

## **Northern Gas Pipeline – Access Principles**

### **Glossary**

Capitalised terms in these Access Principles have the following meanings:

**Access Application** means an application for the provision of Firm Services or As-available Services, made by an Access Seeker to Jemena.

**Access Principles** means these access principles as amended by Jemena from time to time.

**Access Seeker** means a third party who issues an Access Application to Jemena pursuant to clause 3.

**AER** means the Australian Energy Regulator.

**As-available Service** means a service, other than a Firm Service, which is provided or is to be provided to an Access Seeker in relation to the Pipeline.

**Australian Gas Specification** has the meaning given in clause 19(a).

**Base Capacity** has the meaning given in clause 19.

**Capacity** means the capacity of the Pipeline to receive, transport or deliver gas (as the context requires).

**Carpentaria Gas Pipeline** means the gas transmission system from Ballera to Mt Isa the subject of pipeline licence number 41 administered under the P&G Act.

**Connection Agreement** has the meaning given in clause 21(b).

**Contractual Access Agreement** means an agreement regarding the provision of Firm Services, or As-available Services, by Jemena with an Access Seeker.

**Energy Pipelines Act** or **EPA** means the Energy Pipelines Act (NT).

**Expansion** has the meaning given in clause 25(a).

**Extension** has the meaning given in clause 25(b).

**Firm Services** has the meaning given in clause 1(b).

**Jemena** means Jemena Northern Gas Pipeline Pty Ltd ABN 12 607 928 790.

**Jemena's Standard T&Cs** has the meaning given in clause 7.

**KP** means the surveyed distance along the main line or a lateral of the Pipeline, where zero kilometres represents the Warrego compressor station in respect of the Pipeline.

**Maximum Daily Quantity** or **MDQ** means with respect to each path under a service under a Contractual Access Agreement, the fixed maximum quantity of capacity that Jemena is obliged to reserve in the Pipeline under the relevant Contractual Access Agreement for the account of the Access Seeker each day, inclusive of system use gas and any gas for correcting cumulative imbalances, expressed as a quantity in GJ per day. The MDQ for any day which is other than twenty-four (24) hours in length will be the proportion of that amount that the length of the day bears to twenty-four (24) hours.

**National Gas Law** means the National Gas Law contained in a schedule to the National Gas (South Australia) Act 2008 (SA), as adopted in each other jurisdiction.

**Nitrogen Removal Services** means the nitrogen removal services provided pursuant to a NRSA.

**Nitrogen Removal Services Agreement** or **NRSA** has the meaning given in clause 20.

**Nitrogen Removal Skid** means the nitrogen removal skid located before the start of the Pipeline where the inlet pipeline crosses the boundary of the Jemena compound at Warrego and includes all associated equipment.

**Northern Territory** means the body politic established by section 5 of the Northern Territory (Self-Government) Act 1978 (Cth).

**P&G Act** means the Petroleum and Gas (Production and Safety) Act 2004 (Qld).

**Pipeline** has the meaning given in clause 1(a).

**Pipeline Gas Specification** has the meaning given in clause 19.

**Pipeline Licences** has the meaning given in clause 25(b).

**Project Development Agreement** means the 'NEGI Project Development Agreement' dated 17 November 2015 between the Northern Territory and Jemena for the construction and commissioning of the Pipeline and the Nitrogen Removal Skid.

**Part A: Application of Access Principles**

1. Subject to the terms of these Access Principles, the Access Principles apply:
  - (a) to the pipeline known as the Northern Gas Pipeline (the **Pipeline**);
  - (b) where an Access Seeker requires access to the uninterrupted transport of gas from one point to another by means of the Pipeline (**Firm Services**); and
  - (c) where the gas that an Access Seeker intends to supply is subject to Nitrogen Removal Services pursuant to clause 20 of these Access Principles.
2. Subject to clause 37, these Access Principles will cease:
  - (a) 15 years after the Date of Service Commencement (as defined under the Project Development Agreement); or
  - (b) when the Project Development Agreement terminates or expires,whichever occurs later.

