

Allgas Energy Pty Limited



Allgas User Access Guide

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1. Allgas's approach to distribution network access and negotiation with customers

This user access guide sets out Allgas's approach to negotiation, and existing and prospective customers' rights in respect of distribution network access, tariffs and terms.

We will seek to understand and meet customer needs

We recognise that our customers' needs are varied. Our customers, whether they be energy retailers, small and large industrial users, housing developers, or builders, have different needs in respect of gas supply, and as a result, different needs in respect of distribution network services.

A potential customer's specific requirements for service will determine whether those requirements can be met through existing capacity, or whether new network facilities, including the type, scale and location of those facilities, are required. We will seek to meet these needs: this is our business.

Published standard tariffs and terms

Explanations of standard Allgas distribution networks, standing tariffs and terms are published on Allgas's website. Potential customers are encouraged to review these services, tariffs and terms to understand the key considerations relevant to gaining access to pipeline services.

We will negotiate in good faith

Allgas will always act fairly, and with honesty and integrity in our dealings with you. We will negotiate in good faith with all our customers in providing access to distribution networks and other services, or in building new facilities for customers. Allgas and users or prospective users also share a requirement to negotiate in good faith in respect of providing access to distribution networks and other services under section 148D of the National Gas Law.

2. Regulation of the Allgas distribution network

The Allgas network is a non-scheme pipeline under the regulatory framework of the *National Gas Law* and *National Gas Rules*. Under this framework, users and the network business contract for access to the network through bilateral negotiation. The network business publishes a range of financial and other information to enable users to negotiate tariffs and terms of access from an informed perspective.

This User Access Guide informs users and prospective users of the *Rules* processes surrounding negotiating access to the network, and avenues for formal dispute resolution in the event negotiations are not successful.

While access to the Allgas network is achieved through negotiation, users or prospective users are not required to follow the formal process outlined in this User Access Guide – we encourage users or prospective users to follow the informal process outlined below. The service provider for the Allgas network is Allgas Energy Pty Ltd.

3. Paths for gaining access to distribution network services

There are three main ways to gain access to distribution network services on the Allgas network:

- Changes to existing contracted services
- An informal process via a preliminary enquiry or informal access request
- A formal process through a Formal Access Request

These are set out below.

3.1. Changes to existing contracted services



Changes to existing contracted services are managed under the relevant contract, and not the scheme of regulation set out in Part 11 of the National Gas Rules.

For changes to existing contracts, we encourage customers to contact their Allgas Relationship Manager to discuss any new — or changes to existing — services on our network.

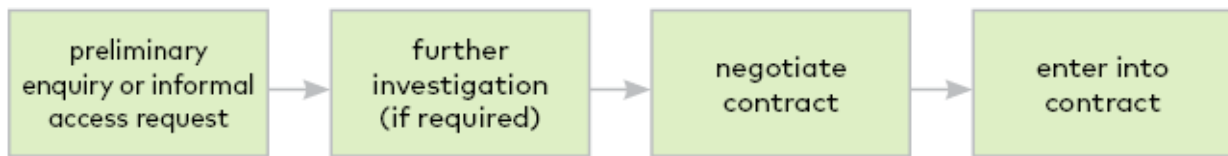
Allgas will negotiate changes to existing contracted services in accordance with the variation rights under the existing contract.

Some examples of a change to an existing contracted service can include:

- A change to the special or standard conditions relating to an existing service
- A request for an increase or decrease to customers usage requirements

New services can also be added to an existing contract. Where the existing contract does not set out terms or the process for adding a new service, we will follow the processes below to negotiate the terms of the new service. We will also follow the process below for any extension to an existing contract.

3.2. Preliminary enquiries or informal access requests



We encourage potential customers to contact Allgas early when considering their gas supply and transport needs. Early discussion of needs improves the likelihood that Allgas can tailor services to meet them.

For existing customers, a preliminary enquiry or informal access request can be made by contacting your Allgas Relationship Manager. For new customers, contact details are included in Part 5 of this Guide.

