- otherwise, within 20 business days of receipt of a compliant access request.

Access Offer

A response to a compliant access request will either:

- include an access offer, with details of the price and other terms and conditions on which we grant access to the pipeline, the technical and performance specifications and any works to be undertaken by you or us and be in a form capable of acceptance so as to constitute a new access contract; or
- advise that we are unable to make an access offer and the reasons why the services cannot be provided.

We are not required to make an access offer if the access request has been withdrawn, is not technically feasible or consistent with the safe and reliable operation of the pipeline to grant access, having used all reasonable efforts to accommodate your requirements or would require an extension of the pipeline.



Further Investigations

If we have advised that further investigations are required in accordance with the process set out above, we will outline a proposal to facilitate the investigations (**Investigation Proposal**).

The Investigation Proposal will outline:

- the nature and scope of the investigation;
- a detailed plan and schedule for completion of the investigation; and
- an estimate of the reasonable costs of the investigation required to be met by you.

As stated above, where further investigations are required, an access offer will be made within 60 business days of receipt of a compliant access request, unless otherwise agreed.

Section 559(7) of the *National Gas Rules* requires that we, as a service provider and you as a prospective user, must negotiate in good faith about the terms and conditions applying to the carrying out of any further investigations. This includes matters relating to the determination of reasonable costs of the further investigations and any extension to the time period for responding to an access request to allow further investigations to be completed.



Confidentiality

Any information exchanged during the access request process will be dealt with in accordance with Energy Generation's Confidentiality Agreement (see Annexure B).



Negotiations and Dispute Resolution

Under section 216G of the *National Gas Law*, we as a service provider and you as a prospective user, have a duty to negotiate in good faith regarding whether access can be granted and the terms and conditions for the provision of access.

Under section 216J of the *National Gas Law*, any person who makes an access request has the right to refer an access dispute to the scheme administrator for arbitration.



Exchange of Information

National Gas Rule 562 provides:

- (1) *In negotiations under this Part, each party to the negotiations must, in requesting or providing access negotiation information, do so in a manner and at a time consistent with the duty of the party to negotiate in good faith.*
- (2) *A prospective user who is party to negotiations under this Part may from time to time by notice request a service provider who is party to the negotiations to provide access offer information in relation to any aspect of the matters being negotiated.*
- (3) *Subject to subrules (8) and (9), a service provider given a notice under subrule (2) must comply with the request within 15 business days of the notice or any longer period agreed by the prospective user.*
- (4) *Access offer information provided in response to a request under subrule (2) must:*
 - (a) *comply with the access information standard as if the information were information required to be published under this Part;*
 - (b) *be relevant to the subject matter of the request; and*
 - (c) *be provided in a readily readable form including where requested in electronic file format with all underlying data files and inputs.*
- (5) *A party to negotiations under this Part:*
 - (a) *may from time to time by notice request another party to the negotiations to provide access negotiation information of the other party that the other party is seeking to rely on in relation to a specific matter arising in the negotiations; and*
 - (b) *subject to subrule (6), may during the course of the negotiations by notice request another party to the negotiations to provide all access negotiation information of the other party.*
- (6) *A party to negotiations under this Part:*
 - (a) *must give a notice under subrule (5)(b) before the party issues an access dispute notice in relation to the subject matter of the negotiations; and*
 - (b) *must not issue an access dispute notice earlier than 15 business days after the notice under subrule (5)(b) is given.*
- (7) *Subject to subrules (8) and (9), a party to negotiations under this Part must provide access negotiation information requested by another party to the negotiations under subrule (5) within 15 business days of the request or any longer period agreed by the party making the request.*
- (8) *A party to negotiations under this Part is not required to provide an item of information requested by another party under this rule where:*
 - (a) *to do so would breach a confidentiality obligation owed in respect of that information to an unrelated third party; and*
 - (b) *the third party has not given consent to the disclosure despite reasonable efforts having been made to obtain that consent.*
- (9) *A person cannot be required under this Division or Division 4 to disclose:*
 - (a) *information that is the subject of legal professional privilege; or*
 - (b) *documents that would disclose information subject to legal professional privilege.*



Annexure A: Access Request Form

Customer Details

Company: _____

Company ABN: _____

Contact Name: _____

Contact Email: _____

Contact Phone Number: _____

Pipeline Access Details

Date Access Required: _____

Duration of Access Required: _____

Inlet Point: _____

Outlet Point: _____

Reason for Request:
(attach any supporting
information e.g. sitemaps,
load profiles etc)

Capacity Details

Annual Flow (TJ/annum): _____

Average Flow (TJ/day) _____

Minimum Flow (TJ/day) _____

Max Hourly Flow (TJ/hour) _____

Future Flow Growth (%) _____

Please advise temperature, delivery pressure and gas specification.