**Part B: Applications for access**

3. Access Seekers requiring access to the Firm Services must submit an Access Application to Jemena that specifies:
  - (a) the quantity and duration of access sought and approximate date when commencement of access is required;
  - (b) the points at which the Access Seeker requires gas to be received into the Pipeline and delivered from the Pipeline; and
  - (c) such other information as Jemena might reasonably require from time to time in order to assess the Access Seeker's application.
4. Where there is available capacity, Jemena must:
  - (a) within 30 days of receiving the Access Application, notify the Access Seeker that it can satisfy the Access Seeker's requirements and provide to the Access Seeker a proposed Contractual Access Agreement including the pipeline tariffs which Jemena proposes to charge the Access Seeker; and

- (b) subject to clause 5, negotiate in good faith with the Access Seeker and use all reasonable endeavours to enter into a Contractual Access Agreement that satisfies the reasonable requirements of the Access Seeker.
- 5. Jemena is not required to negotiate with an Access Seeker where it reasonably forms the view that the Access Seeker will not be likely to be able to meet its payment or other material obligations under a Contractual Access Agreement.
- 6. If:
  - (a) Jemena is unable to accommodate the requirements of an Access Seeker as set out in the Access Application; or
  - (b) clause 5 applies,Jemena will, within 30 days of receiving the Access Application, notify the Access Seeker of that fact and where clause 6(a) applies, advise them of what capacity is available and when it could satisfy all of the Access Seeker's requirements.

### **Part C: Terms and conditions of access**

- 7. Jemena must publish on its website at all times and make available, when requested, the Access Principles as well as its standard terms and conditions on which it will provide access to Firm Services (**Jemena's Standard T&Cs**) unless otherwise agreed between the Northern Territory and Jemena.
- 8. Jemena's Standard T&Cs must not be inconsistent with the Access Principles.
- 9. Jemena must supply:
  - (a) Firm Services; and
  - (b) As-available Services,to Access Seekers on a non-discriminatory basis.
- 10. Jemena and Access Seekers must not engage in conduct for the purpose of preventing or hindering an Access Seeker's access to the services referred to in clause 9.

### **Part D: Queuing arrangements**

- 11. Where there is insufficient capacity to meet requests for access to Firm Services, a queue will form. Upon being informed by Jemena, in accordance with clause 6, that Jemena is unable to meet an Access Seeker's access requirements, the Access Seeker may elect to form part of a pre-existing queue, or to establish a new queue if there is no pre-existing queue.
- 12. Where an Access Seeker elects to take a position in a queue, Jemena will inform the Access Seeker of its position in the queue. Jemena will advise Access Seekers of any movements in the queue impacting on their position in the queue.
- 13. Priority in the queue will be given to Access Seekers in accordance with the date on which a bona fide application is submitted to Jemena and in a manner that maximises the utilisation of the Pipeline.
- 14. Jemena will advise an Access Seeker when it expects to be able to satisfy its requirements for access.
- 15. When sufficient capacity to satisfy the requirements of the first Access Seeker in the queue becomes available, Jemena will:
  - (a) notify the Access Seeker that it can satisfy the Access Seeker's requirements and provide to the Access Seeker a proposed Contractual Access Agreement which

includes, without limitation, the pipeline tariffs which Jemena proposes to charge the Access Seeker; and