To enable Allgas to assess an enquiry or informal access request, please provide as much information as possible about yourself and the service/s you are seeking.

Allgas will respond to each enquiry or informal access request within ten business days, and, if needed, will arrange a time to discuss the potential customer's needs and gather any additional information we may need to make an access offer.

As described above, access to distribution network services typically involves negotiation, in which Allgas seeks to understand the potential customer's needs and develop a service offering that meets them. We will initiate negotiation under the informal enquiry and access request processes.

Allgas may need to make further investigations before confirming that infrastructure is appropriate to meet the potential customer's needs, or before making an access offer. We will advise the customer if this is the case, and when we expect to make an offer.

Allgas must make further investigations if a potential customer requests them. If the further investigations involve material costs to Allgas, we will negotiate in good faith the terms with the potential customer, including the scope of the investigations, the basis for determining reasonable costs, and when the investigations will be completed.

Potential customers do not have to submit a Formal Access Request (see below) to gain access to the Allgas distribution network. We can reach agreement through negotiation as described above. Allgas will always negotiate in good faith, consistent with our shared duty to negotiate in good faith under section 148D of the *NGL*.

3.3. Formal Access Request

Prospective users of the Allgas network may make a Formal Access Request under Part 11 (Rule 105D) of the *National Gas Rules*. A Formal Access Request triggers a formal process of Access Offer and information exchange between Allgas and the potential customer.

Potential customers do not have to submit a Formal Access Request to gain access to the Allgas distribution network.

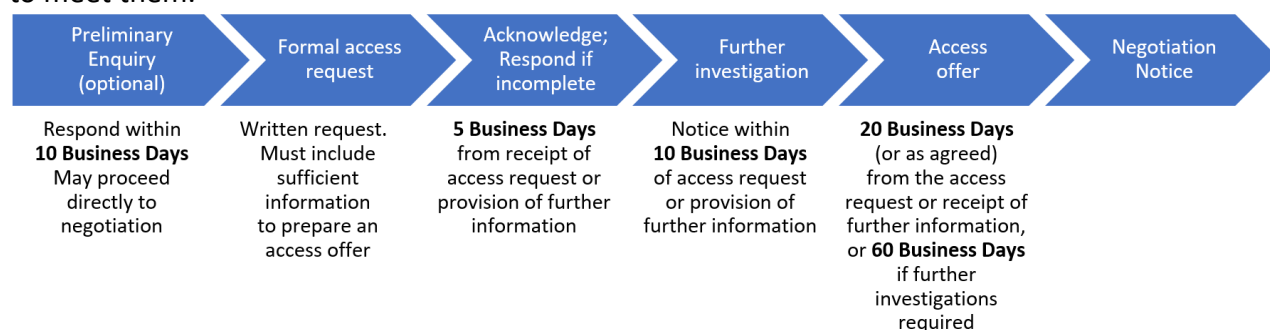
If a potential customer intends to make a Formal Access Request, please contact us using the contact information below.

A Formal Access Request must be made in writing.

Relevant information to include in a Formal Access Request is described below.

A Formal Access Request triggers binding timelines and documentary obligations for both the potential customer and Allgas.

Potential customers do not have to make a preliminary enquiry or informal access request before lodging a Formal Access Request, although Allgas encourages potential customers to make contact through a preliminary enquiry early when considering their gas supply and transport needs. Early discussion of needs improves the likelihood that Allgas can tailor services to meet them.



Allgas will acknowledge receipt of the access request within 5 business days and advise a potential customer if a Formal Access Request form is incomplete. Allgas will let the potential customer know what information is needed to complete the form so that Allgas can make an Access Offer.

Allgas will notify the potential customer within 10 business days of receiving a complete Formal Access Request if Allgas needs to make further investigations before making an Access Offer; for example, to confirm that infrastructure is appropriate to meet the potential customer's needs.

Allgas will only make further investigations to the extent reasonably necessary and will carry them out expeditiously.

Allgas must make further investigations if a potential customer requests them. If the further investigations involve material costs to us, we will negotiate in good faith the terms with the potential customer, including the scope of the investigations, the basis for determining reasonable costs, and when the investigations will be completed. We will always negotiate in good faith, consistent with our shared obligation to negotiate in good faith under section 148D of the *NGL*.

