

Appendix B

Applications and Queuing Policy

Proposed revisions to the access arrangement

1 February 2022



Access Arrangement (AA) for the period
1 July 2023 to 30 June 2027

EDM 56962848

Applications and Queuing Policy

1 July 2023

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<u>Error! Hyperlink reference not valid.24A</u>	<u>Priority Dates of Applications in Particular Circumstances</u>	<u>Error! Bookmark not defined.52</u>
<u>Error! Hyperlink reference not valid.24A.1</u>	<u>Withdrawn Connection Applications</u>	<u>Error! Bookmark not defined.52</u>
<u>Error! Hyperlink reference not valid.24A.2</u>	<u>Amended Connection Applications</u>	<u>Error! Bookmark not defined.52</u>

Error! Hyperlink reference not valid. <u>24A.3</u>	<i>Network Control Services</i> — Error! Bookmark not defined. <u>53</u>
Error! Hyperlink reference not valid. <u>24A.4</u>	<i>Supplier of Last Resort and Default Supplier Arrangements</i> Error! Bookmark not defined. <u>53</u>
Error! Hyperlink reference not valid. <u>25</u>	Additional Terms of the Preliminary Access Offer or Access Offer Error! Bookmark not defined. <u>54</u>
Error! Hyperlink reference not valid. <u>25.1</u>	<i>Terms Under Contributions Policy</i> Error! Bookmark not defined. <u>54</u>
Error! Hyperlink reference not valid. <u>25.2</u>	<i>Exemptions from Technical Rules</i> Error! Bookmark not defined. <u>54</u>
Error! Hyperlink reference not valid. <u>26</u>	Making the Access Offer Error! Bookmark not defined. <u>54</u>
Error! Hyperlink reference not valid. <u>Part D</u>	Transfer and Relocation Policy Error! Bookmark not defined. <u>55</u>
Error! Hyperlink reference not valid. <u>27</u>	Novation of entire contract Error! Bookmark not defined. <u>55</u>
Error! Hyperlink reference not valid. <u>28</u>	Novation of part of contract Error! Bookmark not defined. <u>55</u>
Error! Hyperlink reference not valid. <u>SCHEDULE 1</u>	FORM OF GUARANTEE — Error! Bookmark not defined. <u>56</u>

Part A – Common Provisions

1. Operation and Objectives

1.1 Status of Figure 1

Figure 1 contains additional explanatory material regarding information provided to *applicants* and the processes contemplated by this applications and queuing policy. To avoid doubt, Figure 1 is included for explanatory purposes and do not form part of the operative provisions of this applications and queuing policy.

1.2 Objectives

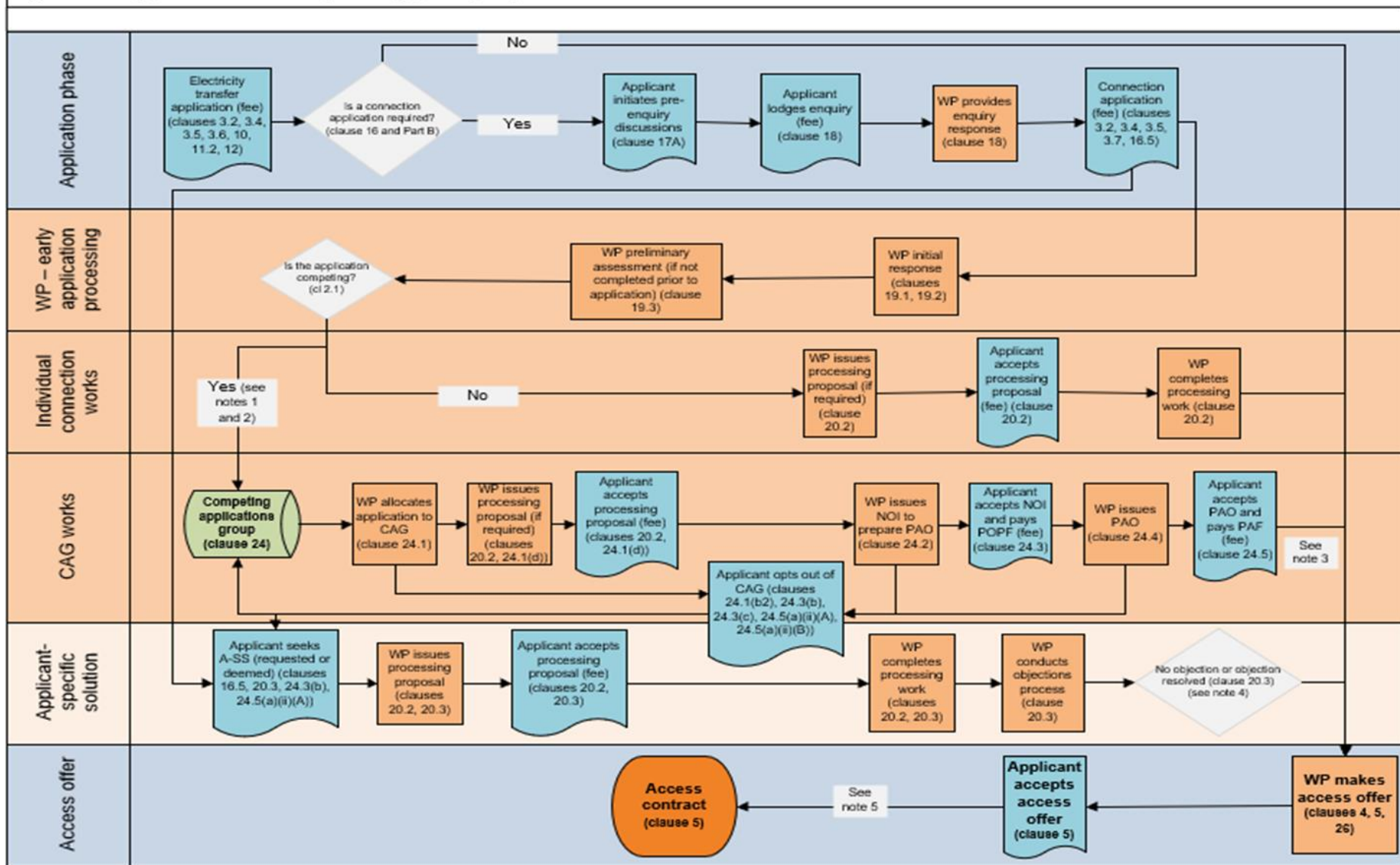
The objectives of this applications and queuing policy are:

- (a) To provide an equitable, transparent and efficient process for assessing the suitability of plant and equipment to connect to Western Power's *network* and to make *access offers* based on that assessment; and
- (b) To undertake assessments and to provide shared *network access offers* that facilitate access by *generators* and loads to the WA Electricity Market (**WEM**) on an economically efficient and non-discriminatory basis that is consistent with WEM requirements, and uses a process that is equitable, transparent and efficient; and
- (c) Where feasible and cost-effective, to facilitate joint solutions for *connection applications*.

Western Power may from time to time determine that it can provide *shared asset works* that can provide access to multiple *applicants*.

Figure 1

Figure 1: Applications and queuing policy – process overview



{Notes regarding Figure 1:

1. Western Power may allocate *spare capacity to applicants* in order of *priority date*, regardless of whether they are members of a *competing applications group* (see clause 24.8(b)).
2. Where an *applicant* is a member of one or more *competing applications groups*, the processing of its *application* in respect of that group(s) must progress in parallel with the processing of its *application* in respect of its individual *connection works*. Where an *applicant* receives a *preliminary access offer* or *access offer*, they will each relate to both the *competing applications group works*, and any other *works* required to connect that *applicant* to the *network*, including that *applicant's* individual *connection works*.
3. If the *preliminary acceptances* received by Western Power for the proposed *competing applications group works* cannot all be fulfilled having regard to the circumstances which lead to applications being classified as *competing*, Western Power will make *access offers* in order of *priority date*, and those who do not receive *access offers* will retain their *priority date* and be refunded the *competing applications group fees* (clause 24.6(c)). If the *preliminary acceptances* received by Western Power are insufficient to progress the proposed *works*, Western Power will revise and reissue the *preliminary access offers* to *applicants* (clause 24.6(b)).
4. If Western Power accepts the objection and cannot otherwise modify the *applicant-specific solution* to resolve it, Western Power cannot make an *access offer* in respect of that solution (clause 20.3~~0~~(d)).
5. If the acceptances received by Western Power exceed the maximum levels set by Western Power, those acceptances which fall within those maximum levels will be effective and those which exceed those levels will be ineffective. *Applicants* whose acceptances are ineffective will be reallocated to a new *competing applications group*, unless they are eligible to receive and willing to accept an *access offer* that partially meets their requirements (clause 24.6C). If the acceptances received by Western Power are below the minimum levels set by Western Power, Western Power will revise and reissue the *access offers* to *applicants* (clause 24.6B).
6. Figure 1 is not intended to be an exhaustive depiction of all processes and outcomes under this applications and queuing policy nor list all clauses to each step of the process. Figure 1 depicts the successful pathways to obtaining an *access offer* only.
7. Figure 1 is limited to the processes that arise under this applications and queuing policy and does not capture processes that otherwise apply pursuant to the *access arrangement*.
8. Figure 1 should be read in conjunction with the operative provisions of this applications and queuing policy.
9. To avoid doubt, where *electricity transfer applications* and *connection applications* are required, the *electricity transfer application* may be made at the same time as the *connection application* or subsequently.}

2. Introduction

2.1 Definitions

In this applications and queuing policy, unless the contrary intention is apparent:

“2020 (No. 2) amendments” has the meaning given to it in the *Code*.

{Note: Under the *Code* “2020 (No. 2) amendments” means “the amendments made to this Code ~~made~~ by the *Electricity Networks Access Code Amendments (No. 2) 2020*”.

“**access arrangement**” means the current *access arrangement* approved in respect of the *network* under the *Code*.

“**access contract**” means an agreement between Western Power and another person for that person to have access to *covered services*.

{Note:

Under the *Code* “access contract” has the same meaning as ‘access agreement’ does in Part 8 of the Act, and under section 13.4(d) includes a *deemed access contract*. The definition of “access agreement” under the Act is “an agreement under the Code between a network service provider and another person (a “network user”) for that person to have access to services”.

“**access contract number**” means the unique identifier given to each *access contract* by Western Power.

“**access dispute**” has the meaning given to it in the *Code*.

{Note: under the *Code* “access dispute” means “a dispute, in connection with an *access application*, between the *applicant* and the service provider, including a dispute in relation to any one or more of the following (and the paragraphs of this definition do not limit each other):

- (a) whether the *applicant* or the service provider has complied with, or the manner in which the *applicant* or the service provider has purported to comply with, the applications and queuing policy; and
- (b) the terms and conditions, including service standards, on which the *applicant* should be permitted to acquire *covered services* from the service provider; and
- (c) whether work is required work and the terms and conditions applying, or proposed to apply, to any such work; and
- (ca) anything connected with or arising out of a proposed *contribution*; and
- (cb) a matter heard under section 15.7; and
- (cc) anything connected with or arising out of Appendix 8; and
- (cd) [not used]; and
- (d) whether the service provider should grant the *applicant* an exemption to the *technical rules* under section 12.34; and
- (e) the arrangements which will apply in respect of a supplementary matter connected with the *access application*”.

“**access offer**” means a form of contract developed under this applications and queuing policy which has been *signed* by Western Power and is in such a form that it can, without anything else being required, become an *access contract* when *signed* by an *applicant*.

“**Act**” means the *Electricity Industry Act 2004*.

“**accumulation meter**” has the meaning given to it in the *Metering Code*.

{Note: Under the *Metering Code*, “accumulation meter” means “a *meter* that measures accumulated energy data and records it in one or more accumulated energy registers, and includes a *meter* with interval energy data storage capability which is deemed to be an accumulation *meter* under clause 3.2(2)”.

“**ancillary service**” means one or more of the following *reference services*: supply abolitionment service, capacity allocation service, remote direct load/inverter control service, remote de-energise service, remote

re-energise service, site visit to support remote re-energise service, manual de-energise service, and manual re-energise service.

“**applicant**” means a person (who may be a *user* or a *customer*) who has lodged, or intends to lodge, an *application*.

“**applicant-specific solution**” means a method of satisfying a *connection application* by either:

- (a) *works* funded solely by the *applicant* whether by direct funding or through payment of tariffs and/or *contributions* by that *applicant* and not involving another *applicant*; or
- (b) an *operational solution* involving only that *applicant*; or
- (c) a combination of *works* funded solely by the *applicant* and an *operational solution* involving only that *applicant*.

“**application**” means an *electricity transfer application* or a *connection application*.

“**application form**” with regards to an *application*, means the applicable *application* form (as is specified as being applicable to the *applicant’s application* in this applications and queuing policy or on Western Power’s website) provided by Western Power on its website, or otherwise published by Western Power, for that type of *application*.

“**attachment point**” means a point on the *network* at which *network assets* are *connected* to assets owned by another person.

“**augment**” and “**augmentation**” have the meaning given to ‘work’ in the *Code*.

{Note: Under the *Code* “work” means “any activity or undertaking in connection with the covered *network*, whether of a capital or non-capital nature, including the planning, designing, development, approval, construction, acquisition and commissioning of new facilities and new *network assets* and the procurement or provision of any good or service”.}

“**bidirectional point**” means a single, indivisible (except as allowed under this applications and queuing policy) point, that for purposes under the *access arrangement* involving the transfer of electricity, is deemed to consist of a single *attachment point*, *connected* or to be *connected* to a *user’s connection point*, with a single *meter* (regardless of the actual configuration of *network assets* making up the *bidirectional point*), at which electricity is to be transferred into and out of the *network*.

“**bidirectional service**” means a *covered service* provided by Western Power at a *connection point* under which the *user* may transfer electricity into and out of the *network* at the *connection point*.

“**capacity**”, with regards to a part of the *network* (including a *connection point*), refers to the maximum rate at which electricity can be transported through that part of the *network* in accordance with *good electricity industry practice*.