- (b) negotiate in good faith with the Access Seeker and use all reasonable endeavours to enter into a Contractual Access Agreement that satisfies the reasonable requirements of the Access Seeker. Where use of that capacity is dependent upon entry into a Connection Agreement, Jemena is not required to negotiate with the Access Seeker until a Connection Agreement has been agreed, at least in principle.
16. The Access Seeker will cease being in the queue upon entry into a Contractual Access Agreement.
17. If:
- (a) the Access Seeker and Jemena do not enter into a Contractual Access Agreement (and if applicable, a Connection Agreement) within 45 days after notice is given under clause 15(a), and the dispute resolution process under these Access Principles has not been commenced; or
  - (b) the Access Seeker notifies Jemena that it no longer requires the access,
- then Jemena may negotiate with the Access Seeker that is next in the queue and enter into a Contractual Access Agreement with that Access Seeker.
18. If an Access Seeker withdraws its Access Application then it will cease to hold a position in any queue with respect to that Access Application.
19. The gas specification for the Pipeline (**Pipeline Gas Specification**) is compliant with the specification for:
- (a) “fuel gas” imposed under the Petroleum and Gas (Production and Safety) Act 2004 (Qld) which adopts the specification set out in Australian Standard “AS 4564 – specification for general purpose natural gas” (2011) (**Australian Gas Specification**); and
  - (b) the receipt of gas into the Carpentaria Gas Pipeline.
- A copy of the Pipeline Gas Specification is contained in Jemena's Standard T&Cs, a copy of which will be made available by Jemena in accordance with clause 7. The gas supplied by Access Seekers may need to be treated from time to time to reduce nitrogen levels such that the gas in the Pipeline complies with the Australian Gas Specification with respect to the level of nitrogen in the gas; however, nitrogen levels in the gas may change from time to time. In order to address this risk for Access Seekers, Jemena will construct a Nitrogen Removal Skid. The Nitrogen Removal Skid is notionally designed to process up to 90TJs of gas per day (or such greater amount of gas per day as determined by Jemena following Jemena's final design process) on a firm basis (**Base Capacity**).
20. Where an Access Seeker intends to subscribe for Firm Services:
- (a) up to the Base Capacity of the Pipeline; or
  - (b) in excess of the Base Capacity of the Pipeline and:
    - (i) the Access Seeker notifies Jemena that it requires Nitrogen Removal Services to be provided; or
    - (ii) the Access Seeker is unable to satisfy Jemena that the gas to be delivered by the Access Seeker at the receipt point meets the Australian Gas Specification in terms of the level of inert gas and in particular, the concentration of nitrogen, contained in the gas,

it is a condition of entry into the Contractual Access Agreement that the relevant Access Seeker will enter into (or will procure their relevant gas supplier or producer to enter into) an

agreement with Jemena (or the owner or operator of the Nitrogen Removal Skid if it is not Jemena) for the removal of nitrogen from the relevant gas to be delivered by the Access Seeker on Jemena's standard terms and conditions for the provision of Nitrogen Removal Services (**Nitrogen Removal Services Agreement**). Unless the parties otherwise agree, the term, MDQ and type of service for the Nitrogen Removal Services Agreement will match the term, MDQ and Firm Service under the Contractual Access Agreement. In relation to clause 20(a) of these Access Principles, the Access Seeker is required to enter into the Nitrogen Removal Services Agreement irrespective of whether in fact Nitrogen Removal Services are required to be performed with respect to the relevant gas as the assessment will be undertaken based on the overall volume and composition of comingled gas in the Pipeline.

#### **Part E: Connection to Pipeline**

21. Jemena must connect the Pipeline to a lateral pipeline for any third party who has requested the connection be made in circumstances where:
- (a) it is operationally and technically feasible to connect the lateral pipeline to the Pipeline;
  - (b) Jemena and such third party have entered into an agreement addressing commercial and technical issues relevant to connecting the lateral pipeline to the Pipeline (including billing and metering arrangements) (**Connection Agreement**); and
  - (c) Jemena and such third party, or that third party's nominee, have entered into a Contractual Access Agreement.
22. Jemena must only charge third parties its reasonable costs of connecting the third party's lateral pipeline to the Pipeline, which may include a reasonable rate of return.