At any time a potential customer may amend the details of a Formal Access Request with Allgas's consent. Allgas will not unreasonably withhold its consent. Allgas may consent, subject to the potential customer's agreement, on a reasonable extension of time for Allgas to make an Access Offer consistent with the amended request.

What information does Allgas need to make a Formal Access Offer?

Potential customers do not have to submit a Formal Access Request to gain access to the Allgas distribution network.

If you intend to make a Formal Access Request, please complete in-full the User Access Form for the distribution network. These can be accessed from our website – see under Formal Access Requests in Part 6 of this Guide.

The information Allgas requires to be able to make a Formal Access Offer includes:

- Customer name, legal entity, ABN/ACN, full address details, contact name and details (position, email and phone number)
- Three credit referees' names, phone and email contact details
- Term commencement and end dates
- Whether the capacity requested is new or a continuation of existing load
- Time or times when each pipeline service will be required, and capacity to be utilised
- Receipt and delivery point locations
- Minimum and maximum receipt and delivery pressures (kPa).
- Gas specification
- Annual quantity to be transported, MDQ and MHQ along with typical daily, weekly and hourly profiles
- Any additional details relevant to your request

Formal Access Offer

Once Allgas receives a complete Formal Access Request, Allgas must make an Access Offer within 20 business days.

Allgas will make an Access Offer within 60 business days (or an alternative timeframe as agreed between Allgas and the potential customer) if Allgas has had to make further investigations to prepare the offer.

Allgas does not have to make an Access Offer if:

- The potential customer withdraws its request (for whatever reason)
- It is not technically feasible or consistent with safe and reliable operation of the pipeline for Allgas to provide the service requested (having used reasonable efforts to accommodate the potential customer's reasonable requirements)
- The request requires an extension of a pipeline

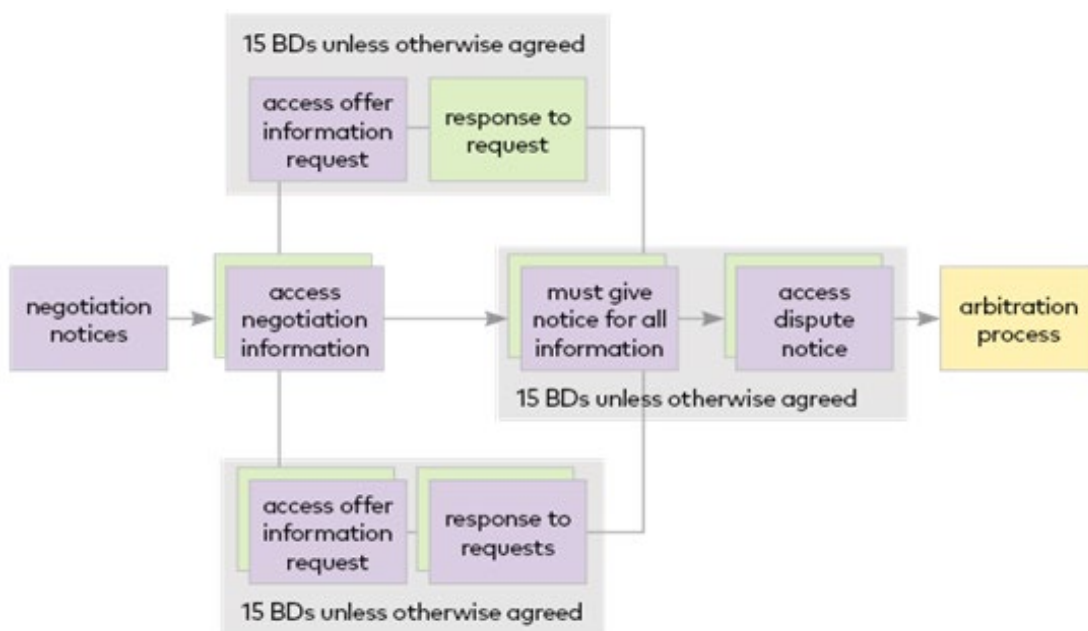
Allgas will give the potential customer clear reasons if we determine that the service is not technically feasible or consistent with safe and reliable operation of the pipeline. If there is some prospect that it will become possible to provide the requested pipeline service at some time in the future, Allgas will provide details (which will be as specific as the circumstances reasonably allow) of when the requested pipeline service is likely to become available.