“**capacity allocation ~~same connection point decrease service~~**” means a ~~*covered reference service ancillary to decrease contracted capacity at a connection points specified exit services and bi-directional services,*~~ under ~~*one*~~ which a *user’s contracted capacity* is increased and decreased at one or more *connection points under its access contract* ~~related to and there is~~ a corresponding increase ~~to their~~ *contracted capacity at the same one or more connection point points under its own access contracts or connection points* under another *user’s access contract* for ~~one or more intra-day periods for a clearly specified period of time following which the decreased contracted capacity is reinstated.~~

“**capacity allocation ~~same connection point increase service~~**” means a ~~*covered service to increase contracted capacity at a connection point under one access contract related to a corresponding decrease to*~~

~~the contracted capacity at the same connection point under another access contract for a clearly specified period of time nominated by the user following which the increased contracted capacity is reinstated.~~

~~“capacity allocation service” means one or more of:~~

~~capacity allocation same connection point decrease service; and~~

~~capacity allocation same connection point increase service; and~~

~~capacity allocation swap decrease service; and~~

~~capacity allocation swap increase service.~~

~~“capacity allocation swap decrease service” means a covered service to decrease contracted capacity for an exit service or exit service component at one or more connection points related to a corresponding increase to the contracted capacity for an exit service or exit service component at another one or more connection points (whether under the same user’s access contract or not) for a specified period of time following which the decreased contracted capacity is reinstated.~~

~~“capacity allocation swap increase service” means a covered service to increase contracted capacity for an exit service or exit service component at one or more connection points related to a corresponding decrease to the contracted capacity for an exit service or exit service component at another one or more connection points (whether under the same access contract or not) for a specified period of time following which the decreased contracted capacity is reinstated.~~

“charge”, for a covered service relating to the transfer of electricity, means the amount that is payable by a user to Western Power for the covered service under an access contract.

“Code” means the *Electricity Networks Access Code 2004* (as amended).

“competing”, in relation to two or more connection applications, means that the provision of the covered service sought in one connection application may impede Western Power’s ability to provide the covered services that are sought in the other connection applications.

“competing applications group” means a number of applications that are competing for access to the network and that have been grouped together by Western Power in accordance with clause 24.

“complete”, in relation to an application or notice, means where the applicant or controller (as applicable) has:

- (a) used reasonable endeavours to accurately and completely address each item in the applicable application form (including by the provision of any supporting information required by the application form); and
- (b) with respect to an electricity transfer application, provided all of the information required under clauses 3.5 and 3.6 for the application; and
- (c) with respect to a connection application, provided all of the information required under clauses 3.5 and 3.7 for the application,

to Western Power’s satisfaction, acting as a reasonable and prudent person.

“completion date” means, in relation to works, the date when the works are complete except for minor omissions and minor defects which will not prevent the use of the works.

“confidential information” means:

- (a) in the case of information disclosed by an *applicant* or a *disclosing person* to Western Power in or in connection with an *application*, information which the *disclosing person* (acting as a *reasonable and prudent person*) has identified as being commercially sensitive or confidential; and
- (b) in the case of information disclosed by Western Power to an *applicant* or a *disclosing person* in connection with an *application*, information which Western Power (acting as a *reasonable and prudent person*) has identified as being commercially sensitive or confidential, and

does not include the information referred to in clause 6.1.

“connection application” means an *application* in relation to a *covered service* lodged with Western Power under this applications and queuing policy that has the potential to require a modification to the *network*, including an *application* to:

- (a) connect facilities and equipment at a new *connection point*; or
- (b) increase *consumption* or generation at an existing *connection point*; or
- (c) materially modify *facilities and equipment* connected at an existing *connection point* in a way that means that they no longer meet the eligibility criteria for the *covered service* at the relevant *connection point* or if the modification is likely to adversely impact the security, safety or reliability of the *network*; or
- (d) *augment* the *network* for any other reason,

and includes any additional information provided by the *applicant* in regard to the *application*.

“connection asset” has the meaning given to it in the *Code*.

{Note: Under the *Code* "connection assets" for a *connection point* means "all of the *network assets* that are used only in order to provide *covered services* at the *connection point*".}

“connection point” means:

- (a) an *exit point*; or
- (b) an *entry point*; or
- (c) a *bidirectional point*;

identified or to be identified as such in an *access contract*.

“consume” has the meaning given to it in the *Code*.

{Note: Under the *Code*, "consume" means "to consume electricity".}

“consumption”, for a *connection point*, means the amount of electricity *consumed* at the *connection point*, and is measured in Watt-hours.

“constraint” means a limitation on the capability of the *network* (including arising by reference to the technical limitations and configuration of the *network*) such that it is unsafe, inconsistent with the maintenance of the reliability and security of the *network* or otherwise unacceptable to transfer (including accept the transfer of electricity into or out of the *network* at a *connection point*) the level of electricity that would occur if the limitation was removed. Constraints affecting the *network* may increase over time due to changes in load or generation connected to the *network*.

“contestable customer” means a *customer* to whom the supply of electricity is not restricted under section 54 of the *Electricity Corporations Act 2005* or under another enactment dealing with the progressive introduction of *customer* contestability.

{Note: At the time this applications and queuing policy comes into effect, the relevant instrument under section 54 of the *Electricity Corporations Act 2005* was the *Electricity Corporations (Prescribed Customers) Order 2007*, gazetted 29 June 2007.}

“contract for services” has the meaning given to it in the *Code*.

{Note: Under the *Code* “contract for services” means “an agreement between a service provider and another person for the person to have access to services, and includes an *access contract*” .}

“contracted capacity”, for a *connection point*, means the maximum rate at which a *user* is permitted to transfer electricity to or from the *network* at the *connection point*, being either:

- (a) the rate specified in the *user’s access contract* from time to time; or
- (b) if no rate is specified in the *user’s access contract*, the maximum rate of electricity permitted to be transferred under the *reference service* eligibility criteria for the *reference service* for that *connection point* in the *user’s electricity transfer access contract*; or
- (c) if no rate is specified in the *user’s access contract* or in the *reference service* eligibility criteria, the maximum rate of electricity permitted to be transferred through the *connection assets* under the *technical rules*,

as applicable, and is measured in Watts or Volt-Amps.

“contribution” means any *contribution* applicable under the *contributions policy*.

“contributions policy” means the *contributions policy* in the *access arrangement*.

“controller” means a person, which includes a *customer*, who owns, operates or controls (or will own, operate or control) *facilities and equipment* at a *connection point*, and who is specified by an *applicant* in an *application* in respect of the *connection point*.

“covered service” has the same meaning given to it in the *Code*.

{Note: Under the *Code* “covered service” means “a *service* provided by means of a *covered network*, including:

- (a) a *connection service*; or
- (b) an *entry service*, *exit service* or *bidirectional service*; or
- (c) a network use of system service; or
- (d) a *common service*; or
- (e) a *service* ancillary to a service listed in paragraph (a) to (d) above,

but does not include an *excluded service*” .}

“customer” has the meaning given to it in the *Act*.

“Customer Transfer Code” means the *Electricity Industry Customer Transfer Code 2016*, made under section 39(2)(a) of the *Act* in respect of the matter referred to in section 39(2)(b) of the *Act*, and includes all rules, policies or other subordinate documents developed under the *Customer Transfer Code*.

“customer transfer request” has the meaning given to it in the *Customer Transfer Code*.

{Note: Under the *Customer Transfer Code*, “customer transfer request” means “a request by a *retailer* to a *network* operator made using the form published under clause 4.1 to transfer a *contestable customer* at a *connection point* in the *network* operator’s *network* from one *retailer* to another”.

“**de-energise**” in respect of a *connection point*, means to operate, modify or remove switching or other equipment to prevent the transfer of electricity through the *connection point*.

“**disclosing person**”, in relation to an *application*, means a person who discloses *confidential information* to Western Power in, or in connection with, an *application*.

“**distributed energy or other non-network solution**” means the *generation* and export of electricity or provision of other services by a *user* at a *connection point* on the *distribution network* where that electricity or other service provides a *network* benefit.

“**dormant application**” means a *connection application* in respect of which:

- (a) no work has been undertaken by Western Power; or
- (b) no work has been agreed by Western Power and the *applicant* to be undertaken by Western Power,

to progress the *application*, including a system or other study, the preparation of a detailed cost estimate or other work, under clauses 20.2, 20.3 or 24, for a period of 12 continuous months calculated retrospectively from the date that the assessment as to dormancy is made, with the exception that an *application* is not a *dormant application* where:

- (c) the *application*’s lack of progress is due to Western Power not progressing the *application*; or
- (d) the *application* has a *priority date* that is less than 3 years before the date that the assessment as to dormancy is made.

“**electricity transfer application**” means an *application* in relation to a *covered service* lodged with Western Power under this applications and queuing policy seeking to obtain or modify an *entry service* or an *exit service* or a *bidirectional service* or ~~a *supply abolition service* or a *capacity allocation*~~ *an ancillary service* and includes any additional information provided by the *applicant* in regard to the *application*.

“**electricity transfer access contract**” means a type of *access contract* that provides the *user* with an *entry service* or *exit service* or *bidirectional service*, or any combination of the three, at a *connection point* or *connection points*.

“**enquiry**” means an *enquiry* by an *applicant* under clause 18.

“**entry point**” means a single, indivisible (except as allowed under this applications and queuing policy) point, that for purposes under the *access arrangement* involving the transfer of electricity, is deemed to consist of a single *attachment point*, *connected* or to be *connected* to a *user’s connection point*, with a single *meter* (regardless of the actual configuration of *network assets* making up the *entry point*), at which electricity is more likely to be transferred into the *network* than out of the *network*.

“**entry service**” means a *covered service* provided by Western Power at a *connection point* under which the *user* may transfer electricity into the *network* at the *connection point*.

“**entry service component**” means the component of a *bidirectional service* relating to the transfer of electricity by the *user* into the *network* at the *connection point*.

“**exit point**” means a single, indivisible (except as allowed under this applications and queuing policy) point, that for purposes under the *access arrangement* involving the transfer of electricity, is deemed to consist of a single *attachment point*, *connected* or to be *connected* to a *user’s connection point*, with a single *meter*

(regardless of the actual configuration of *network assets* making up the *exit point*), at which electricity is more likely to be transferred out of the *network* than into the *network*.

“**exit service**” means a *covered service* provided by Western Power at a *connection point* under which the *user* may transfer electricity out of the *network* at the *connection point*.

“**exit service component**” means the component of a *bidirectional service* relating to the transfer of electricity by the *user* out of the *network* at the *connection point*.

“**final notice**” has the meaning given in clause 20A.

“**generate**” has the meaning given to it in the *Code*.

{Note: Under the *Code*, “generate” means “to produce electricity”.}

“**generating plant**” has the meaning given to it in the *Code*.

{Note: Under the *Code*, “generating plant” means in relation to a *connection point* “all equipment involved in generating electricity”.

“**generation**”, for a *connection point*, means the amount of electricity *generated* at the *connection point*, and is measured in kilowatts.

“**generation application**” means a *connection application* which relates to *generating plant* to be established or modified or an increase in *contracted capacity* for *entry services* or *entry service components* servicing a *generating plant* but excluding any *generating plant* which is not expected to be registered under the *WEM Rules* as a registered facility (as defined in the *WEM Rules*) participating in security constrained economic dispatch.

“**generator**” has the meaning given to it in the *Code*.

{Note: Under the *Code* “generator” means a person who *generates* electricity”.

“**good electricity industry practice**” has the meaning given to it in the *Code*.

{Note: Under the *Code* “good electricity industry practice” means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and ordinarily exercise under comparable conditions and circumstances consistent with applicable written laws and statutory instruments and applicable recognised codes, standards and guidelines}

“**Ideal Generator Performance Standard**” has the meaning given to it in the *WEM Rules*.

“**incoming retailer**” has the meaning given to it in the *Customer Transfer Code*.

{Note: Under the *Customer Transfer Code*, “incoming retailer”, in relation to a *customer transfer request* or *transfer*, means “the *retailer* that will supply a *contestable customer* after the *transfer time*”.

“**indemnifier**” means a person who agrees to indemnify Western Power against a failure by a *user* to discharge its liabilities under an *access contract*.

“**initial response**” means the *initial response* of Western Power to an *applicant* under clause 19.1 in relation to a *connection application*.

“**interval meter**” has the meaning given to it in the *Metering Code*.

{Note: Under the *Metering Code*, “interval meter” means “a meter that measures *interval energy data* and records it in a *data logger*, and excludes a meter with *interval energy data* storage capability which is deemed to be an *accumulation meter* under clause 3.2(2).”}

“**law**” means “written law” and “statutory instruments” as defined in the *Code*, orders given or made under a written law or statutory instrument as so defined or by a government agency or authority, *Codes of Practice* and Australian Standards deemed applicable under a written law and rules of the general law including the common law and equity.

“**LED replacement service**” means to replace an existing streetlight luminaire with an LED luminaire.

“**lodgement fee**” means the fee specified for an *enquiry* or an *application* in the *price list*.

“**loss factor**” has the meaning given to it in the *WEM Rules*.

{Note: Under the *WEM Rules*, “loss factor” means “(a) a factor representing *network* losses between any given node and the Reference Node where the Loss Factor at the Reference Node is 1, expressed as a product of a Transmission Loss Factor and a Distribution Loss Factor and determined in accordance with clause 2.27.5 [of the *WEM Rules*]; and (b) in relation to the Balancing Portfolio, the Portfolio Loss Factor”.

“**market operator**” means the entity conferred the functions in respect of the ‘Wholesale Electricity Market’ under the *WEM Rules* which, as at the date this version of the applications and queuing policy comes into effect, is the Australian Energy Market Operator Limited.

“**market participant**” means a person who, at a time after “energy market commencement” (as defined in the *WEM Rules*) is a “market participant” (as defined in the *WEM Rules*).

“**meter**” has the meaning given to it in the *Metering Code*.

{Note: Under the *Metering Code*, “meter” means “a device which measures and records electricity production or *consumption*”.

“**Metering Code**” means the code made under section 39(1) of the *Act* in respect of a matter referred to in section 39(2)(a) of the *Act*, and includes any service level agreement, metering data agency agreement, communications rules, metrology procedure, mandatory link criteria and registration process developed under that code.

“**metering database**” means the “metering database” (as defined in the *Metering Code*) operated by Western Power under the *Metering Code*.

“**metering equipment**” means a *meter* or *meters* and associated equipment complying with the *Metering Code* used to measure and record electricity transferred to or from the *network* at a *connection point*, which may include the measurement of the rate of transfer and the quantity and quality of the transferred electricity.