#### **Part F: Pipeline tariffs**

23. Jemena must provide Access Seekers with access to:
- (a) Firm Services at tariffs that are no higher than those set out in Annexure 1 to the Access Principles;
  - (b) As-available Services at tariffs that will be published on Jemena's web-site (as amended from time to time); and
  - (c) Nitrogen Removal Services at tariffs that are no higher than those set out in Annexure 1 to the Access Principles.
24. Jemena must notify the Northern Territory of any proposed increases/decreases in tariffs and provide information to the Northern Territory as to the date at which the proposed tariff changes will take effect and the reasons for the proposed tariff changes.
25. Notwithstanding clause 23(a) of these Access Principles, tariffs may be revised following the commissioning of:
- (a) an increase in the end-to-end capacity of the Pipeline (an **Expansion**); or
  - (b) an increase in the overall length of the Pipeline, including by looping or the construction of lateral pipelines which tie into the Pipeline under the existing licence issued by the Northern Territory under the Energy Pipelines Act and/or the existing licence issued by the Queensland Government under the P&G Act to operate the Pipeline (**Pipeline Licences**)(an **Extension**),

provided that Jemena also complies with clause 24 of these Access Principles.

26. Jemena is to publish on its website at all times and make available, when requested, pipeline tariff information including the information provided to the Northern Territory under clause 24 of these Access Principles.

### **Part G: Extensions and Expansions**

27. Any existing pipeline users or Access Seekers may subject to clause 28 of these Access Principles request Jemena to undertake:
- (a) an Expansion; or.
  - (b) an Extension.
28. An Expansion or Extension does not include:
- (a) any part of the Pipeline's Capacity exceeding 300 TJ/d;
  - (b) an extension of the Pipeline beyond KP0 or KP622; or
  - (c) the construction of a lateral pipeline which ties into the Pipeline, which is not able to be constructed under either of the existing Pipeline Licences.
29. Jemena must use all reasonable endeavours to carry out any Extension or Expansion (whether requested by an existing Pipeline user or Access Seeker) in circumstances where:
- (a) it is commercially feasible to carry out the Extension/Expansion; and
  - (b) it is technically and operationally feasible and safe to carry out the Extension/Expansion.
30. At least six months prior to carrying out any Extension or Expansion, Jemena must notify existing Pipeline users and Access Seekers of any proposed Extension or Expansion.
31. Jemena will satisfy the requirement in clause 30 of these Access Principles if it makes available on its website (and keeps it updated):
- (a) information which provides an explanation for the Extension/Expansion;
  - (b) information regarding any changes proposed to be made to Pipeline tariffs or other applicable charges; and
  - (c) information in relation to the proposed timeframes for carrying out and commissioning the Extension/Expansion. Jemena will provide updates as to any changes to the proposed timeframes.
32. For the purposes of this Part G, an Extension or Expansion will be commercially feasible where:
- (a) there is sufficient additional capacity demanded by existing Pipeline users or Access Seekers to contract (unconditionally) for the additional capacity created by the Extension/Expansion and the relevant Extension or Expansion is commercially viable for Jemena; and
  - (b) the tariffs proposed to be charged by Jemena for the additional capacity created, or to be charged to all Pipeline users following the commissioning of the Extension/Expansion, which may allow Jemena to earn a reasonable rate of return, are consistent with the tariffs, or methods of calculation, set out in Annexure 1 to the Access Principles.
33. Notwithstanding Parts D and G, nothing in these Access Principles restricts an Access Seeker from negotiating and reaching agreement with Jemena for the carrying out of an Extension/Expansion under which the Access Seeker agrees to pay all or part of the costs of

carrying out the Extension/Expansion and also entering into a Contractual Access Agreement with Jemena.

#### **Part H: Confidentiality**

34. Jemena and Access Seekers will keep the contents of any Access Application and the terms of any Contractual Access Agreement entered into confidential, unless the consent of the other party is provided for its disclosure.

#### **Part I: Dispute resolution**

35. Any dispute arising between an Access Seeker and Jemena in connection with these Access Principles are to be resolved in accordance with the dispute resolution procedure set out in Annexure 2 to the Access Principles.

#### **Part J: Coverage under National Gas Law**

36. Notwithstanding these Access Principles:
- (a) Jemena and/or an Access Seeker may apply for the coverage of the Pipeline under the National Gas Law; and
  - (b) Jemena may at any time submit to the AER a voluntary access arrangement under section 127 of the National Gas Law.
37. If the Pipeline becomes a covered pipeline, as that term is defined in the National Gas Law, these Access Principles will cease to apply, from the date the Pipeline becomes a covered pipeline and for so long as the Pipeline is a covered pipeline.