Allgas's Access Offer must:

- Include price and other terms and conditions
- Contain details of any required works or technical or performance specifications
- Be in a form capable of acceptance

Our access offer may be subject to available capacity, particularly where more than one party is seeking to contract new capacity.

Distribution network service negotiation



If you have made a Formal Access Request to Allgas, you may make a written request for negotiations in relation to any aspect of access to distribution network services, including:

- Whether access can be granted
- The price, terms and conditions of an Access Offer

Giving Allgas a written negotiation notice triggers a prescriptive process with strict timeframes and obligations. A negotiation notice must be made in writing and clearly identify that it is triggering the formal negotiation process under Part 11 of the *National Gas Rules*.

Having triggered formal negotiation, the potential customer may request in writing that Allgas provides Access Offer Information in relation to any matter under negotiation. Allgas will comply with this request within 15 business days, or any longer period agreed with the potential customer. The information Allgas provides must comply with the access information standard, be relevant to the request and be readily readable.

A party to negotiations (whether the potential customer or Allgas) may also request Access Negotiation Information that the other party is seeking to rely on in relation to a specific matter arising in the negotiations. A party to the negotiations may also request the other party to provide all Access Negotiation Information of the other party.

In each case, the other party must provide the requested access negotiation information within 15 business days, or any longer period agreed.

Potential and existing users of Allgas's distribution network have the right to refer an access dispute to arbitration under Chapter 5 of the *National Gas Law*.

A party to negotiations cannot issue an access dispute notice without first requesting the other party to provide all access negotiation information, and allowing 15 business days for its provision.

No party is required to disclose information that would:

- Breach confidentiality of another party (and that party has not given consent to disclosure despite reasonable efforts to obtain consent)
- Be subject to legal professional privilege

A potential customer can bring negotiations under Part 11 to an end at any time, including by entering into an agreement, or withdrawing from the negotiation.

4. Confidential information

Consistent with our usual practice, Allgas will treat all the information provided to us in relation to a preliminary enquiry, informal or Formal Access Request as confidential (except to the extent it is in or enters the public domain) and will only use that information for the purpose it was disclosed.

If a potential customer requests negotiations under Part 11 by written notice, consistent with Rule 105F(8) and (9), both the potential customer and Allgas must not disclose confidential information except:

- To the AER or arbitrator/mediator in an arbitration/mediation
- With the consent of the other party
- To a professional or other advisor of Allgas or the potential customer who agrees to maintain confidentiality
- If required or necessary for purposes of the National Gas Law or Rules
- To comply with a court order or subpoena, or
- As authorised or required by law or a regulatory body, in which case we will give you details of and reasons for the disclosure.

5. Enquiries and informal access requests

For existing customers, please contact the Allgas Commercial Team for changes to existing contracts and new service requests.

For new customers seeking services or making an enquiry, please contact us on 1300 001 001. Alternatively, potential customers may wish to make an enquiry or informal access request by emailing us at allgas.commercial@apa.com.au

Our postal address is:

Allgas Commercial Team
Level 12, 80 Ann Street
Brisbane QLD 4000

We encourage potential customers to contact Allgas early when considering their gas supply and transport needs.