“**metering installation**” has the meaning given to it in the *Metering Code*.

{Note: Under the *Metering Code*, “metering installation” means “the *devices* and methods for the purpose of metrology which lie between: (a) at one boundary, a *metering point*; and (b) at the other boundary, either: (i) if a telecommunications *network* is used for the delivery of *energy data* from the *metering point* – the point of connection to the telecommunications *network*; or (ii) if there is no such telecommunications *network* – the interface port of either the *meter* or *data logger* or both.”}

“**Negotiated Generator Performance Standard**” has the meaning given to it in the *WEM Rules*.

“**network**” has the meaning given to “Western Power Network” in the *Code*.

{Note: Under the *Code*, “Western Power Network” means “the *covered network* that is *covered* under section 3.1”. The “Western Power Network” is the portion of the SWIN that is owned by the Electricity Networks Corporation.

“**network assets**” has the meaning given to it in the *Code*.

{Note: Under the *Code*, "network assets", in relation to a *network* means "the apparatus, equipment, plant and buildings used to provide or in connection with providing *covered services* on the *network*, which assets are either *connection assets* or *shared assets*".}

"Network Control Services" has the meaning given to Network Control Service in the *WEM Rules*.

"NMI" means National Market Identifier, which is the unique identifier assigned by Western Power to each *connection point*.

"operational solution" means a method of satisfying a *connection application* that does not rely primarily on construction of new *network assets* or *augmentation* of existing *network assets*.

{Note: Examples of *operational solutions* could include *generator* runback schemes, load inter-trips, and off grid voltage support.}

"preliminary acceptance" has the meaning given to it in clause 24.5(b).

"preliminary access offer" mean an indicative and non-binding *access offer* that is made to an *applicant* within a *competing applications group* in accordance with clause 24.

"premise" has the meaning given to it in the *Energy Operators (Powers) Act 1979*.

"previous retailer" has the meaning given to it in the *Customer Transfer Code*.

{Note: Under the *Customer Transfer Code* "previous retailer", in relation to a transfer, "means the *retailer* that supplied the *contestable customer* before the transfer time".}

"price list" means the then current approved price list (as defined in the *Code*) applying under the *Code*.

{Note: under the *Code*, "approved price list" means "a *price list* approved by the *Authority*"}

{Note: Some costs and fees that may be levied under this applications and queuing policy may not be specified as firm values in the *price list*.}

"priority date" has the meaning given to it in clause 3.21(c).

"Proposed Generator Performance Standard" has the meaning given to that term in the *WEM Rules*.

"Proposed Negotiated Generator Performance Standard" has the meaning given to that term in the *WEM Rules*.

"reallocated applicant" has the meaning given to it in clause 24.6C(a).

"reasonable and prudent person" has the meaning given to it in the *Code*.

{note: under the *Code*, "reasonable and prudent person" means "a person acting in good faith and in accordance with good electricity industry practice."}

"re-energise", in respect of a previously *de-energised connection point*, means to operate switching or other equipment so as to permit the transfer of electricity through the *connection point*.

"reference service" means a *covered service* designated in the *access arrangement* as a *reference service* (as defined by the *Code*).

{Note: under the *Code*, "reference service" means "a *covered service* provided to a *user* and designated as a reference service in an *access arrangement* under section 5.1(a) for which there is a reference tariff, a standard *access contract* and service standard benchmarks."}

"Registered Generator Performance Standard" has the meaning given to it in the *WEM Rules*.

“remote de-energise service” means to de-energise a *meter* associated with a *connection point* on a non-permanent basis by a command sent to the *meter* from a remote locality.

“remote load/inverter control service” means a service to send a command to an activated device for the control of a load or inverter at a *connection point* from a remote locality.

“remote re-energise service” means to re-arm a previously de-energised *meter* by a command sent to a *meter* from a remote locality.

~~**“remote load control service”** means to control the load at a *connection point* by way of sending commands to an activated device associated with the *connection point* from a remote locality.~~

~~**“remote load limitation service”** means to limit the load at a *connection point* by way of sending commands to an activated device associated with the *connection point* from a remote locality.~~

“retailer” has the meaning given to it in the Act.

“revenue meter” has the meaning given to it in the *Metering Code*.

{Note: Under the *Metering Code*, “revenue meter” means “subject to clause 3.13(5), a *meter* that is used under this *Code* as the source of energy data, unless this *Code* permits an alternative source of energy data to be used”.}

“services end date” means, in respect of a *connection point*, the date on which Western Power ends the provision of *covered services* to the *user* in respect of that *connection point*.

“services start date” means, in respect of a *connection point*, the date on which Western Power commences providing *covered services* to the *user* in respect of that *connection point*.

“shared assets” has the meaning given to it in the *Code*.

{Note: Under the *Code* “shared assets” mean “those *network assets* which are not *connection assets*”.

“signed” by Western Power or the *applicant* means duly *signed* or otherwise executed by or on behalf of all persons who comprise Western Power or the *applicant*, as the case may be.

“spare capacity” means the *capacity*, from time to time, of the *network*, as configured at the time of an *application*, to provide an *exit service* or *exit service component* sought in the *application*, having regard to matters including Western Power’s contractual obligations in respect of the *network*.

“standard access contract”, with respect to a *reference service*, means the *access contract* applicable to that *reference service* under the *access arrangement*.

“standing data” has the meaning given to it in the *Metering Code*.

“supply abolishment service” means a service to permanently disconnect electricity supply, remove the *meter* and abolish a *connection point*.

“technical requirement” has the meaning given to the term “Technical Requirement” in the *WEM Rules*.

“technical rules” means the *technical rules* (as defined in the *Code*) applying from time to time to the *network* under Chapter 12 of the *Code*, as modified in accordance with the *Code* and in the case of a *transmission connected generating system* or proposed *transmission connected generating system* also includes the *Registered Generator Performance Standards* for that *transmission connected generating system*.

“transfer and relocation policy” has the meaning given to it in the *Code*.

{Note: Under the Code “transfer and relocation policy” means “the provisions of an *access and queuing policy* that relate to a *user’s* rights to *transfer* its *access rights* to another person”.

“**transition application**” means an *application* which:

- (a) seeks modifications to an *access contract* or any other *contract for services*; and
- (b) the modifications, if implemented, would not materially impede Western Power's ability to provide a *covered service* sought in one or more other *applications* compared with what the position would be if the modifications were not implemented.

“**transmission connected generating system**” has the meaning given to the term “Transmission Connected Generating System” in the *WEM Rules*.

“**unmetered connection**”, with respect to a *connection point*, has the same meaning as the term “type 7 *connection point*” when that term is used in the *Metering Code*.

“**user**” has the meaning given to it in the *Code*.

{Note: Under the Code “user” means “a person, including a *generator* or a *consumer*, who is a party to a *contract for services* with a *service provider*, and under section 13.4(e) includes an *other business* as a party to a *deemed access contract*”.

“**verifiable consent**” has the meaning given to it in the *Customer Transfer Code*.

{Note: Under the *Customer Transfer Code* “*verifiable consent*”, in relation to a request for historical *consumption* data or a *customer transfer request*, means “consent that is given by a *contestable customer*—

- (a) expressly; and
- (b) either:
 - (i) orally, if the oral consent is evidenced in such a way that it can be verified and made the subject of a record under clause 3.9.4; or
 - (ii) in writing; and
- (c) after the *retailer* obtaining the consent has in plain language appropriate to the *contestable customer* disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and
- (d) by a person whom a *retailer* (acting reasonably) would consider competent to give consent on the *contestable customer’s* behalf; and
- (e) which has not expired under clause 1.5”.

“**WEM Rules**” means the market rules referred to in section 123(1) of the Act.

“**works**” has the meaning given to it in the *contributions policy*.

{Note: Under the *contributions policy*, “works” means “headworks and all *works* required to be undertaken to provide an *applicant* with the *covered services* sought by the *applicant* in a *connection application*, including *works* associated with:

- (a) *augmentation of connection assets*;
- (b) *augmentation of shared assets*;
- (c) alternative options; and
- (d) other non-capital *works*”.

2.2 Application of this Applications and Queuing Policy to Connection Applications and Electricity Transfer Applications

- (a) Part A and Part B but not Part C of this applications and queuing policy apply to an *electricity transfer application*.

- (b) Part A and Part C but not Part B of this applications and queuing policy apply to a *connection application*.
- (c) To avoid doubt, this applications and queuing policy only applies to *applications* in relation to *covered services*.
- (d) An *applicant* and Western Power may agree to deal with any matter in connection with an *application* in a manner different to the treatment of the matter in this applications and queuing policy as long as the ability of Western Power to provide a *covered service* that is sought by another *applicant* is not impeded.
- (e) Part D of this applications and queuing policy sets out the *transfer and relocation policy* for the purposes of the *Code*.

2.3 Interpretation

- (a) Unless:
 - (i) the contrary intention is apparent; or
 - (ii) the term has been redefined in clause 2,

a term with a defined meaning in the *Code* has the same meaning in this applications and queuing policy.

- (b) Unless the contrary intention is apparent:
 - (i) a rule of interpretation in the *Code*; and
 - (ii) the *Interpretation Act 1984*,

apply to the interpretation of this applications and queuing policy.

2.4 Prior Applications

- (a) Unused.
- (b) To the extent permitted by *law*, an *application* made prior to the date of commencement of this applications and queuing policy shall be deemed to have been made under this applications and queuing policy, with its *priority date* being the date it was lodged under the previous version of the applications and queuing policy, but if the *application* was taken to be amended under that version of the policy such that its priority was determined by the time of amendment, then the *priority date* is that time of amendment.
- (c) To the extent permitted by *law*, for the purposes of timeframes within this applications and queuing policy only, an *application* made prior to the current *access arrangement period* shall be deemed to have been made on the day the current *access arrangement period* commences.

2.5 Supplementary Matters Apply

Western Power and the *applicant* must, in accordance with section 5.28 of the *Code*, comply with any provisions of the *supplementary matters* relating to this applications and queuing policy.

2.6 Exercising an Option Not Affected

An option granted to a *user* as part of the terms of an *access contract* to extend the duration of the *access contract* is not an *application* and is not subject to this applications and queuing policy if it is exercised in accordance with its terms.

2.7 Nature of Capacity Available for transferring electricity into the Network

- (a) This clause 2.7 applies to *entry services* and *entry service components*.
- (b) *Contracted capacity* for *entry services* and *entry service components* is provided on a non-firm basis and the provision of such services is subject to interruption or curtailment for *constraints*.
- (c) In the case of *entry services* and *entry service components*, *capacity* and *contracted capacity* represent the maximum capacity available to provide such services in the absence of *constraints*.
- (d) A *user* provided with an *entry service* or *entry service component* under an *access contract* has no greater priority to the *capacity* of the *network* than any other *user*.
- (e) The definition of *spare capacity* does not apply to *entry services* and *entry service components* or to *applications* for *entry services* and *entry service components*.
- (f) This clause 2.7 does not affect the operation of *access contracts* entered into prior to the date of the 2020 (No. 2) amendments unless such *access contract* is amended so as to increase the *contracted capacity* for *entry services* and *entry service components*.

3. The Application

3.1 Applications to be Made in Good Faith

Western Power and an *applicant* must act reasonably and in good faith with regard to each other in relation to an *application*.

3.2 Commencing the Application Process

- (a) The *application* process is commenced by the *applicant* submitting an *enquiry* to Western Power.
- (b) Following Western Power's response to the *enquiry*, the *applicant* must submit:
 - (i) an *application* to Western Power on the appropriate *application form*; or
 - (ii) where permitted under this applications and queuing policy, notice to Western Power, that is *complete*.
- (c) Western Power will stamp *complete applications* with the date on which the *applications are* lodged and *complete*, and this date will be the *priority date*. The *priority date* may change in accordance with the provisions of clause 24A or otherwise be determined in accordance with clauses 10 or 11.2.

3.3 Applicant to be Market Participant

An *applicant* who seeks an *exit service* or an *entry service* or a *bidirectional service* or ~~a *supply abolitionment service* or a *capacity allocation*~~ an *ancillary service*:

- (a) must submit an *electricity transfer application*; and
- (b) must be, or intend to be (providing reasonable proof of intent), a *market participant* at the time the electricity transfer is to take place.

3.4 Related Electricity Transfer Application and Connection Application

Where:

- (a) a *retailer* seeks to obtain or modify an *exit service* or an *entry service* or a *bidirectional service* or ~~a *supply abolitionment service* or a *capacity allocation*~~ an *ancillary* service on behalf of a *customer*; or
- (b) a *generator* seeks to obtain or modify an *entry service* or a *bidirectional service* or a *capacity allocation service* on behalf of a *controller* who is not the *generator*,

and both a *connection application* and an *electricity transfer application* will be required under this applications and queuing policy, then the *applications* may:

- (c) be submitted concurrently by the *retailer* or the *generator*; or
- (d) be submitted at different times by the *retailer* or *generator* and the *customer* or *controller* as applicable, in which case both parties are *applicants*.

3.5 Information Required with All Applications

All *applicants* must provide the following information to Western Power in respect of an *application* at the time of submitting the *application*:

- (a) details of the *applicant*, including:
 - (i) the full name and address of the *applicant*; and
 - (ii) whether the *applicant* is acting as agent for any person in making the *application*, and if so, details of the *applicant's* principals; and
 - (iii) whether the *applicant* is an existing *user*, and if so, details of the *applicant's* existing *access contract*,

and

- (b) any conditions precedent that the *applicant* seeks to include in the resulting *access offer*; and
- (c) details of the *connection point*, including:
 - (i) the location or *NMI* of the *connection point*, as applicable; and
 - (ii) the forecast annual *consumption* of electricity, if applicable; and
 - (iii) the forecast annual *generation* of electricity, if applicable,

and

- (d) such information concerning the *applicant* as Western Power requires, acting as a *reasonable and prudent person*, to assess the *applicant's* ability to meet its obligations under the resulting *access contract*.

