

DLNG to PWC Pipeline

User Access Guide

Version:	0
Released:	September 2019

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1 Introduction

1.1 Interpretation and definitions

In this document:

- a) Where a word or phrase begins with a capital letter:
 - a. It has the meaning given to it in clause 1.1 of this document;
 - b. If it is not defined in this document, it has the meaning given to it in the National Gas Rules;
- b) A reference to a “Rule” is a reference to the relevant section of the National gas Rules;
- c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- d) Headings are for convenience only and do not affect interpretation; and
- e) Unless the context indicates otherwise:

‘Darwin City Gate’ means:

- a) the distribution pipelines within the city of Darwin in the Northern Territory

‘Pipeline’ means:

- a) The pipeline and associated infrastructure, facilities and equipment connecting the Lateral Inlet Point to the connection point at the Darwin City Gate.

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

‘Service Provider’ means Darwin LNG Pty Ltd ABN 48 085 130 981 (or “**DLNG**”).

1.2 Purpose

- b) The DLNG to PWC Pipeline is owned and operated by DLNG.
- c) The purpose of this document is to provide the information required under Part 23 of the National Gas Rules in relation to accessing the Pipeline.

2 Access guide

2.1 Service provider

- a) The Service Provider will operate the Pipeline and provide the Pipeline Services 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 “**DLNG to PWC Pipeline Service and Access Information**” document for information and services relating to the Pipeline. See ConocoPhillips website at <http://www.conocophillips.com.au/what-we-do/our-projects-activities/darwin-lng/>.

- b) Any enquires, access requests or queries in relation to this document may be sent to:

Bayu Undan – DarwinLNG Commercial Team Lead
ConocoPhillips Australia Pty Ltd

53 Ord Street
West Perth WA 6000

Phone: (08) 9423 6666

Email: DarwinLNG@conocophillips.com

2.3 Process for making an access request

- a) Subject to clause 2.3 (b), any prospective user of the Pipeline may request the Service Provider to provide a Pipeline Service by contacting the Service Provider under clause 2.2 ('**Access Request**')
- b) To submit an Access Request, the Service Provider requires that a 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 prospective user must have provided Service Provider with a legal opinion in form and substance satisfactory to the Service Provider that confirms:
 1. The due incorporation and good standing of the prospective user;
 2. The legal capacity of the user to enter into and perform an agreement for Pipeline Services between the Service Provider and the user of prospective user.
 - iii. Must demonstrate that it has the necessary financial capability to discharge its future obligations in relation to the Pipeline Services the subject to the Access Request.
- c) The following information must be included in an Access Request:
- i. Contracting entity and details for the purpose of notices;
 - ii. Start and end date of service term for each Pipeline Service;
 - iii. Maximum daily quantity requirement for each Pipeline Service;
 - iv. Maximum hourly quantity requirement for each Pipeline Service;
 - v. Details of receipt point at which gas is to be delivered to the Service Provider. If tie-in required details of the tie-in point and specifications; and
 - vi. Details of delivery point at which gas is to be delivered by the Service Provider.

2.4 Process for preparing an access offer and negotiations

- a) Service Provider will review the submitted Access Request and contact the user or prospective user:
- i. Where the Access Request is incomplete, within 5 business days after the Access Request was received, specifying the information required to complete the Access Request; and
 - ii. Within 10 business days after the Access Request was received or, if applicable, after receipt of further information requested under clause 2.4, a) (i), advising whether technically and commercially there is an opportunity to meet tie-in and Access Request, subject to pre-existing contractual arrangements.
- 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 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) The parties must negotiate in good faith an Access Proposal in accordance with section 216G of the National Gas Law.
- d) A 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.
- e) 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 prospective user, provide information reasonably requested by a prospective user in connection with the Access Proposal.

- f) 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 prospect 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 prospective user.
- g) Nothing in this document prevents a prospective user from referring a dispute to arbitration in accordance with 216J of the National Gas Law.

2.5 Further investigations

- a) When a tie-in is required to access the Pipeline Service, it may not be feasible to provide prospective user with Pipeline Service.
- b) When the combined demands for the Pipeline Services exceed Pipeline capacity, it may not be feasible to provide prospective users with Pipeline Service.
- c) Service Provider will consider tie-in, extending or expanding the Pipeline to meet prospective user requirements where it considers it to be commercially viable and technically feasible to do so.
- d) Any such investigations undertaken in relation to the Access Request will be undertaken expeditiously, and only to the extent reasonably necessary.
- e) Service Provider may elect not to proceed with an investment in tie-in or and new capacity where it may be uneconomic, where it is unreasonable, for technical reasons or for other reasons specified by the Service Provider.

2.6 Confidential information

- a) For the purposes of this clause 2.6, '**confidential information**' means all information disclosed by the prospective user to the Service Provider in relation to the Access Request negotiations, other than information in the public domain, or any information which subsequently comes into the public domain as a result of a permitted disclosure under clause 2.6 9 (c).
- b) Subject to clause 2.6 (c), Service Provider will ensure that confidential commercial information provided by prospective user will be treated as confidential and will only be used for the purposes for which it was provided.
- c) Service Provider may disclose any confidential information provided by a prospective user in the following circumstances (as may be applicable) and upon the following conditions in all cases only to such extent as may reasonably be required:
 - i. To the scheme administrator in an access dispute notice;
 - ii. To the arbitrator in the course of an arbitration;
 - iii. By, or necessary for the purposes of, the National Gas Rules or the National Gas Law;
 - iv. Without limiting clause 2.6 (c)(iv), to the extent required by a law of a participating jurisdiction or required by a competent regulatory body, provide the Service Provider gives written details of the disclosure including an explanation of the reasons for disclosure) to the user or prospective user;
 - v. By Service Provider to any related body corporate of the Service Provider in connection with the Access Request;
 - vi. Where the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction;
 - vii. To any bona fide potential purchaser, transferee or assignee of the Service Provider or its related body corporate; and
 - viii. To a professional or other adviser, consultant, expert, contractor or subcontractor employed or retained by the Service Provider who agrees to or is otherwise bound by professional obligations to maintain the confidentiality of the confidential information.

2.7 Review of document

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

3 Pipeline information and service information

- a) Please refer to the 'DLNG to PWC Pipeline Service Access and Information' document published on the ConocoPhillips website at

<http://www.conocophillips.com.au/what-we-do/our-projects-activities/darwin-Ing/>.