6. Appendix A: Interconnection policy

Under Rule 37 of Part 6 of the National Gas Rules, 'a person has a right to connect to a pipeline or other facility where:

- a) It is technically feasible and consistent with the safe and reliable operation of the pipeline;
and
- b) The person agrees to fund the costs associated with making the interconnection'

Glossary of Key Terms

<i>Term</i>	<i>Description</i>
Connecting Party	The party proposing a new connection to Allgas's pipelines
Connection Facilities	Any facilities upstream and downstream of the Connection Point required to be constructed, operated and maintained to facilitate the proposed new connection.
Connection Point	The point of interconnection between Connecting Party's facility and Allgas's pipelines.
Allgas Works	The portion of the Connection Facilities works on Allgas's side of the Connection Point, including any system changes required to integrate the new Connection Point into its SCADA and gas scheduling and accounting systems.
Connecting Party Works	The portion of the Connection Facilities works on Connecting Party's side of the Connection Point.
Connection and New Facility Agreement (CNFA)	An agreement on substantially the same terms as that provided in Appendix A facilitating allocation of responsibility and rights and obligations of Allgas and the Connecting Party in establishing, operating, maintaining and decommissioning the Allgas Works and Connecting Party Works. Template agreement can be found in Appendix A of this document
Early Works Agreement (EWA)	An agreement facilitating the development of a concept design, indicative cost estimate and schedule for the Allgas Works associated with the Connection Facility, prior to entering into a CNFA.
Operating Protocol	An arrangement outlining the way in which any Connection Facilities must be operated and maintained during or post completion of commissioning activities. Some Allgas pipelines may have existing Operating Protocols for connections that the Connecting Party would be required to adhere to

1. New Connection Principles

a) Ownership and Operation & Maintenance Responsibility for Connection Facilities

Delivery Point metering facilities are to be built, owned, operated and maintained by Allgas.

Receipt Point metering facilities can be all or partially built, owned, operated and maintained by either Allgas or the Connecting Party.

Where Allgas is building, owning, operating and/or maintaining (or any combination thereof) part or all of the Connection Facilities (Allgas Works), Allgas will recover its costs plus a margin via either upfront payments or an ongoing tariff arrangement (as to be agreed – see Agreements principle below).

b) Design responsibilities and standards

Allgas and the Connecting Party must agree responsibility for designing the metering and flow control facilities associated with the Connection Facilities.

Should the Connecting Party be the party responsible for designing the metering and flow control facilities as part of the Connecting Party's Works, Connecting Party must design the metering and flow control facilities in accordance with all applicable standards and Good Gas Industry Practice and Allgas will have rights to review and approve the Connecting Party's Works design prior to commencement of any field works.

c) Impact of Connection

a) Any new connection must not impede:

- The safe and reliable operation of Allgas assets including the ability of the assets to operate at their nameplate capacity; and
- The ability of Allgas to meet its regulatory and contractual and obligations to Connecting Party and all other shippers on Allgas's facilities,

during any activity associated with the establishment of the connection and its ongoing operation.

d) Metering and monitoring

Metering is required to be installed as close as possible to the connection point (i.e. the point of interconnection of the Connecting Party's Facilities and Allgas's relevant pipeline).

Real time gas quality monitoring facilities to measure the composition of the gas including C9+, sulphur and moisture content are required to be installed at all receipt connection points.

Where Allgas is not the owner and operator of the metering and flow control facilities, Allgas must have rights to set flow and pressure control set points to coordinate the receipt or delivery of gas in accordance with terms of gas transportation agreements for the pipeline being connected to.

Allgas must have access to full SCADA visibility for any Connection Facilities not owned by Allgas, including but not limited to gas quality monitoring, filter differential pressure, instantaneous and totalised flow and valve position indicators.

Where relevant, metering and monitoring must be consistent with the Metering and Measurement Requirements – see link in Section 11.

e) Flow and Pressure Control

Allgas may require pressure and flow control facilities at both receipt and delivery points to ensure that flows through the Connection Facilities align with scheduled transportation quantities on Allgas's pipelines.

In addition, Allgas may require overpressure protection shutdown facilities at receipt points to protect its pipelines and to minimise impact on other shippers.

f) Gas Quality

In the case of receipt point connections, any gas that is supplied at the connection point must be sales gas specification in accordance with AS4564 (or any other applicable Law), or such gas specification that may be advised by Allgas for certain specific interconnect pipelines and/or locations.

g) Agreements

A Connecting Party and Allgas must enter into an EWA for Allgas to progress early works for any Allgas Works required to facilitate a new connection.