3.6 Information Required with Electricity Transfer Applications

The *applicant* must provide the following information to Western Power in respect of an *electricity transfer application* at the time of submitting the *electricity transfer application*:

- (a) the *covered services* requested, and for each requested *covered service*:

- (i) the requested *services start date* and requested *services end date*;
 - (ii) if the *covered service* is a non-reference service, then a description of the non-reference service, including any deviation sought from the applicable tariff, service standard or standard *access contract* for an equivalent *reference service*;
 - (iii) if applicable, the contracted *capacity* sought or sought to be increased or decreased for the *covered service*; and
 - (iv) the *applicant's* eligibility for the *covered service* sought; and
- (b) details of the *connection point*, including:
- (i) for an existing *connection point*, any changes to be made to the *standing data* for that *connection point* as a result of the *application*; and
 - (ii) for a new *connection point*:
 - (A) such information regarding the *connection point* required as *standing data*; and
 - (B) any *facilities and equipment* likely or required to be connected at the *connection point*; and
 - (iii) for the abolishment of an existing *connection point*, details of the *connection point* to be abolished and the *connection assets* to be removed or disconnected; and
 - (iv) if the *applicant* will not be the *controller*, information regarding the *controller* in compliance with the relevant provisions of the *Metering Code* in regard to the provision of *controller* information (with all references to a 'customer' under the relevant provisions of the *Metering Code* to be read as references to the *controller* for the purposes of this clause 3.6).

3.7 Information Required with *Connection Applications*

The *applicant* must provide the following information to Western Power in respect of a *connection application* at the time of submitting the *connection application*:

- (a) the *covered services* requested; and
 - (b) the requested *services start date* and requested *services end date* for *covered services* involving the transfer of electricity that are likely to be sought under an associated *electricity transfer application*,
- as applicable; and
- (c) the *capacity* sought or sought to be increased or decreased, if applicable; and
 - (d) such information regarding the *facilities and equipment* likely or required to be connected at the *connection point* to the extent required by:
 - (i) the *technical rules*; and
 - (ii) Western Power acting as a *reasonable and prudent person*; and
 - (e) where the *connection application* relates to a *transmission connected generating system*:
 - (i) whether, for each *technical requirement*, it is proposed that the *Ideal Generator Performance Standard* will apply or a *Proposed Negotiated Performance Standard* will be submitted for that *technical requirement*; and

- (ii) if the *applicant* proposes to submit a *Proposed Negotiated Generator Performance Standard* for a *technical requirement*, the *Proposed Negotiated Generator Performance Standard* for that *technical requirement*; and
- (f) a full description of any exemptions to the *technical rules* sought by the *applicant* under Chapter 12 of the *Code*.

3.8 One Electricity Transfer Access Contract per Connection Point

Each *connection point* must be included in one and only one *electricity transfer access contract* to allow the transfer of electricity at that *connection point* except to the extent necessary to facilitate a *capacity allocation* ~~same connection point decrease service or capacity allocation same connection point increase service.service.~~

3.9 Forecasts of Information

When an *application* contains estimates or forecasts of any information:

- (a) Western Power may treat that estimated or forecast information as factual information; and
- (b) the *applicant* warrants to Western Power that each such estimate or forecast is the *applicant's* best estimate or forecast acting as a *reasonable and prudent person*.

3.10 Errors or Omissions in an Application

- (a) If Western Power becomes aware of any material error or omission in an *application* it must immediately notify the *applicant* about it and may request information under clause 3.11.
- (b) If an *applicant* is notified by Western Power under clause 3.10(a), or otherwise becomes aware of any material error or omission in an *application*, it must amend the *application* to remedy it as soon as practicable after becoming aware of it.
- (c) If Western Power has notified the *applicant* under clause 3.10(a), the *applicant* must amend the *application* to remedy the material error or omission within 20 business days, or the *application* and, as applicable, any associated *electricity transfer application* or *connection application* will be deemed to have been withdrawn.
- (d) If remedying an error or omission in an *application* amounts to a material amendment to the *application*, clause 24A.2 applies.

3.11 Additional Information

- (a) At any time, Western Power may, acting as a *reasonable and prudent person*, request the *applicant* to provide further information that Western Power reasonably requires to enable it to process the *application*.
- (b) If Western Power has notified the *applicant* under clause 3.11(a), the *applicant* must amend the *application* to provide the additional information within 20 business days, or the *application* and, as applicable, any associated *electricity transfer application* or *connection application* will be deemed to have been withdrawn.
- (c) If providing additional information for an *application* amounts to a material amendment to the *application*, clause 24A.2 applies.

3.12 Western Power must be Expeditious and Diligent

Western Power must process an *application* expeditiously and diligently.

3.13 Amendment and Withdrawal of Application

- (a) ~~An~~ Subject to clauses 3.10, 3.11, 24A.2 and 24.7A, an *applicant* may at any time by notice in writing to Western Power, amend an *application*.
- (b) If an amendment to an *application* results in a change to the original *lodgement fee*, Western Power may *charge* the *applicant* the new *lodgement fee* or refund part of the original *lodgement fee*, having regard to the work already *completed* in processing the *application*.
- (c) An *applicant* may at any time before it enters into an *access contract*, by notice in writing to Western Power, withdraw an *application*.
- (d) Unused.
- (e) Without limiting this clause 3.13, an amendment to an *application* may include a change to the identity of the *applicant* in which case the other information in the *application* must also be amended and the information provisions of clause 3 shall apply to the new applicant.

3.14 Applications Do Not Expire

Unless expressly provided otherwise by this applications and queuing policy, an *application* does not expire due to the passage of time.

3.15 Network Planning

- (a) In processing *applications* (including as *applicant-specific solutions* or *competing applications groups*) Western Power must have regard to the general network planning otherwise being undertaken by Western Power and seek to develop solutions and process *applications* in a manner which most effectively enables *applicants* to benefit from any efficiencies and costs savings provided by that network planning.
- (b) Due to the range of potential network constraints and related solutions, timeframes for the development of solutions will be variable. Western Power will keep *applicants* informed on a regular basis of the network constraints that affect them and expected timeframes for the development of solutions.
- (c) The information Western Power will provide to *applicants*, and the further studies it may be requested to undertake, extend to information and studies as to how *applications* co-ordinate with network planning being undertaken by Western Power.
- (d) In undertaking network planning Western Power will have regard to the nature and number of *enquiries* and *applications* Western Power has received under this applications and queuing policy, it being acknowledged that in doing so Western Power will need to make a good faith assessment as to the likelihood that specific projects will proceed.

4. The Access Offer

4.1 Access Offer to be Signed by Western Power

Western Power must present the *access offer* in such a form that it can, without anything else being required, become or modify an *access contract* or *access contracts* when signed by an *applicant*.

4.2 If Application Requests Reference Services

If an *application* requests a *reference service*, then the *access offer* must be on materially the same terms as the *standard access contract* applicable to the *reference service*.

4.3 If Application Requests Non-Reference Service

If an *application* requests a *non-reference service*, then the terms of the *access offer* must be:

- (a) consistent with the *Code objective*; and
- (b) reasonable; and
- (c) subject to this applications and queuing policy, as similar as practicable to those terms requested in the *application* dealing with the relevant matter, and negotiated in good faith by the *applicant* and Western Power during the processing of the *application*.

4.4 Services Start Date and Services End Date

The *services start date* and the *services end date* specified in the *access offer* must be as close as practicable to the *services start date* and the *services end date* sought in the *application*.

4.5 Conditions Precedent Permitted in Access Contract

Western Power and an *applicant* must negotiate in good faith regarding any conditions precedent that the *applicant* or Western Power seek to have included in an *access contract* in order to achieve the objectives set out in clause 4.6. For the avoidance of doubt, Western Power may require a condition precedent in the *access contract* that:

- (a) the *works* involved in providing access to the *applicant* pass a regulatory test (if required); and
- (b) other *applicants* that:
 - (i) are in the same *competing applications group* as the *applicant*; and
 - (ii) have been or are subsequently offered *access contracts*,

enter those *access contracts* with Western Power and that any conditions precedent in those *access contracts* are fulfilled.

4.6 Objectives with Regard to Conditions Precedent

The objectives of this applications and queuing policy with regard to conditions precedent are:

- (a) conditions precedent in *access contracts* should facilitate the development of electricity *consuming* and *generating* projects and provide flexibility; and

- (b) conditions precedent should not unduly impede the ability of Western Power to provide *covered services* to *competing applicants* or cause uncertainty and delay; and
- (c) conditions precedent should not constitute an inappropriate barrier to entry into a market or be for the purpose of hindering or preventing *access* by any person to *covered services*.

4.7 Conditions Precedent and Determination of Spare Capacity

In determining whether there is sufficient *spare capacity* to provide *covered services* requested in an *application*, Western Power must regard any existing *access contracts* with conditions precedent as being unconditional.

4.8 Conditions Precedent Not Longer Than 8 Months

- (a) Western Power and an *applicant* must not enter into an *access contract* that contains a condition precedent that may be fulfilled more than 8 months from the date the *access contract* was entered into, unless the condition precedent relates to the completion of the related *works* and the *applicant* and Western Power agree that a longer period is reasonably necessary due to the nature of *works* to be conducted, in which case the period of 8 months may be extended by agreement between the *applicant* and Western Power.
- (b) If, after the period of time agreed under clause 4.8(a), a condition precedent in an *access contract* has not been fulfilled, then:
 - (i) if there is no *competing application*, Western Power and the relevant *user* may agree within 20 business days to extend the period in the *access contract* allowed for the satisfaction of the condition precedent by up to a further 6 months; or
 - (ii) if there is a *competing application*, then, subject to clause 6, Western Power and the existing *user* must negotiate in good faith within 20 business days to accommodate both the *user's* and the *competing applicant's* requirements.

{Note: this might mean sharing the costs of *augmentation* as calculated under the *contributions policy*, or some other means of resolving the conflict.}
- (c) If no agreement is reached under clause 4.8(b), then either Western Power or the *user* may:
 - (i) terminate the *access contract*; or
 - (ii) waive any conditions precedent that are for the benefit of that party if that would result in the *access contract* becoming unconditional; or
 - (iii) refer this matter to the *Arbitrator* as an *access dispute*.

4.9 Security

- (a) Subject to clause 4.9(b), if there is a material risk that the *applicant* will be unable to meet any or all of its liabilities under an *access contract* resulting from the *applicant's application*, then Western Power may require the *applicant* to procure:
 - (i) an *indemnifier* acceptable to Western Power (acting as a *reasonable and prudent person*) who will agree to be a party to the *access contract* and indemnify Western Power in respect of those liabilities; or
 - (ii) a guarantor acceptable to Western Power (acting as a *reasonable and prudent person*) to provide a guarantee in favour of Western Power substantially in the form set out in Schedule 1,

- (b) If an *applicant* has an unqualified credit rating of at least:
 - (i) BBB from Standard and Poor's Australia Pty Ltd; or
 - (ii) BAA from Moody's Investor Service Pty Ltd,

and provides evidence to this effect to Western Power, without limiting the *User's* security obligations related to clause 4.9(c), then Western Power is not entitled to require the *User* to provide the security under clause 4.9(a).

- (c) Notwithstanding an *applicant* providing evidence that it has an unqualified credit rating in accordance with clause 4.9(b), Western Power may, as a condition under an *access contract* or otherwise, require the *user or indemnifier* to provide an irrevocable and unconditional bank guarantee or equivalent financial instrument in terms acceptable to Western Power (acting as a reasonable and prudent person), guaranteeing the present value of any amount of any *contribution* that remains unpaid or not provided as calculated by Western Power under the time of requirement Contributions Policy.
- (d) Western Power may perform a financial, credit and/or security assessment under this clause 4.9 prior to making and for the purposes of determining the terms and conditions of an *access offer*.

4.10 Arbitrator's Powers Preserved

Nothing in this clause 4 limits the *Arbitrator's* power to make an award compelling Western Power to provide *access* to a *covered service* on terms specified in the award.

5. Entering Into or Modifying an Access Contract

5.1 When Access Offer Becomes Access Contract

- (a) An *access offer* becomes an *access contract*, or modifies an existing *access contract* in accordance with the terms of that *access contract*, as applicable, when *signed* by both parties.
- (b) Western Power must *sign* the *access offer* before giving the *access offer* to the *applicant*.

5.2 Applicant's Options on Receipt of an Access Offer

The *applicant* must as soon as practicable, and in any event within 30 business days after receipt of an *access offer*, either:

- (a) *sign* the *access offer*, thereby entering into an *access contract* or modifying an existing *access contract*, as applicable; or
- (b) by notice to Western Power reject the *access offer* and request amendments to the *application*;
or
- (c) by notice to Western Power withdraw the *application*,

and if 30 Business Days after receipt of the *access offer* the *applicant* has not complied with any of clauses 5.2(a), 5.2(b) or 5.2(c), then (unless the *Arbitrator* makes an order extending the time limit on the ground that the delay is beyond the *applicant's* reasonable control) the *applicant* is to be taken to have withdrawn its *application* and any, as applicable, associated *electricity transfer application* or *connection application*.

5.3 If Applicant Rejects Access Offer and Requests Amendments

If the *applicant* rejects an *access offer* and requests amendments to the *application* under clause 5.2(b), Western Power and the *applicant* must negotiate in good faith regarding the *application*, but if Western Power and the *applicant* have not *signed* an *access contract* (including an *access contract* with conditions precedent) within 30 business days, then the *application* and any, as applicable, associated *electricity transfer application* or *connection application* will be deemed to have been withdrawn.

5.4 If Applicant Accepts Access Offer

If the *applicant* signs the *access offer*, it must:

- (a) forthwith give written notice of the *signing* to Western Power;
- (b) as soon as practicable procure the stamping of the *signed access contract*, if applicable, and pay all duties that are assessed by the Office of State Revenue on the *access contract*; and
- (c) as soon as practicable thereafter give to Western Power at least one original copy of the *signed* and stamped *access contract*.

5.5 Connection Application Ceases to Exist After Signing

Without limiting any other circumstances in which an *application* may cease to exist, an *application* is satisfied, and ceases to exist, upon:

- (a) both Western Power and the *applicant signing* an *access contract* as a result of the making of that *application*, and any conditions precedent in the *access contract* have been satisfied or waived;
- (b) the *access contract* being terminated due to a failure by the *applicant* to satisfy the conditions precedent in the *access contract*; or
- (c) the *access contract* being terminated due to a breach or default of the *applicant*.