#### **Part K: Compliance with Access Principles**

38. Jemena has separately undertaken to the Northern Territory to:
- (a) comply with and give effect to these Access Principles; and
  - (b) ensure the Pipeline is operating in a manner that is consistent with these Access Principles.
39. An Access Seeker, may accept the benefit of Jemena's undertaking by delivering a notice of acceptance to Jemena stating that it accepts the benefit of the undertaking given by Jemena to the Northern Territory.

#### **Part L: Miscellaneous**

40. Jemena must comply with any directions/determinations made by the Minister in accordance with the Energy Pipelines Act and agrees not to charge any further tariff to Access Seekers in respect of any portion of the Pipeline situated outside of the Northern Territory.

## Annexure 1

### Pipeline tariffs

Tariff	Amount (\$AUD/GJ)
Firm Tariff	\$1.40 / GJ as amended in accordance with the Rolled-in Tariff principles from time to time
Tariff for firm forward haul transportation service	Firm Tariff
Tariff for as-available forward haul transportation service	Firm Tariff x 1.3
Nitrogen removal service tariff	\$0.54 / GJ (based on a 15 year term)
	\$0.72 / GJ (based on a 10 year term)
<i>*All tariffs are quoted in 2015 dollars and are subject to escalation for CPI.</i>	

### Rolled-in Tariff Structure

#### 1. Application

- (a) If at the request of a person, Jemena undertakes an expansion or extension of the Pipeline which results in:
- (i) the capacity of the Pipeline to exceed 300 TJ/Day; or
  - (ii) an extension of the Pipeline beyond KP0 or KP622; or
  - (iii) the construction of a lateral pipeline which ties into the Pipeline,
- (a **Large Expansion**) then Jemena and that person may agree the tariff and any charge applicable to that person for the period following that Large Expansion without reference to the calculation principles set out in sections 2 and 3 of this Annexure. Any expansion of the Capacity of the Pipeline or any extension of the Pipeline which is not a Large Expansion is a **RiT Expansion**.

#### 2. General Principles

- (a) Subject to section 1 of this Annexure, the Firm Tariff applicable under all gas transportation agreements will be a rolled in tariff. The Firm Tariff will never increase, but may decrease.
- (b) Each Shipper which requests a RiT Expansion of the Pipeline will also pay any applicable Shipper Expansion Capacity Charge (per GJ of MDQ) (**SECC**) for that RiT Expansion.
- (c) The Firm Tariff and each Shipper's SECC may be reduced, but never increased, by the economics of any subsequent RiT Expansions. The general principles applying to the recalculation of the Firm Tariff and the calculation and recalculation of any

SECC is that each RiT Expansion's Incremental Cost will be borne by the Shipper requesting that RiT Expansion by that Shipper paying the Firm Tariff and, if applicable, a Shipper's SECC for that RiT Expansion.

- (d) The specific methodology for the recalculation of the Firm Tariff and the calculation and recalculation of any SECC is set out in section 3 of this Annexure.
- (e) A RiT Expansion's Incremental Cost is the amount per GJ per Day which Jemena will need to receive during the service term of the Shipper proposing the RiT Expansion in order to recover the cost of that RiT Expansion (taking into account, without limitation, Jemena's required rate of return and time value of money). The Incremental Cost will be calculated including by reference to:
  - (i) the total cost of the RiT Expansion;
  - (ii) the term over which the Shipper proposing the RiT Expansion is committed to pay additional RiT Expansion charges to enable Jemena to recover that RiT Expansion's costs;
  - (iii) the additional capacity created by the RiT Expansion and to be borne by the Shipper proposing the RiT Expansion;
  - (iv) Jemena's required rate of return; and
  - (v) the incremental operational costs associated with the RiT Expansion.