A Connecting Party and Allgas must enter into a CNFA (which may include an Operating Protocol) once the parties agree to proceed with the Connection Facilities.

A CNFA does not result in Allgas having an obligation to receipt gas from a receipt point connection or deliver gas to a delivery point connection. A Haulage Agreement is required if the Connecting Party is seeking gas distribution on the relevant Allgas pipeline(s). A third party may also be able to enter into a Haulage Agreement with Allgas to receipt or deliver (as applicable) gas at the connection point.

The costs and margin associated with any Allgas Works may be recovered under one or multiple of the EWA, CNFA or Haulage Agreement as relevant.

h) Connection Process Overview

- a) Request a connection
- b) Allgas preliminary assessment of request
- c) Early Works Agreement (pre-FEED and approvals)
- d) Binding Offer (subject to scope of EWA being sufficient to make binding offer)
- e) CNFA
- f) Authorities and Approvals
- g) Engineering Studies (FEED)
- h) Construction
- i) Commissioning
- j) Operations commencement (subject to a Haulage Agreement being entered into by Connecting Party of 3rd party shipper)

2. Requesting a connection

A party seeking to connect to Allgas's pipeline network is able to commence the connection assessment process by providing the following information to Allgas (where relevant):

- a. Allgas Pipeline to which connection is being sought
- b. Nature of the facility to be connected to Allgas's Pipeline
- c. Location of the proposed connection point
- d. Type of connection point – receipt point or delivery point
- e. Proposed connection specifications:
 - i. Maximum Daily Quantity (MDQ)
 - ii. Maximum Hourly Quantity (MHQ) – including daily flow profile
 - iii. Pressure limits (minimum and maximum)
 - iv. Temperature limits
 - v. Other gas conditioning requirements
 - vi. Data exchange requirements
- f. Proposed timing for:
 - i. FID (Final Investment Decision)
 - ii. Commencement of operations
- g. In the case of a proposed receipt point, confirmation that the gas provided at the receipt point will be sales gas quality in accordance with AS4564 (or any other applicable Law)
- h. If known, whether the Connecting Party is seeking Allgas to build, own, operate and maintain any/all of the facilities associated with the proposed connection
- i. Details about the party seeking connection including:
 - i. The nature of the operation that will be upstream/downstream of the connection
 - ii. The entity that would be the subject of any agreement with Allgas to facilitate the connection
 - iii. Overview of the party's experience working in/with the high pressure gas industry
 - iv. A contact(s) of the party, or agent/authorised representative, seeking connection for Allgas to discuss further information sharing requirements with

The above information is to be provided to Allgas in writing via email at:
allgas.commercial@apa.com.au

3. Allgas Preliminary Assessment of Connection Request

Allgas will undertake a preliminary assessment of a connection request made under Section 2.

- a) Allgas may require further information from the Connecting Party and will request this information via the contact details provided under Section 2.
- b) In undertaking the preliminary assessment, Allgas will consider, based on the information provided by the Connecting Party, whether the new connection is likely to be technically feasible and meet the New Connection Principles.
- c) Allgas will inform the Connecting Party of the outcome of its assessment, including:
 - where relevant, the rationale for why a proposed connection is not technically feasible or does not meet the New Connection Principles, or whether an EWA would be required to determine whether the proposed connection is technically or not;
 - whether Allgas believes the Proposed Timing provided in Section 2. is likely achievable, or otherwise, alternate proposed timing;
 - an indicative scope and cost of carrying out a more detailed assessment of the connection scope, cost and schedule for the Allgas Works under an Early Works Agreement; and
 - where relevant, the next steps required to progress the proposed new connection.

4. Early Works Agreement (EWA)

Upon the Allgas Preliminary Assessment determining the new connection is likely to be feasible, should the Connecting Party wish to proceed further, Allgas and the Connecting Party will enter into an EWA.