6. Confidentiality

6.1 Confidential Information

Information which Western Power is required to disclose under clauses 18.2A, 24.9(a), 24.9(b) and 24.9(c) is not *confidential information*.

6.2 Confidential Information Must Not be Disclosed

Western Power, an *applicant* or a *disclosing person* must not disclose *confidential information* unless:

- (a) the disclosure is made to the Authority on a confidential basis; or
- (b) the disclosure, where it is made by an *applicant* or a *disclosing person*, is made to a worker of Western Power who is bound by an adequate confidentiality undertaking; or
- (c) the disclosure is made with the consent of the *disclosing person*; or
- (d) the disclosure is required or allowed by *law*, or by the *Arbitrator* or another court or tribunal constituted by *law*; or
- (e) the information has entered the public domain other than by breach of this clause 6.2; or

- (f) the information could be inferred by a *reasonable and prudent person* from information already in the public domain;
- (g) the disclosure is made in accordance with clauses 24.9(d) or 24.10;
- (h) the disclosure is made in accordance with clause 16.6;
- (i) the disclosure is made in accordance with clause 6.3.

6.3 Disclosure to AEMO

Western Power may disclose the following information relating to *connection applications* to AEMO:

- (a) information relating to a *generation application* required to be provided to current other *applicants* under clause 16.6 and, in addition, in respect of each such *generation application* the identity of the *applicant* and the forecast in service date for their *generating plant*, modified *generating plant* or increased *contracted capacity*;
- (b) any information required for AEMO to undertake its system management functions under the *WEM Rules* (including any information AEMO notifies Western Power it requires to discharge those functions);
- (c) that a particular *access contract* has been executed and the key details of that contract such as the parties' names, the name and location of the *generating plant* and of any facilities which will consume load, and the initial *contracted capacity*; and
- (d) that all conditions precedent in an *access contract* have been satisfied or waived.

Part B – Electricity Transfer Applications

7. Costs and Timing of Processing Electricity Transfer Applications

7.1 Where Applicant Seeks a Reference Service

- (a) An *applicant* who seeks a *reference service* must pay to Western Power the *lodgement fee* in the *price list* specified as being applicable to the *applicant's application* in this applications and queuing policy, which will be:
 - (i) a new *connection point* fee;
 - (ii) an *access contract* modification fee;
 - (iii) a new standard *access contract* fee;
 - (iv) a *capacity allocation service* fee;
 - (v) a *remote load/inverter control service fee*, *remote load limitation service*, *remote re-energise service fee* or *remote de-energise service* fee; or
 - (vi) a *distributed energy or other non-network solution* assessment fee.
- (b) If the *applicant* is not an existing *user*, then the *lodgement fee* must be paid at the time the *applicant* lodges its *electricity transfer application*.
- (c) If the *applicant* is an existing *user*, then the *lodgement fee* will be added to the next invoice under the *user's* existing *access contract*.

- (d) Western Power must notify the *applicant* that it has received the *applicant's electricity transfer application* within 5 business days.
- (e) Subject to Western Power performing a security assessment under clause 4.9, if the *applicant* is an existing *user* and selects a *reference service*, then Western Power must use reasonable endeavours to make an *access offer*, by notice to the *applicant*, to modify the *applicant's access contract*:
 - (i) within 5 business days of receiving the *complete electricity transfer application*; or
 - (ii) within 5 business days of an *access offer* being *signed* by an *applicant* for any associated *connection application*,

whichever is later.

- (f) Subject to Western Power performing a security assessment under clause 4.9, if the *applicant* is not an existing *user*, and selects a *reference service*, Western Power must use reasonable endeavours to make an *access offer*:
 - (i) within 10 business days of receiving the *complete electricity transfer application*; or
 - (ii) within 5 business days of an *access offer* being *signed* by an *applicant* for any associated *connection application*,

whichever is later.

7.2 Where Applicant Seeks a Non-Reference Service

- (a) An *applicant* seeking a *non-reference service*, including, but not limited to, an *exit service* or an *entry service* or a *bidirectional service* with a different *tariff* or a different *access contract* than for an equivalent *reference service*, must, when requested by Western Power, pay an amount to Western Power in respect of a reasonable cost incurred, or to be incurred within a reasonable timeframe, in processing the *application*.
- (b) The total of the costs referred to in clause 7.2(a) must not exceed the reasonable costs which would be incurred by a prudent *service provider*, acting efficiently and in good faith, seeking to achieve the lowest practicable cost of processing the *application*.
- (c) The costs referred to in clause 7.2(a) must not include any costs of Western Power in relation to an *access dispute* (which are to be awarded by the *Arbitrator* under Chapter 10 of the *Code*).
- (d) If an *applicant* selects a *non-reference service*, then Western Power must make an *access offer* as soon as practicable after the *complete application* is lodged, having regard to the nature of the *non-reference service* being sought by the *applicant*.

7.3 Connection Application Costs Not Affected

Nothing under this Part B affects costs applicable for a *connection application*.

7.4 Unused

8. Eligibility Criteria for Reference Services

If an *applicant* seeks a *reference service* under this Part B and Western Power is satisfied as a *reasonable and prudent person* that the *applicant* does not meet the eligibility criteria given in the *access arrangement* for the *reference service*, then Western Power may reject the *applicant's electricity transfer application*.

9. Electricity Transfer Application for a New Connection Point

9.1 Customer Transfer Request

- (a) An *incoming retailer* may lodge a *customer transfer request* with Western Power with respect to an *exit point* at which electricity is proposed to be supplied to a *contestable customer*. With respect to the *customer transfer request*:
 - (i) Western Power, the *incoming retailer* and the *previous retailer* must comply with the *Customer Transfer Code*; and
 - (ii) except as specified in this clause 9, this applications and queuing policy does not apply.
- (b) Western Power must not process the *customer transfer request* if it determines under clause 13 that the *customer transfer request* relates to the supply of electricity to a *customer* who is not a *contestable customer*.
- (c) Western Power must process a *customer transfer request* such that the *incoming retailer* receives the same *covered service* at the same *contracted capacity* as the *previous retailer*.
- (d) The *exit point* must be transferred as a complete and indivisible unit such that all associated *meters* are transferred in one transaction.
- (e) If the *incoming retailer* seeks to modify the *covered service* with respect to an *exit point* that has been the subject of a *customer transfer request*, then that *incoming retailer* must make an *application* under this applications and queuing policy as a separate transaction after the *customer transfer request* has been processed.

9.2 Creating a New Connection Point or Connecting New Generating Plant

- (a) An *applicant* who seeks to create a new *connection point* or to install new *generating plant* at an existing *connection point* must:
 - (i) submit an *electricity transfer application* on the *application form* that is applicable for the type of *facilities and equipment* to be *connected* at the *connection point*; and
 - (ii) submit, or procure that its *customer* submits, a *connection application*.
- (b) If the *applicant* is seeking a *reference service*, then:
 - (i) if the *applicant* is an existing *user*, the new *connection point lodgement fee* applies to the *application*; or
 - (ii) if the *applicant* is not an existing *user*, the new *access contract lodgement fee* applies to the *application*,

but if the *applicant* is seeking a *non-reference service* then clause 7.2 applies to the *application*.

- (c) If an *applicant* submits an *electricity transfer application* subsequent to Western Power making an *access offer* for an associated *connection application* (to the *applicant*, its *customer* or another person) and:
 - (i) the *capacity*; or
 - (ii) the *services start date* (as relates to the transfer of electricity); or
 - (iii) the *services end date* (as relates to the transfer of electricity),

sought in the *connection application* and the *electricity transfer application* are not the same, such that the *application* of the *contributions policy* based on the information in the *electricity transfer application* would produce a *contribution* different to that specified in the *access offer* for the associated *connection application*, then Western Power may:

- (iv) where the *contribution* would be higher to that specified in the *access offer*, require the *applicant* to pay the difference; or
- (v) where the *contribution* would be lower to that specified in the *access offer* and the *contribution* specified in the *access offer* has been paid by the *applicant*, rebate the difference to the person who paid a *contribution* in respect of the *connection application*,

as applicable.

- (d) The *services start date* for the *covered services* sought under the electricity transfer application will be the later of:
 - (i) the *services start date* (as relates to the transfer of electricity) sought in the *connection application*; or
 - (ii) the *services start date* sought in the *electricity transfer application*; or
 - (iii) the *completion date* of any works resulting from the *connection application*.

10. Electricity Transfer Application to Modify an Existing Covered Service

10.1 Selection of Different Covered Service or Selection or Modification of an Existing Non-Reference Service

- (a) An *applicant* may make an *electricity transfer application* to:
 - (i) select a different *exit service*, *entry service* or *bi-directional service*;
 - (ii) modify an *exit service*, *entry service* or *bi-directional service* by selecting a component reference service (metering) under Appendix E to the *access arrangement*;
 - ~~(iii) select a *supply abolishment* or *modify an ancillary service*;~~
 - ~~(iv) select a *LED replacement service*;~~
 - ~~(v) select a *remote load control service*, *remote load limitation service*, *remote de-energisation service* or *remote re-energisation service*;~~
 - ~~(vi)~~(iii) select or select or modify a *non-reference service*,

with respect to a *connection point* in the *applicant's access contract*, by notice to Western Power.

- (b) If the *applicant* is seeking:
 - (i) an *exit service*, *entry service* or *bi-directional service*, then the new *connection point lodgement fee* applies to the *application*;
 - (ii) a different *exit service*, *entry service* or *bi-directional service*, then the *access contract modification fee* applies to the *application*;
- (c) If the *applicant* is seeking a *non-reference service* or a modification to a *non-reference service* then clause 7.2 applies to the *application*.

- (d) If Western Power considers, as a *reasonable and prudent person*, that the requested change in *covered service* indicates that the *applicant* will require a greater *capacity*, then:
 - (i) Western Power must notify the *applicant* within 5 business days whether the *applicant* must also submit, or procure that its *controller* submits, a *connection application* for an increase in *contracted capacity*; and
 - (ii) the *priority date* of such *connection application* shall comprise:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 10.1(d)(i), the date Western Power received the *electricity transfer application* under clause 10.1(a); and
 - (B) otherwise, the date Western Power received the *complete connection application*.
- (e) If the *application* requests a new *covered service* that is serviced at a different voltage than the existing *covered service*, then Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*.

10.2 Increase or Decrease in Contracted Capacity

- (a) An *electricity transfer application* to increase or decrease *contracted capacity* with respect to an existing *covered service* under the *applicant's access contract*, may be made by notice to Western Power.
- (b) The *lodgement fee* for an *access contract* modification applies to the *applicant's application*, plus any costs for any associated *connection application*.
- (c) Western Power must notify the *applicant* whether or not it accepts the increase or decrease in *contracted capacity* within 5 business days of receipt by Western Power of the *applicant's* notice under clause 10.2(a) (or such further time as a prudent *service provider* would reasonably require to consider such *application*).
- (d) Western Power must accept the increase or decrease in *contracted capacity* if it forms the view as a *reasonable and prudent person* that:
 - (i) accepting the increase or decrease in *contracted capacity* would not be likely to impede the ability of Western Power to provide a *covered service* sought in an *application* lodged by another *applicant*; and
 - (ii) it is not likely that an *augmentation* or any work would be required to provide the increase or decrease in *contracted capacity*; and
 - (iii) in the case of a second or further *application* or notice in any rolling period of 12 months, the additional *application* or notice satisfies clause 10.3.
- (e) If Western Power determines that it cannot form the view required for acceptance of the increase or decrease in *contracted capacity* under clause 10.2(d), then:
 - (i) Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*; and
 - (ii) the *priority date* of such *connection application* shall comprise:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 10.2(e)(i), the date Western Power received the *electricity transfer application* under clause 10.2(a); and
 - (B) otherwise, the date Western Power received the *complete connection application*.

10.3 More than 1 Change or Modification Within 12 Months

If Western Power receives:

- (a) more than 1 *application* or notice under clause 10.1; or
- (b) more than 1 *application* or notice under clause 10.2,

seeking to change the *covered service*, including to decrease or increase the *contracted capacity*, with respect to a single *connection point* in any rolling period of 12 months, then in relation to each additional *application* or notice, Western Power:

- (c) must, subject to this clause 10 and acting as a *reasonable and prudent person*, accept the change of *covered service*, where the new *covered service* will be sufficient to meet the actual requirements of the *applicant*, and it is required by reason of one or more of the following circumstances:
 - (i) a change in the actual *consumption* or *generation* by the *applicant* in respect of that *connection point* over the 12 month period prior to the *applicant* giving notice under clause 10.1(a) or 10.2(a) (as applicable), as recorded by the *metering equipment*; or
 - (ii) a change in the nature of the business or operation conducted at the *connection point*; or
 - (iii) a shutdown of the business or operation conducted at the *connection point* (including a shutdown for maintenance purposes) for longer than 1 continuous month; or
 - (iv) a rapid increase or decline in the business at the *connection point*; or
 - (v) a decrease in the number of *capacity credits* (as defined in the *WEM Rules*) allocated to any *generating plant* at the *connection point* under the *WEM Rules*; or
 - (vi) as part of a *relocation*; or
 - (vii) some other special circumstance,

and

- (d) is entitled to refuse the change in *covered service* where Western Power is satisfied, as a *reasonable and prudent person*, that the change is sought by reason of the seasonal nature of the business or operation at the *connection point*.

10.4 Modification of *Generating Plant*

- (a) An *applicant* must make a *connection application* before materially changing any of those characteristics of *generating plant connected at a connection point* required to be provided in the applicable *application form*.
- (b) If the *applicant signs an access offer* in respect of the *connection application*, then the parties must amend the *applicant's access contract* accordingly.

10.5 Capacity Allocation services

An *applicant* may make an *electricity transfer application* for a *capacity allocation service*.

Western Power must notify the *applicant* whether or not it accepts the increases and decreases in capacity included in the *capacity allocation service application* within 5 business days of receipt by Western Power of the *application* or such further time as a prudent service provider would reasonably require to consider such *application*.

Western Power must approve the increases and decreases in capacity in the *capacity allocation service application* if it forms the view as a *reasonable and prudent person* that accepting the *capacity allocation service* would not be likely to impede the ability of Western Power to provide *covered services* to existing users and no *augmentation* or any work would be required to provide the *capacity allocation service*.

The *capacity allocation service* fee as specified in the price list applies to the *application*.