Creditworthiness

Please provide copies of your latest audited reports and Constitution which you represent and warrant are true and correct copies of the originals.

Confidentiality

All prospective users must sign and submit a copy of Energy Generation’s Confidentiality Agreement (see annexure B) as well as the Access Request Form.

Prescribed Fee

This Access Request Form is accompanied by the Prescribed Fee of \$5,000 plus the amount of GST payable in respect of the Prescribed Fee. This Access Request Form is to be treated as a tax invoice in relation to the Prescribed Fee.

Executed by Prospective User

Executed by [insert Prospective Users Details and ABN] in accordance with section 127 of the *Corporations Act 2001*:

Signature – Director

Signed – Director/Secretary

Title

Title

Name (block letters)

Name (block letters)



Annexure B: Confidentiality Agreement

Date/...../2018

Parties

1. **[INSERT NAME OF PROSPECTIVE USER]** (ACN [ACN OF PROSPECTIVE USER]) (“**Other Party**”)
 Address for notices: [ADDRESS OF PROSPECTIVE USER]
 Email: [EMAIL OF PROSPECTIVE USER]
 Ph: [PHONE NO. OF PROSPECTIVE USER]
2. **Energy Generation Pty Ltd** (ABN 82 009 017 458) (“**EDL**”)
 Address for notices: Level 6, 1 Eagle Street (Waterfront Place), Brisbane, Queensland Australia 4000
 Email: Geoff.hobley@edl.com.au
 Ph: 07 3275 5555

Background Each party may disclose information to the other party in connection with the Purpose, but the parties are only prepared to do so on the basis of the mutual obligations set out in this agreement.

“Purpose” For the purpose of negotiating potential access to the Leonora Lateral Pipeline.

“Confidential Information” covered by this agreement Information (subject to clause 1.3), in any form or medium (including copies of it and information derived from it), made available or disclosed by or on behalf of a party or its Related Body Corporate to the Recipient or its Related Body Corporate or an employee or agent of the Recipient (or its Related Body Corporate) in connection, directly or indirectly, with the Purpose, including information of a technical, financial or commercial nature and information that in any way relates to the business of the disclosing party.

“Recipient” The party to whom Confidential Information is made available or disclosed.

“Related Body Corporate” Has the meaning given in section 50 of the *Corporations Act 2001* (Cth), and regarding EDL also means each of: (a) CK Infrastructure Holdings Limited (Hong Kong Stock Exchange Code: 1038 “CKI”); (b) CK Asset Holdings Limited (Hong Kong Stock Exchange Code: 1113 “CKA”); and (c) Power Assets Holdings Limited (Hong Kong Stock Exchange Code: 0006 “PAH”); and (d) any entity in which CKI and/or PAH and/or CKA hold, in aggregate, directly or indirectly more than 50% of the equity interest.

THE TERMS AND CONDITIONS FOLLOW THIS PAGE.

AGREED to by the parties:

SIGNED by [NAME OF PROSPECTIVE USER] Pty Limited by an authorised representative in the presence of a witness:

Signature _____
(witness)
Name: _____

Signature _____
(Duly Authorised Representative)
Name: _____
Title: _____

SIGNED by EDL Group Operations Pty Ltd by an authorised representative in the presence of a witness

Signature _____
(witness)
Name: _____

Signature _____
(Duly Authorised Representative)
Name: _____
Title: _____

1. OBLIGATION OF CONFIDENTIALITY

- 1.1 Each party acknowledges that Confidential Information of another party is confidential to that other party and is disclosed only for the Purpose and in reliance on this agreement (even if disclosure is made prior to the parties signing this agreement).
- 1.2 The Recipient must:
- (a) keep the Confidential Information confidential at all times; and
 - (b) not (except as permitted by this agreement):
 - (i) disclose any Confidential Information to any person;
 - (ii) cause or allow any Confidential Information to be copied, reproduced or recorded;
 - (iii) use any Confidential Information except for the Purpose; or
 - (iv) assist or permit any person to make any unauthorised disclosure, reproduction or use of the Confidential Information.
- 1.3 Information is not, in respect of a Recipient, Confidential Information under this agreement if:
- (a) it is or becomes known in the public domain, other than by a breach of this agreement or other unlawful means;
 - (b) the Recipient can establish, by written record, that the information is already known to the Recipient without confidentiality restrictions before it is received from the disclosing party; or
 - (c) the Recipient can establish, by written record, that the Recipient has acquired or come to know of the information independently of the disclosing party, and any agent or employee of the party, otherwise than by unlawful means.