The EWA will provide for:

- a) Further detailed assessment of the proposed new connection incl. risk assessment and feasibility assessment
- b) Development of a concept design and indicative cost estimate for the Allgas Works
- c) Development of an indicative schedule for the Allgas Works
- d) Allgas review of any designs and schedules developed by the Connecting Party in respect of the Connecting Party Works
- e) Determining requisite approvals for the Allgas Works
- f) Where relevant, alternate options analysis

Allgas will recover its costs plus margin in performing these activities via the EWA.

The Connecting Party must review the outputs of the works the subject of the EWA, provide requisite information to Allgas to facilitate the works, and upon completion of the works, inform Allgas of whether it wishes to proceed with the connection (if feasible).

5. Binding Offer

Following completion of works the subject of the EWA, should the Connecting Party wish to proceed, subject to the scope of the early works being sufficient to accurately cost the Allgas Works, Allgas will prepare a binding offer for the proposed Allgas Works in the form of a draft CNFA for the Connecting Party.

Connecting Party will be responsible for the costs of the Connecting Party Works.

6. Connection and New Facility Agreement (CNFA)

The CNFA covers, where relevant, the following scope to facilitate the proposed new connection:

- a) Delineation of Allgas Works and Connecting Party Works for the Connection Facility
- b) Description of any works upstream or downstream of the Connection Facilities required to facilitate the connection
- c) Definition of Connection Point
- d) Connection specification (min/max flow, pressure and temperature)
- e) Engineering studies (FEED)
- f) Functional requirements
- g) Metering and data exchange requirements
- h) Construction of new facilities
- i) Allgas review, supervision and/or approvals of any Connecting Party Works
- j) Commissioning
- k) Ongoing operation and maintenance, including where relevant an Operating Protocol
- l) Decommissioning
- m) Where relevant, recovery by Allgas of costs and margin associated with Allgas Works

The CNFA will designate the extent of each party's responsibility for each of the above scope items.

7. Authorities and Approvals

Each party is required to:

- a) coordinate with any relevant authority required by Law to facilitate the proposed new connection; and
- b) obtain any approvals required by any relevant Law (for example, under the National Gas Laws) in order to facilitate the proposed new connection,

in respect of the portion of the Connection Facility that will be designed, built, owned and operated by that party.

8. Construction and Commissioning

Each party will be responsible for the construction and commissioning of their respective portion of the Connection Facilities as agreed in the CNFA.

Construction activities must be in accordance with the New Connection Principles.

The parties will cooperate to facilitate the final tie-in and commissioning of the Connection Facilities.

9. Commencement of Operation

Prior to commencement of operation of the Connection Facilities, Allgas will undertake a review of the results of commissioning activities and approve entry of the facilities into operations provided Allgas is satisfied operation of the facilities will adhere to the New Connection Principles, and any agreed Operating Protocol.

Allgas will not have an obligation to receipt or deliver gas (as applicable) at the Connection Point unless a Haulage Agreement has been agreed with the Connecting Party or a relevant third party.

Prior to commencement of operations, where there is more than one shipper, it is the responsibility of the Connecting Party to agree an allocation methodology for the Connection Point with any shippers that Allgas will be receipting from or delivering gas to at the connection subject to a Haulage Agreement. The Connecting Party must inform Allgas in writing of the allocation agreement and associated allocation methodology.

Ongoing operations and maintenance of each party's respective portion of the Connection Facilities will be undertaken by the responsible party as agreed in the CNFA.

Operations and maintenance activities must adhere to the New Connection Principles.

10. Decommissioning

Decommissioning activities for each party's respective portion of the Connection Facility will, where required, be undertaken by the responsible party as agreed in the CNFA.

Decommissioning activities must adhere to the New Connection Principles.

11. Policies and Other Links

Allgas Agreements and Terms & Conditions	Pipeline documentation including Haulage Agreements and Standing Terms & Conditions
Commercial Enquiries	Commercial connection enquires can be made directly to: allgas.commercial@apa.com.au
Metering and Measurement Requirements	Metering and Measurement Requirement
Gas Specification	Refer to the Policies, Procedures and Requirements section of the relevant pipeline webpage Gas Specification .