11. De-energisation and Re-energisation

11.1 De-energisation

A request by a *user* to Western Power to *de-energise* an existing *connection point* under the *user's access contract* or applicable *laws* is not an *application* and this applications and queuing policy does not apply to it.

11.2 Re-energisation

- (a) An *applicant* who seeks to *re-energise* an existing *de-energised connection point* must submit an *electricity transfer application* on the *application form* that is applicable for the type of *facilities and equipment connected* or to be *connected* at the *connection point*.
- (b) If the *applicant* does not have an *electricity transfer access contract*, then the *lodgement fee* for a new *access contract* applies to the *application*, plus costs associated with the *re-energisation* under the *Metering Code*.
- (c) If the *de-energised connection point* is not on the *applicant's electricity transfer access contract*, then the *lodgement fee* for a new *connection point* applies to the *application*, plus costs associated with the *re-energisation* under the *Metering Code*.
- (d) If the *de-energised connection point* is on the *applicant's electricity transfer access contract*, then only the costs associated with the *re-energisation* under the *Metering Code* apply to the *application*.
- (e) Subject to clause 11.2(g), Western Power must determine, as a *reasonable and prudent person*, within 5 business days whether it will accept the request for *re-energising*.
- (f) If Western Power determines that it cannot accept the request for *re-energising* under clause 11.2(e), then:
 - (i) Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*; and
 - (ii) the *priority date* of such *connection application* shall comprise:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 11.2(f)(i) the date Western Power received the *electricity transfer application* under clause 11.2(a); and
 - (B) otherwise, the date Western Power received the *complete connection application*.
- (g) Nothing in clause 11.2 derogates from the obligations of Western Power to *re-energise a connection point* within the timeframes specified in clause 8.2 of the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004* or regulations 7 and 8 of the *Electricity Industry (Obligation to Connect) Regulations 2005*.

12. Electricity Transfer Application to Obtain a New Access Contract

- (a) An *applicant* who seeks a new *access contract*, other than under clauses 8 to 11 may make an *electricity transfer application* by notice to Western Power.
- (b) If an *applicant* makes an *application* under clause 12(a), then:
 - (i) if the *applicant* seeks a standard *access contract*, the *lodgement fee* for a new standard access contract applies to the *application*; or
 - (ii) if the *applicant* seeks an *access contract* that is materially different to a standard access contract, then clause 7.2 applies to the *application*.

13. Contestability Assessment

13.1 Western Power Must Perform Contestability Assessment

- (a) When:
 - (i) an *applicant* makes an *electricity transfer application* or a *connection application* to establish a new *exit point*; or
 - (ii) an *incoming retailer* makes a *customer transfer request* with regard to an *exit point*,

Western Power must determine if the *application* or *customer transfer request* is being made for the purpose of the supply of electricity to a *contestable customer* at that *exit point*.

- (b) Western Power must perform an assessment under this clause 13 within 5 business days of the event that triggered the assessment.

13.2 Unused

13.3 Rejection of Application

Western Power must reject an *application* where it is not authorised under the *Electricity Corporations Act 2005* or other *written law* to make an *access offer* for the purpose of the supply of electricity to a *customer* because that *customer* is not a *contestable customer*.

{Note: Under section 54 of the *Electricity Corporations Act 2005*, Western Power is prohibited from supplying services for the purpose of the supply of electricity to a *customer* that is not a *contestable customer* by a person other than the 'Electricity Generation and Retail Corporation' (as defined in section 3 of the *Electricity Corporations Act 2005*) or a subsidiary of that corporation.}

14. Connection Point Configuration

14.1 Rules for Mapping Network Assets to a Single Connection Point

Western Power must comply with the following when determining the configuration of a *connection point*:

- (a) the proposed configuration must meet the *WA Electrical Requirements*, made pursuant to regulation 49 of the *Electricity (Licensing) Regulations 1991*; and
- (b) a *connection point* may be associated with one or more *revenue meters* which measure and record *energy data*, or none if it is an *unmetered connection point*; and

- (c) if the *connection point* is associated with more than one *revenue meter*, they must be either all *interval meters* or all *accumulation meters*, and not a combination of more than one type of *revenue meter*; and
- (d) a *connection point* may comprise more than one *attachment point* to the *network* provided that each *attachment point* is to the same lot or *premises* and is operated at the same voltage; and
- (e) a *connection point* must have one and only one *controller* at the *connection point*; and
- (f) a *connection point* must have only one type of *exit service*, if any, and only one type of *entry service*, if any, and only one type of *bidirectional service*, if any; and
- (g) a *connection point* must have only one applicable *loss factor*.

14.2 One NMI per Connection Point

Western Power must allocate one NMI per *connection point*.

14.3 Combining Multiple Connection Points into a Single Connection Point

- (a) A person may make an *electricity transfer application* to have multiple *connection points* supplying a single *premise* or adjacent *premises* of a single commercial or industrial complex combined into a single *connection point*, subject to clause 14.1, by notice to Western Power.
- (b) The *lodgement fee* for a new *connection point* applies to an *application* made under clause 14.1.
- (c) Where an *applicant* applies under clause 14.3(a) the *applicant* must demonstrate that the *connection points* are integral to a single business.

{For example, a supermarket acquiring adjacent *premises* to its existing *premises* with the intention of expanding its operation across these *premises* can combine the two *exit points* into a single *exit point*.}
- (d) Where an *application* is made under clause 14.3(a) by an *applicant* who is not the *retailer* in relation to a relevant *connection point*, the *applicant* must obtain the consent of the *retailer*.
- (e) A *retailer* must have *verifiable consent* from its *customer* before making an *electricity transfer application* to change the configuration of a *connection point*.
- (f) Western Power must determine, as a *reasonable and prudent person*, within 5 business days whether it will accept the *application*.
- (g) If Western Power determines that it cannot accept the *application* under clause 14.3(f), then:
 - (i) Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*; and
 - (ii) the *priority date* of such *connection application* shall be determined:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 14.3(g)(i), from the date Western Power received the *electricity transfer application* under clause 14.3(a); and
 - (B) otherwise, from the date Western Power received the *complete connection application*.

14.4 Separating a Single Connection Point to Create Multiple Connection Points

- (a) An *applicant* may make an *electricity transfer application* to divide a single *connection point* into multiple *connection points*, subject to clause 14.1.
{Note: This might occur, for example, to allow the new *connection points* to be migrated to a different *user's access contract*.}
- (b) Each *connection point* created under clause 14.4(a) must have its own *metering equipment*.
- (c) Where an *application* is made under clause 14.4(a) by an *applicant* who is not the *retailer* in relation to the *connection point*, the *applicant* must obtain the consent of the *retailer*.
- (d) A *retailer* must have *verifiable consent* from its *customer* before making an *electricity transfer application* to change the configuration of a *connection point*.
- (e) Western Power must determine, as a *reasonable and prudent person*, within 5 business days whether it will accept the *application*.
- (f) If Western Power determines that it cannot accept the *application* under clause 14.4(e), then:
 - (i) Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*; and
 - (ii) the *priority date* of such *connection application* shall be determined:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 14.4(f)(i), from the date Western Power received the *electricity transfer application* under clause 14.4(a); and
 - (B) otherwise, from the date Western Power received the *complete connection application*.

15. Time to Perform Obligations

15.1 Extension of Time to Perform Obligations

- (a) If:
 - (i) Western Power (acting as a *reasonable and prudent person*) has requested further information from an *applicant* under clause 3.11 which it reasonably requires to process an *electricity transfer application*; and
 - (ii) the request was made as soon as Western Power became aware that it required the information; and
 - (iii) Western Power has expeditiously and diligently progressed the processing of the *electricity transfer application* before making the request, after receiving the information and (to the extent possible) between making the request and receiving the information,

then the time period for complying with any obligation under this applications and queuing policy is extended by an amount of time equal to the time taken by the *applicant* to comply with the request.

- (b) Without limiting the generality of clause 15.1(a), an *applicant* and Western Power may agree to extend any one or more of any of the time periods set out in this applications and queuing policy on one or more occasions, and:
 - (i) the time period is extended by the amount of time agreed; and
 - (ii) unless otherwise agreed, the time for complying with any other obligation is extended by the same amount of time.

15.2 Concurrent Applications

Western Power must use reasonable endeavours to comply with the timeframes set out in this applications and queuing policy in respect of each *electricity transfer application* which is lodged with Western Power, whether or not it is processing more than one *electricity transfer application* concurrently.

Part C – Connection Applications

16. Specific Connections Applications

16.1 Connection Application for a New Connection Point

An applicant who seeks to create a new *connection point* or to install new *generating plant* at an existing *connection point* must:

- (a) submit a *connection application* on the *connection application form* that is applicable for the type of *facilities and equipment* to be *connected* at the *connection point*; and
- (b) submit, or procure that its *retailer* submits, an *electricity transfer application* under [Part B – Electricity Transfer Applications](#)~~Part B – Electricity Transfer Applications~~ of this applications and queuing policy.

16.2 Connection Application for an Increase or Decrease of Contracted Capacity

- (a) If, after processing an *electricity transfer application* under clause 10.2, Western Power requires a *connection application*, then the *user* must submit or, if applicable, procure that its *customer* submits, a *connection application* on the *connection application form* that is applicable for the type of *facilities and equipment* that is *connected* at the *connection point* or for the *capacity allocation service* sought.
- (b) If a *customer* submits a *connection application* with respect to a *connection point* that will result in an increase to the *contracted capacity* of the *customer's retailer* for that *connection point*, then the *customer* must procure that its *retailer* submit an associated *electricity transfer application* under Part B of this applications and queuing policy.

16.3 Connection Application to Modify Generating Plant

If an applicant seeks to materially change the characteristics of *generating plant* connected at a *connection point*, then the applicant must *complete* those parts of the appropriate *application form* that deal with those characteristics, and include any additional information specified in the *application form* (which might include equipment schedules, drawings and computer models) that Western Power, as a *reasonable and prudent person* and acting in accordance with good electricity industry practice, might require to assess the impact of the modification on the *network* and other *users*, compliance of the modified *generating plant* with the *technical rules*, and in the case of a *transmission system connected generator*, the *Proposed Generator Performance Standards* proposed by the applicant.

16.4 Connection Application to Modify or Augment the Network

- (a) An applicant who seeks to modify or *augment* the *network* for the purpose of receiving a *covered service* other than under clause 16.1 must submit a *connection application* on the applicable *connection application form*.
- (b) If there is no applicable *application form* provided for a *connection application* then the applicant may submit its *connection application* by notice to Western Power.

16.5 Opt-out of *Competing Applications Group Process*

- (a) An *applicant* may, at the time of making a *connection application* under clause 16, elect that the *connection application* is to be processed as an *applicant-specific solution* and is not to be considered as part of a *competing applications group*.
- (b) If an *applicant* makes an election under clause 16.5(a), it will be deemed to have made a request for a study under clause 20.3(a) and clause 20.3 shall apply to the processing of that *application*.

16.6 Publication

- (a) In respect of each *generation application* Western Power must within a reasonable time (to the extent the information is available to Western Power) notify all other *applicants* with *generation applications* of:
 - (i) the *contracted capacity* sought in the *generation application* (and if applicable the existing *contracted capacity* relevant to that *generating plant*);
 - (ii) the location, voltage and arrangement of the proposed (or if applicable upgraded) *connection point*;
 - (iii) the fuel type of the *generating plant*;
 - (iv) the *priority date* of the *generation application*.
- (b) If there is any material change to the information in clause 16.6(a) as it relates to a *generation application* Western Power will, within a reasonable time of becoming aware of the change, notify all *applicants* with *generation applications*.

17. Lead Time for *Connection Applications*

An *applicant* must endeavour to lodge a *connection application* to Western Power within a reasonable time before the requested *services start date*, having regard for:

- (a) the time required to determine if any *works* are required, and if so then the time required to plan, design, cost, approve, finance, construct and commission the *works*, including, if applicable, the time required to perform a *regulatory test*; and
- (b) the time required to finalise an *access offer* for the *connection application*; and
- (c) if the *applicant* has requested a derogation from the *technical rules*, then the time required to process this request; and
- (d) in the case of a *connection application* which relates to a *transmission system connected generator*, the time required to determine (in accordance with the *WEM Rules*) the *Registered Generator Performance Standards* that will apply to that *transmission system connected generator*.

17A. Pre-enquiry Discussions

17A.1 *Applicant May Contact Western Power*

A party considering making a *connection application* may contact Western Power to discuss a proposed *connection application* with Western Power. Western Power will provide reasonable assistance to such *applicants* but this will not include undertaking studies for the *applicant*.

17A.2 Informal Discussions Not Binding

The discussions under this clause 17A are not binding on Western Power, and Western Power is not liable for any error or omission that is made as a *reasonable and prudent person* in the discussions under this clause 17A.

17A.3 Provision of Information on Request

On request by the party, Western Power will, subject to clauses 17A.4 and 6.2, provide the party with all existing commercial and technical information that is in Western Power's possession, custody or control that is reasonably required or requested by the party to help it decide whether to make an *application*.

17A.4 Provision of Confidential Information

- (a) Where commercial or technical information referred to in clause 17A.3 is *confidential information*:
 - (i) which is confidential to Western Power and in Western Power's possession, custody or control, Western Power will use reasonable endeavours to enter into an adequate confidentiality undertaking with respect to the disclosure of the *confidential information* to the party deciding whether to make an *application*;
 - (ii) disclosed to Western Power by a *disclosing person*, an *applicant* or a third party, except where clause 24.9(d) applies, Western Power will request the consent of the relevant *disclosing person* or *applicant* to the disclosure of the *confidential information* to the *applicant* and, in the event that the relevant *disclosing person* or *applicant* does not consent to such disclosure, Western Power will use reasonable endeavours to provide the relevant *confidential information* to the party who has requested the information in an aggregated or other form in which its confidential aspects cannot be identified.
- (b) Where the relevant *disclosing person* or *applicant* ("*first person*"), under clause 17A.4(a)(ii), notifies Western Power it will consent to the disclosure of the *confidential information* to the other *applicant* ("*second person*") if the second person executes a confidentiality undertaking in favour of the first person, then Western Power will seek to facilitate the process of conclusion of such undertaking but the first and second person must directly negotiate the terms of that undertaking between themselves.