### 3. Rolled in tariff / SECC calculation methodology

#### Specific methodology

Note: A reference to an 'expansion' under this section 3 means a 'RiT Expansion'..

Methodology	Reference to Working example in section 4 below
<p>1 For an initial expansion, if the Incremental Cost of the expansion is less than the Firm Tariff, then the Firm Tariff will be recalculated as follows:</p> $\frac{(\text{Current Firm Tariff} \times \text{Existing Capacity} + \text{Incremental Cost} \times \text{New Capacity})}{(\text{Existing Capacity} + \text{New Capacity})}$ <ul style="list-style-type: none"> <li>• The new Firm Tariff should be a lower number.</li> <li>• The expansion would have a SECC of \$0.</li> </ul>	Refer to expansions a and b of the working example below.
<p>2 For an initial expansion, if the Incremental Cost of the expansion is more than the Firm Tariff, then</p> <ul style="list-style-type: none"> <li>• the Firm Tariff will not change; and</li> <li>• the expansion's SECC will equal Incremental Cost less Firm Tariff.</li> </ul>	
<p>3 For a subsequent expansion, if the expansion's Notional SECC (being Incremental Cost less Firm Tariff) is greater than the previous expansion's SECC, then:</p> <ul style="list-style-type: none"> <li>• the Firm Tariff will not change;</li> <li>• the previous expansion's SECC will not change; and</li> </ul>	Refer to expansion c of the working example below.

- the expansion's SECC will equal its Notional SECC.

4 For a subsequent expansion, if the expansion's Notional SECC (being Incremental Cost less Firm Tariff) is less than the immediately previous expansion's SECC, then Jemena will apply the following allocation methodology to determine that expansion's SECC and any change to previous expansions' SECCs.

Refer to expansion d of the working example below.

**Assume:**

- a series of expansions occurred in the order of: expansions a, b, c, d;
- each expansion's SECC are described as SECC(a), SECC(b), SECC(c) and SECC(d);
- each expansion's additional capacity are described as Cap(a), Cap(b), Cap(c) and Cap(d); and
- each expansion's Incremental Cost are described as IC(a), IC(b), IC(c) and IC(d).

**Step 1: Determine the Excess Contribution (EC) of expansion d**

$$EC(d) = [(Firm\ Tariff + SECC(c)) - IC(d)] \times Cap(d)$$

The Excess Contribution of expansion d (**EC(d)**) represents the contribution which expansion D could be applied towards previous expansions' Incremental Costs assuming:

- expansion d has an SECC equal to SECC(c); and
- expansion d's contribution is first applied towards its own Incremental Cost (i.e. IC(d)).

For expansion d,  
 EC(d)  
 = [(1.06+0.21)-  
 0.93]x73  
 = 24.82

**Step 2: Is the Excess Contribution of expansion d (EC(d)) sufficient to reduce SECC(c) and SECC(d) to the same level as SECC(b)?**

If  $\frac{EC(d)}{(Cap(c) + Cap(d))} > (SECC(c) - SECC(b))$  , then go to Step 3

OR

If  $\frac{EC(d)}{(Cap(c) + Cap(d))} \leq (SECC(c) - SECC(b))$

then the new SECC(c) and SECC(d) will each equal to:

$$NewSECC(c) / SECC(d) = OldSECC(c) - \frac{EC(d)}{(Cap(c) + Cap(d))}$$

For expansion d  
 24.82/(73+67) <  
 (0.21-0)

which means:

**Step 3: Is the Excess Contribution of expansion d (EC(d)) sufficient to reduce SECC(b), SECC(c) and SECC(d) to the same level as SECC(a)?**

If  $\frac{EC(d)}{(Cap(b) + Cap(c) + Cap(d))} > (SECC(a) - SECC(c))$  , then go to Step 4

New SECC for  
 expansions c and d  
 = 0.21 -  
 24.82/(73+67)  
 = 0.21 - 0.18  
 = 0.03

OR

If  $\frac{EC(d)}{(Cap(b) + Cap(c) + Cap(d))} \leq (SECC(a) - SECC(c))$

then the new SECC(b), SECC(c) and SECC(d) will equal:

expansion d would  
 not have any impact  
 on SECC of

$$NewSECC(b) / SECC(c) / SECC(d) = OldSECC(b) - \frac{EC(d)}{(Cap(b) + Cap(c) + Cap(d))}$$

expansions a and b or the Firm Tariff.