2. PERMITTED DISCLOSURE AND USE

- 2.1 This agreement does not prohibit disclosure by the Recipient of Confidential Information in the following circumstances:
- (a) (*representative*) to a Related Body Corporate or an officer, employee, adviser or agent of the Recipient or a Related Body Corporate who needs the Confidential Information for the Purpose, provided that (before disclosure is made) the Recipient ensures that each such person is informed of the confidential nature of the information being disclosed and the requirement that it not be disclosed to any other person and not be used except for the Purpose;
 - (b) (*law*) if it is required by law or by the rules of a stock exchange binding the Recipient, provided that the Recipient:
 - (i) informs the disclosing party of any such disclosure (before disclosure is made) and gives that party sufficient time to seek a protective order or other relief from disclosure; and
 - (ii) restricts disclosure of Confidential Information as far as is permitted by law or the relevant rules of any stock exchange; or
 - (c) (*consent*) if the disclosing party has given prior written consent to the disclosure.
- 2.2 The Recipient may use and copy Confidential Information to the extent necessary for the Purpose.
- 2.3 The Recipient is responsible for any disclosure, reproduction or use of the Confidential Information where clause 2.1(a) applies and/or by its officers, employees, advisers and agents as if such disclosure, reproduction or use were made by the Recipient, and the Recipient must take such steps as may be necessary to prevent any disclosure, reproduction or use that would be contrary to this agreement.
- 2.4 For the avoidance of doubt, nothing in this agreement prohibits a party from disclosing its own Confidential Information.

3. INFORMATION

- 3.1 Nothing in this agreement assigns or gives to the Recipient any licence or other rights relating to Confidential Information of another party.
- 3.2 No party, by virtue of this agreement alone, makes any representation or warranty to another party as to the accuracy or completeness of any Confidential Information.

4. RETURN OF INFORMATION

- 4.1 The Recipient must, immediately upon request by the disclosing party (even if it is before completion of the Purpose), deliver up to that party or, at that party's option, destroy every record under the Recipient's control of all Confidential Information of that party.
- 4.2 Despite clause 4.1, a Recipient may retain records of Confidential Information to the extent:
- (a) it is contained in board papers;
 - (b) it is contained on a permanent computer back up system; or
 - (c) required by professional advisers to the Recipient (see clause 2.1(a)) for professional indemnity purposes.

5. DURATION

Each party's obligations under this agreement survive completion of the Purpose and continue in full force and effect until all of the Confidential Information disclosed under this agreement is widely known in the public domain, otherwise than as a result of the breach of this agreement or other unlawful means.

6. GENERAL

- 6.1 A notice under this agreement must be in writing and sent to the address of the receiving party shown in this agreement (or another address it gives notice of).
- 6.2 This agreement is governed by the law in force in Queensland and the parties submit to the non-exclusive jurisdiction of Queensland courts.
- 6.3 Either party may institute proceedings to restrain, or obtain immediate equitable relief in respect of, any breach or threatened breach of this agreement or any other unauthorised use or disclosure of any Confidential Information.
- 6.4 The provisions of this agreement are in addition to the obligations of the Recipient in respect of confidential information at law, in equity, or pursuant to any statute, trade or professional obligation, custom or use.
- 6.5 Any amendment of this agreement or any waiver of any rights of any party has no effect unless it is in writing executed by the parties (in the case of a variation or amendment) or the party granting the waiver (in the case of a waiver).
- 6.6 In this agreement, unless the context otherwise requires:
- (a) a reference to Confidential Information, in connection with a reference to the Recipient, is a reference to Confidential Information of a party that is not the Recipient;
 - (b) a reference to disclose in connection with information includes making the information available, giving access to it, and divulging or communicating it (and it includes disclosure whether by or on behalf of the person);
 - (c) a singular word includes the plural (and vice versa);
 - (d) a reference to a party includes its successors and permitted assigns; and
 - (e) a reference to a person includes any type of entity, whether or not it is incorporated or has a separate legal identity.

END OF TERMS & CONDITIONS.