18. Enquiry State

18.1 Compulsory Enquiry Notification

- (a) Where an *applicant* expects, in good faith, to proceed to a *connection application*, then prior to lodging a *connection application* with Western Power, the *applicant*:
 - (i) must lodge an *enquiry* with Western Power to notify Western Power of the proposed *connection application*; and
 - (ii) may request that a preliminary assessment is undertaken under clause 19.3 prior to the *applicant* lodging the *connection application*.
- (b) Western Power must engage in discussions in good faith and use all reasonable endeavours to satisfactorily and promptly address any matters raised by the *applicant*.

18.2 Applicant May Request Studies and Information

An *applicant* may request Western Power to undertake system studies or perform other work necessary to assist the *applicant* in preparing its *connection application*, in which case:

- (a) Western Power must endeavour to perform such work within a reasonable time; and
- (b) unused; and
- (c) clause 20 applies.

{This might occur, for example, if the *applicant* needs input into feasibility studies to determine which of its potential projects proceeds to an *application*.}

18.2A Western Power to Issue an *Enquiry Response Letter at Conclusion of Enquiry Stage*

- (a) At the conclusion of the *enquiry* stage, Western Power must issue an *enquiry* response letter to the *applicant* setting out:
 - (i) a description of the information required for a *complete application*, and the results of any assessment that it may have carried out to indicate the extent of any *spare capacity* available to provide *exit services* or *exit service components*;
 - (ii) the existence of any *competing applications*; and
 - (iii) any constraints known to Western Power on the ability of the *network* to provide the *capacity* proposed as *contracted capacity* in the *connection application* by the *applicant* to the extent the *connection application* relates to *exit services* or *exit service components*.
- (b) Western Power will provide the *enquiry* response letter to the *applicant* within 20 business days of the lodgement of the *enquiry*, or within 20 business days of completion of any system studies or other *works* requested by the *applicant* under clause 18.2. If not all the information is available within that timeframe, Western Power will provide the *applicant* with as much information as possible within 20 business days and an estimated time, being not greater than 20 business days, when the balance of the outstanding information will be provided.

18.3 Enquiry Response Letter and Discussions Not Binding

The *enquiry* response letter and discussions under this clause 18 are not binding on Western Power, and Western Power is not liable for any error or omission that is made as a *reasonable and prudent person* in the *enquiry* response letter and discussions under this clause 18.

18.4 Fees Payable

At the time that the *applicant* lodges an *enquiry* under this clause 18, Western Power may *charge* a non-refundable fixed fee for processing the *enquiry* as specified in the *price list*. For the avoidance of doubt, this is in addition to any other payment, *charge* for costs, or fee.

19. Reporting During the Processing of the *Connection Application*

19.1 *Initial Response*

- (a) Subject to clause 19.1(b), Western Power must provide an *initial response* to the *applicant* within 20 business days of receiving the *applicant's connection application*, specifying:
 - (i) the time by which Western Power will provide a preliminary assessment under clause 19.3 of the *connection application* (if such an assessment was not provided under clause 18.1 before the *connection application* was submitted and is required under clause 19.3); and
 - (ii) the time by which Western Power expects to make an *access offer*.
 - (iii) unused.
- (b) If, by the time by which Western Power is required to give an *applicant* an *initial response* under clause 19.1, Western Power has given the *applicant* an *access offer*, Western Power is not required to provide an *initial response* to the *applicant*.

19.2 *Initial Response is Not Binding*

An *initial response* is not binding on Western Power, and Western Power is not liable for any error or omission, which is made as a *reasonable and prudent person*, in an *initial response*.

19.3 *Preliminary Assessment*

A preliminary assessment with regards to a *connection application* may consist of an assessment as to:

- (a) to the extent the *connection application* relates to *exit services* or *exit service components*, whether it is likely that there is sufficient *spare capacity* to provide the requested *covered services* or whether any *works* might be required to provide the *covered services*, including whether it is likely that any *new connection assets* will be required to provide the *covered services* requested in the *application*;
- (b) to the extent the *connection application* relates to *entry services* or *entry service components*, the nature of the *works* which may be required to provide those *entry services* or *entry service components*, including whether it is likely that any *new connection assets* will be required to provide the *covered services* requested in the *application*, and the *contracted capacity* which will be available if those *works* are undertaken and the *contracted capacity* (if any) available in the absence of such *works*; and
- (b2) whether any other *applications* are *competing* with the *application* and the possible grouping of the *application* with *competing applications* into one or more *competing applications groups*; and
- (c) if it is likely that *works* will be required — operational and technical details of the *works*; and
- (d) if it is likely that *works* will be required — whether or not a *contribution* will likely be required from the *applicant* under the *contributions policy* and a good faith estimate of the approximate amount of the *contribution*; and
- (e) if it is likely that *works* will be required — a good faith estimate of the likely time required for the planning, designing, approving, financing, construction and commissioning, as applicable, of any necessary *augmentation* or *works*; and

- (f) Western Power's proposal for processing the *application*, if applicable under clause 20.2.

To avoid doubt, a preliminary assessment must be undertaken in relation to a *connection application* either before that *application* is submitted in accordance with a request under clause 18.1 or after that *connection application* is lodged as advised by Western Power under clause 19.1(a)(i), unless otherwise agreed by Western Power.

19.4 Updates and Progress Reporting

- (a) An *applicant* must advise Western Power if there is a material change in any information previously provided by the *applicant* as part of the *applicant's application*.
- (b) Western Power must upon request by the *applicant* (which request must not be made more frequently than once per month, and must not be made less than one month following the provision of an *initial response*) provide a progress report to the *applicant* containing information in reasonable detail regarding the processing of the *connection application*, including whether there has been any material change in any estimates of scope, costs or times, either for processing the *connection application* or for any *works* that might result from the *connection application*, previously provided by Western Power.

20. Connection Application Costs

20.1 Applicant Must Pay Costs

- (a) If:
 - (i) the *applicant* lodges an *enquiry* under clause 18, and the *applicant* requests Western Power to perform any system or other studies, prepare detailed cost estimates or do any other work to assist the *applicant* prior to the *applicant* lodging a *connection application*;
 - (ii) an *applicant* has submitted a *connection application* and has agreed for Western Power to perform any system or other studies, prepare detailed cost estimates or do any other work to process the *application*, under clause 20.2, clause 20.3 or clause 24.1(d); or
 - (iii) an actual or prospective *applicant* has sought information or assistance from Western Power and Western Power has agreed to perform any system or other studies, prepare detailed cost estimates or do any other work to provide, or in connection with, that information or assistance,

then the *applicant* must, when requested by Western Power, pay to Western Power its reasonable costs incurred, or to be incurred within a reasonable timeframe, in processing the *enquiry* or *connection application* or otherwise undertaking the studies, cost estimates and work referred to in paragraphs (i), (ii) and/or (iii) above.

- (b) The total of the costs referred to in clause 20.1(a) must not exceed a genuine pre-estimate of the reasonable costs which would be incurred by a prudent *service provider*, acting efficiently and in good faith, in accordance with *good electricity industry practice*, seeking to achieve the lowest practicable cost of processing the *connection application*.
- (b1) For the avoidance of doubt, Western Power may *charge applicants* other fees and *charges* in addition to the costs referred to in this clause, and the provisions of clause 20.1(b) do not apply to such other fees and *charges*. Such fees include the *application* fees referred to in clause 7.1, the *enquiry* fee referred to in clause 18.4, the preliminary offer processing fee referred to in clause 24.3, and the *preliminary acceptance* fee referred to in clause 24.5(b).

- (c) The costs referred to in clause 20.1(a) must not include any costs of Western Power in relation to an *access dispute* (which are to be awarded by the *Arbitrator* under Chapter 10 of the *Code*).

20.2 Processing Proposal

- (a) Where Western Power considers that to process a *connection application*, or in connection with any request for information or other assistance made to it by an actual or prospective *applicant*, it must perform any system or other studies, prepare detailed cost estimates or do any other *works* or where an *applicant* requests a study under clause 20.3 then:
- (i) Western Power must provide a proposal to the *applicant* outlining the scope, timing and a good faith estimate of the likely costs to be incurred for processing the *connection application* and/or otherwise undertaking the studies, cost estimates or other *works*; and
 - (ii) the *applicant* may request amendments to the scope of work in the proposal, in which case Western Power and the *applicant* must negotiate in good faith regarding the proposal. In the case of a *connection application* which has been lodged, if Western Power and the *applicant* have not agreed within 60 business days on the scope of the work in the proposal, then the *connection application* and any associated *electricity transfer application* will be deemed to have been withdrawn; and
{Note: This might occur, for example, where the *applicant* is able to perform some of the *works* itself.}
 - (iii) the *applicant* may reject the proposal, and in such a case, where a *connection application* has been lodged, then the *connection application* and any associated *electricity transfer application* are deemed to have been withdrawn; and
 - (iv) (if applicable) the *applicant* may at any time request Western Power to cease processing the *connection application*, in which case the *connection application* and any associated *electricity transfer application* are deemed to have been withdrawn and Western Power must cease all work on the *application*.
- (b) Where Western Power spends the costs paid to it by an *applicant* under clause 20.1(a) in processing the *connection application* or otherwise undertaking the requested cost estimates, studies or other work and requires further payment to cover its actual costs in completing the proposal, then it will notify the *applicant* of the reasons for these higher costs and will make a proposal for payment of such additional costs, and Western Power's proposal under this clause will be dealt with under clause 20.2(a) as though it was an original proposal.
- (c) Where Western Power has *charged* an *applicant* costs under clause 20.1(a), then at the time of making an *access offer* to that *applicant* or at the time an *application* is withdrawn (whichever is earlier):
- (i) if Western Power's actual costs are less than the costs that it has *charged*, Western Power must refund the unexpended portion of those costs; or
 - (ii) if Western Power's actual costs are more than the costs that it has *charged*, Western Power may *charge* an additional fee to cover the reasonable costs in excess of the fee it *charged*, and the *applicant* must pay any such additional fee.
- (d) To avoid doubt, in this clause 20.2 references to an *applicant* may extend to a prospective *applicant*.

20.3 Applicant-specific Solution Option

- (a) An *applicant* may request Western Power to perform a study of the nature and costs of an *applicant-specific solution* to satisfy the *connection application*. Subject to agreement being reached under clause 20.2(a) in respect of that study, the *applicant* must pay the costs of that study. Western Power will endeavour, subject to receiving any necessary cooperation from the *applicant*, to complete the study within 60 business days.
- (b) Once Western Power has completed the study, it must provide:
- (i) existing *users* that Western Power considers may be impeded; and
 - (ii) any *competing applicant* with an earlier *priority date*,

with the opportunity to object to providing the *applicant-specific solution* to the *applicant*.

- (c) An existing *user* and *competing applicant* with an earlier *priority date* may object to the *applicant-specific solution* within ~~30~~20 business days on the grounds that the *applicant-specific solution* would impede Western Power's ability to provide *covered services* to that existing *user* or to provide the *covered services* that are sought in a *competing application* with an earlier *priority date* compared with what the position would be if the *applicant-specific solution* were not implemented. ~~—However, an objection may not be made on the basis that the applicant-specific solution will increase constraints.:~~

- ~~(i) Western Power will evaluate the objection within 40 business days of it being lodged and if it agrees that the applicant-specific solution would impede Western Power's on the basis that the applicant-specific solution will increase constraints; or~~

- ~~(ii) if the existing user and competing applicant has made no progress with its connection application for over 12 months [from the date of submission of its connection application], as evidenced by no system or other study being prepared or requested to be prepared, no preparation of a detailed cost estimate, nor any other material work to progress its connection application being undertaken in that time.~~(d) If an objection is made, Western Power, acting as a *reasonable and prudent person*, will evaluate the existing *user* and *competing applicant's* right to object under clause 20.3(c). If Western Power is not satisfied that the objection is valid in accordance with clause 20.3(c)(i) or (ii), it must notify the existing *user* and *competing applicant*. If Western Power is satisfied that the objection is valid under clause 20.3(c), it will evaluate the objection within 30 business days of it being lodged. If Western Power agrees that the *applicant-specific solution* would impede its ability to provide *covered services* to an existing *user* or to provide the *covered services* that are sought in a *competing connection application* with an earlier *priority date*, then it must either decline to offer an *applicant-specific solution* to the *applicant* or modify the *applicant-specific solution* so that the *applicant-specific solution* would not impede Western Power's ability to provide *covered services* to an existing *user* or the *covered services* that are sought in that other *application* with an earlier *priority date*. If Western Power elects to modify the *applicant-specific solution* then it must provide ~~a one~~ further ~~and final~~ opportunity to object under clause 20.3(c) to existing *users* and *competing applicants* with an earlier *priority date* that Western Power considers may be impeded by the *applicant-specific solution*.

- (d) ~~(e)~~-If:
- (i) no objections are made to an *applicant-specific solution*; or
 - (ii) Western Power evaluates under clause 20.30~~(d)~~ that an *applicant-specific solution* (whether the original *applicant-specific solution* or a further *applicant-specific solution* developed following modification under clause 20.30~~(d)~~) would not impede Western Power's ability to

provide *covered services* to an existing user or to provide the *covered services* that are sought in a *competing connection application* with an earlier *priority date*,

then Western Power within ~~30~~20 business days must make an *access offer* to the *applicant* based on the *applicant-specific solution* identified in this clause 20.3(d)~~(e)~~.

20.3A Interaction Between Applicant-Specific Solutions and Competing Applications Groups

For the avoidance of doubt, an *applicant* may seek an *applicant-specific solution* at any time while its *application* is under consideration. Where an *applicant* seeks an *applicant-specific solution* under clause 20.3 above, its *application* will, subject to clauses 16.5 and 24.1(b2), continue to be considered as part of any relevant *competing applications group*.

20.4 Disputes May be Referred to Arbitrator

A dispute between an *applicant* and Western Power regarding a cost under clause 20 may be referred by either party to the *Arbitrator* under section 10.13 of the *Code* (expedited hearings) for determination, in which case the *Arbitrator* may either affirm the amount or reduce it. Nothing in this clause limits the matters that may be the subject of an *access dispute*.