**Step 4: Further rolling calculations**

If  $\frac{EC(d)}{(Cap(b) + Cap(c) + Cap(d))} > (SECC(a) - SECC(c))$

then SECC(a), SECC(b), SECC(c) and SECC(d) will be reduced to an amount below the old SECC(a), towards zero. The calculation methodology for this reduction will be an extrapolation of that applied in Steps 2 and 3 above.

If the EC(d) is greater than the quantity required to reduce SECC(a), SECC(b), SECC(c) and SECC(d) to zero, then the calculation methodology will be further extrapolated to reduce the Firm Tariff.

Firm Tariff will not be affected by this process unless the Excess Contribution of the Last Expansion is greater than the amount required to reduce all previous expansions' SECCs to zero.

**4. Working example of 'Rolled in tariff' / SECC calculation**

The below table sets out an example of how Jemena's rolled in tariff is intended to operate.

Tariffs after:												
Name	Capacity	Incremental Cost	RiT	SECC	Expansion a		Expansion b		Expansion c		Expansion d	
	(TJ/ Day)	(GJ/Day)	(GJ/ Day)	(GJ/ Day)	Tariff (GJ/Day)	SECC (GJ/Day)						
Foundation	90	\$1.00	\$1.00	-	\$0.86	-	\$0.83	-	\$0.83	-	\$0.83	-
Expansion a	34	\$0.50	\$0.86	-	\$0.86	-	\$0.83	-	\$0.83	-	\$0.83	-
Expansion b	42	\$0.75	\$0.83	-			\$0.83	-	\$0.83		\$0.83	
Expansion c	67	\$1.05	\$0.83	\$0.22					\$0.83	\$0.22	\$0.83	\$0.12
Expansion d	73	\$0.87	\$0.83	\$0.12							\$0.83	\$0.12

## Annexure 2

### Dispute Resolution Procedure

#### 1. Disputes

The dispute resolution procedure set out in this Annexure 2 applies to any dispute between an Access Seeker and Jemena (each "a party") arising out of or in any way in connection with the Access Principles. For the purposes of this dispute resolution procedure, a dispute includes Jemena and an Access Seeker failing to negotiate the terms of a Contractual Access Agreement within 45 days after notice is given under clause 4(a) or 15(a) of the Access Principles.

#### 2. Dispute negotiation

- (a) **(Arbitration restriction)** A party must not refer a dispute to arbitration unless that party has complied with this clause 2.
- (b) **(Dispute notification)** A party claiming that a dispute has arisen must notify the other party specifying details of the dispute.
- (c) **(Negotiation)** Each party must refer a dispute to an authorised officer for consideration and use its best efforts to resolve the dispute through negotiation within 21 days following the dispute notification or longer period agreed between the parties.
- (d) **(Referral)** Each party must refer the dispute to its chief executive officer, in the event that the authorised officers of the parties fail to resolve the dispute within the period specified in clause 2(c).
- (e) **(Mediation)** Each party must following reference to its chief executive officer use its best efforts to resolve the dispute by agreement or through an agreed mediation procedure.
- (f) **(Process termination)** A party in compliance with this clause 2 may terminate the dispute resolution process by notice to the other party at any time after 7 days following reference of the dispute to its chief executive officer.
- (g) **(Restriction release)** A party is not required to comply with this clause 2 in relation to any dispute where the other party is in breach of or default under this clause 2 in relation to that dispute.

#### 3. Arbitration

Each party must submit any dispute which remains unresolved following the negotiation process specified in clause 2 to arbitration under the IAMA Arbitration Rules of the Institute of Arbitrators and Mediators, Australia applicable at the time of submission.