20.5 Use of Engineering Firms to Provide Studies

- (a) An *applicant* may ask Western Power to permit an engineering firm to conduct a system or other study under this clause 20.
- (b) Western Power will not unreasonably disagree to a request from an *applicant* to use an engineering firm to conduct a system or other study, and where Western Power does disagree, Western Power will provide written reasons explaining why it has disagreed.
- (c) Where Western Power agrees under clause 20.5(a) to a request from an *applicant*, then where this applications and queuing policy refers to a study done or to be done by Western Power, the reference to Western Power will be taken as a reference to the engineering firm.
- (d) Prior to permitting the engineering firm to conduct a system or other study, Western Power may require the engineering firm to enter into a confidentiality agreement.
- (e) Where Western Power agrees under clause 20.5(a) to a request from an *applicant*, Western Power will provide the engineering firm with all reasonable information and cooperation to enable the engineering firm to conduct the system or other study.
- (f) Western Power reserves the right to require amendments to a system or other study completed by an engineering firm where the system or other study does not provide the information that Western Power considers that Western Power requires from the system or other study.
- (g) Nothing in this clause 20.5 removes Western Power's right to *charge applicants* under clause 20 for Western Power's costs of processing *applications*, including but not limited to Western Power's costs under clause 20.5(e) and clause 20.5(f).

20A. Unpaid Fees or Charges

Where any fees or *charges* under this applications and queuing policy remain unpaid by an *applicant* more than 60 business days after they are levied or *charged*, then Western Power will send a *final notice* to the *applicant* demanding payment of the fees or *charges* ("*final notice*"). Where the *applicant* has not paid the

fees or *charges* within 7 business days of the date of Western Power's *final notice*, the *applicant's application* and any associated *electricity transfer application* are deemed to be withdrawn.

21. Contributions Policy Applies

If, during the processing of the *connection application*, Western Power determines that *works* are required to provide the *covered services* sought in the *connection application*, then the *contributions policy* applies to the *connection application*.

22. Dormant applications

- (a) Subject to clause 22(b), Western Power will give the *applicant* in respect of a *dormant application* a written notice requesting the *applicant* to show cause in writing why Western Power should continue to process the *dormant application*, and stating the work required to be *completed* to process the *dormant application*.
- (b) In exercising its rights under this clause 22, Western Power must act as a *reasonable and prudent person*.
- (c) If an *applicant* does not respond to Western Power in writing within 20 business days of receipt of a notice under clause 22(a), the *dormant application*, and any associated *electricity transfer application*, shall be deemed to have been withdrawn and Western Power shall notify the *applicant* in writing accordingly.
- (d) If an *applicant* responds to Western Power within 20 business days of receipt of a notice under clause 22(a) that it no longer wishes to progress the *dormant application* to an *access offer*, the *dormant application*, and any associated *electricity transfer application*, shall be deemed to have been withdrawn upon Western Power's receipt of that response.
- (e) If the *applicant* responds to Western Power within 20 business days of receipt of a notice under clause 22(a) contending that Western Power should continue to process the *dormant application*:
 - (i) Western Power must issue the *applicant* with a processing proposal under clauses 20.2, 20.3 or 24 as soon as practicable; and
 - (ii) if an *access contract* has not been entered into in respect of the *application* within 12 months of the date on which the notice under clause 22(a) was issued, Western Power may provide written notice to the *applicant* under this clause 22(e)(ii) of that fact upon which the *application*, and any associated *electricity transfer application*, shall be deemed to have been withdrawn under this applications and queuing policy.
- (f) In issuing a notice under clause 22(e)(ii), Western Power must have regard to the objectives of this applications and queuing policy, the likelihood of the *application* progressing to an *access offer* and the existence of any *competing applications*.

23. Release of Contracted Capacity

Without limiting the circumstances by which *spare capacity* becomes available on the *network*, when an existing *user* reduces *contracted capacity* at one *connection point* and that reduction increases *spare capacity*, then any *application* for that *spare capacity* must be processed by Western Power in accordance with clause 24 and clause 24A, regardless of whether the *user* makes a concurrent *connection application* at that or another *connection point*.

24. Where There Are Competing Applications

24.1 Formation of Competing Applications Groups

- (a) Where Western Power assesses that an *application* is *competing* with other *applications* then Western Power will, subject to clauses 16.5 and 24.8(b), manage *competing applications* by forming them into one or more *competing applications groups* and assessing a single set of *works for shared assets* required to meet some or all of the requirements of each *competing applications group*. To avoid doubt, where there are more than two *competing applications* Western Power may form all the *competing applications* into one *competing applications group* or it may form them into two or more *competing applications groups* as Western Power considers appropriate given the nature of the *applications*, including how the *competing applications* impede each other, the size of the *capacity* sought in each of the *competing applications*, and the current level of *spare capacity*.
- (b) An *application* may be sorted into more than one *competing applications group* where Western Power considers this appropriate given the nature of the *application* (for example where the *application* competes with certain other *applications* in respect of one *network constraint* and with certain other *applications* in respect of another *network constraint*).
- (b1) Western Power will notify an *applicant* within 30 business days of the *application* if it has sorted the *application* into one or more *competing applications groups*.
- (b2) Where Western Power notifies an *applicant* under clause 24.1(b1) that the *application* has been sorted into one or more *competing applications groups*, then the *applicant* may choose by notice to Western Power at any time that it does not wish to be considered in one or more of the *competing applications groups*. Western Power will accept the choice of the *applicant*.
- (c) To the extent necessary to allow:
 - (i) a supplier of last resort (as defined in section 67 of the *Act*) to comply with its obligations under Part 5 of the *Act*; or
 - (ii) a default supplier (as defined in section 59 of the *Act*) to comply with its obligations under section 59 of the *Act*,

an *applicant* may advise Western Power at any time that it does not wish to be considered to be included within a *competing applications group*, in which case it will be treated as having made an *application* for an *applicant-specific solution* and the *applicant's connection application* will be processed as an *applicant-specific solution* in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy and the *applicant* will be deemed to have made a request for a study under clause 20.3(a).

- (d) To avoid doubt, where Western Power considers that to issue a notice of intention to prepare a *preliminary access offer* it must perform any system or other studies, Western Power may provide a processing proposal to the *applicants* within the *competing applications group* in accordance with clause 20.2.

24.2 Notice of Intention to Prepare a Preliminary Access Offer

Where Western Power considers that a single set of *works for shared assets* may meet some or all of the requirements of a *competing applications group*, it will issue a notice of intention to prepare a *preliminary access offer* to all *applicants* within that *competing applications group*, and *charge* a preliminary offer processing fee. To avoid doubt, the preliminary offer processing fee is not payable by an *applicant* who

under clauses 24.3(b) or 24.3(c) elects to opt out of the *competing applications group* or who under clause 24.3(d) withdraws their *application*.

24.3 Response to Notice of Intention to Prepare a Preliminary Access Offer

Applicants must respond to the notice issued under clause 24.2 within 30 business days by:

- (a) agreeing to have their *application* considered within a *competing applications group* and paying the preliminary offer processing fee as specified in the *price list*. By paying the preliminary offer processing fee, *applicants* demonstrate the good faith of their intention to proceed to an *access contract*, and as such the preliminary offer processing fee is non-refundable. Where an *access contract* is subsequently entered into in respect of the *application*, the preliminary offer processing fee will be counted towards any *contribution* payable, where permissible under the *contributions policy*, and where it exceeds any *contribution* payable under the *contributions policy* and the reasonable costs of Western Power incurred in processing the *application* prior to and including Western Power making a *preliminary access offer* and processing responses to it, the excess will be offset against amounts payable under the *access contract* or refunded to the *applicant* where the *applicant* is not a party to that *access contract*; or
- (b) advising that they wish to opt out of the *competing applications group* and make an *application* for an *applicant-specific solution*, in which case the *applicant's connection application* will be processed as an *applicant-specific solution* in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy and the *applicant* will be deemed to have made a request for a study under clause 20.3(a); or
- (c) advising that they wish to opt out of the *competing applications group* but that they do not want to make an *application* for an *applicant-specific solution* and wish to retain their *priority date* and be considered for inclusion in another *competing applications group*, in which case the *application* shall retain its *priority date* and will be considered for inclusion in another *competing applications group* in accordance with clause 24.1(a); or
- (d) withdrawing their *application*.

Where *applicants* fail to respond to the notice issued under clause 24.2 within 30 business days, their *application* and any associated *electricity transfer application* will be deemed to have been withdrawn.

24.4 Western Power's Actions Following Response to the Notice of Intention to Prepare a Preliminary Access Offer

Following the response of *applicants* under clause 24.3 (if any), Western Power may, if it continues to consider that a single set of *works* for *shared assets* may meet some or all of the requirements of a *competing applications group*, make *preliminary access offers* to each *applicant* within the relevant *competing applications group* at the same time. Western Power will endeavour to make such *preliminary access offers* to each *applicant* within the relevant *competing applications group* within 60 business days after issuing the notice under clause 24.2.

24.5 Response to Preliminary Access Offer

- (a) *Applicants* must respond to the *preliminary access offers* within 30 business days after receipt of the *preliminary access offers*, by indicating in good faith in writing either:
 - (i) that it would accept such a *preliminary access offer* if it were an *access offer*; or

- (ii) that it would reject such a *preliminary access offer* if it were an *access offer* and would request an amendment to the *preliminary access offer*. In this case Western Power and the *applicant* must negotiate in good faith regarding the form of the *preliminary access offer*, but if Western Power and the *applicant* have not agreed on the form of the *preliminary access offer* within 30 business days from the date on which the *applicant* received the *preliminary access offer*, then the *application* and any associated *electricity transfer application* will be deemed to have been withdrawn unless:
 - (A) the *applicant* has notified Western Power in writing that it wishes to be treated as having made an *application* for an *applicant-specific solution* and the *applicant's connection application* will be processed as an *applicant-specific solution* in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy and the *applicant* will be deemed to have made a request for a study under clause 20.3(a); or
 - (B) the *applicant* has notified Western Power in writing that it wishes to opt out of the *competing applications group* but it does not want to make an *application* for an *applicant-specific solution* and wishes to retain its *priority date* and be considered for inclusion in another *competing applications group*, in which case the *application* shall retain its *priority date* and will be considered for inclusion in another *competing applications group* in accordance with clause 24.1(a); or
 - (C) the failure to agree on the form of the *preliminary access offer* within 30 business days is due to Western Power acting in bad faith, in which case Western Power and the *applicant* must negotiate in good faith for a further period of 30 business days regarding the form of the *preliminary access offer* and clauses 24.5(a)(ii)(A) and 24.5(a)(ii)(B) shall apply. If no agreement is reached between Western Power and the *applicant* during this further period, and the *applicant* has not notified Western Power in accordance with clauses 24.5(a)(ii)(A) and 24.5(a)(ii)(B), the *application* and any associated *electricity transfer application* will be deemed to have been withdrawn; or
 - (iii) that it would not accept such a *preliminary access offer* if it were an *access offer*, in which case the *connection application* and any associated *electricity transfer application* are deemed to have been withdrawn.
- (b) Where *applicants* respond under either clause 24.5(a)(i) or an agreement is reached regarding the form of the *preliminary access offer* under clause 24.5(a)(ii) ("*preliminary acceptance*"), the *applicants* must pay within 30 business days a *preliminary acceptance fee* as specified in the *price list* to Western Power to demonstrate the good faith of their intention to proceed to an *access contract*. The *preliminary acceptance fee* is non-refundable but, where an *access contract* is subsequently entered into in respect of the *application*, the *preliminary acceptance fee* will be counted towards any *contribution* payable, where permissible under the *contributions policy*, and where it exceeds any *contribution* payable under the *contributions policy* and the reasonable costs of Western Power incurred in processing the *application* until the execution of an *access contract*, the excess will be offset against amounts payable under the *access contract* or refunded to the *applicant* where the *applicant* is not a party to that *access contract*.
 - (c) If an *applicant* does not respond to Western Power within 30 business days of receipt of the *preliminary access offer* by one of the methods in clause 24.5(a), the *application* and any associated *electricity transfer application* shall be deemed to have been withdrawn.
 - (d) To avoid doubt, *preliminary acceptance* does not give rise to a *contract*.

24.6 Subsequent Access Offers

After reviewing the responses by *applicants* to *preliminary access offers* under clause 24.5, Western Power will endeavour within 30 business days from the last date on which responses are required to be provided to Western Power under clause 24.5, to complete the following:

- (a) if Western Power considers it can make *access offers* to *applicants* within the *competing applications group* collectively for the costs nominated in the *access offers*, it will make *access offers* to *applicants* within the *competing applications group* conditional on sufficient acceptance of the *access offers* by *applicants* to ensure that access can be provided to the *applicants* collectively for the costs nominated in the *access offers*; or
- (b) if Western Power does not consider it can make *access offers* to *applicants* within the *competing applications group* collectively for the costs nominated in the *access offers*, it will revise its *preliminary access offer* and submit those revised *preliminary access offers* to *applicants*; or
- (c) where the extent of the *preliminary acceptance* by *applicants* within a *competing applications group* exceeds the ability of Western Power to provide services under *access contracts* (if all such *preliminary acceptances* resulted in *access contracts*), Western Power may make *access offers* to *applicants* in the order of the *priority date* of *applications* until:
 - (i) to the extent *connection applications* relate to *exit services* or *exit service components*, there is no more *spare capacity*; and
 - (ii) to the extent *connection applications* relate to *entry services* or *entry service components* the circumstances which resulted in the *applications* being classified as *competing applications* would prevent Western Power being able to provide such *entry services* or *entry service components* if any further *access offers* were accepted.

If Western Power fails to make an *access offer* to an *applicant* within a *competing applications group*, then notwithstanding any other provision in this applications and queuing policy, the *application* will remain valid and retain its *priority date* and Western Power will refund any *preliminary access offer* processing fee or *preliminary acceptance* fee paid by the *applicant*.

{Note: An *access offer* might not be made to an *applicant* under 24.6(c) because there is no more *spare capacity* after making *access offers* to *applicants* with earlier *priority dates*.}

24.6A Minimum and Maximum Levels of Acceptance

An *access offer* to *applicants* within a *competing applications group* will specify:

- (a) if applicable, the minimum number of *applicants* that must accept the *access offers* made to that *competing applications group* (whether expressed by reference to the number of accepting *applicants*, the amount of *capacity* they accept or both) for Western Power to proceed to undertake the *works* specified in the *access offers* at the cost and on the other terms set out in those *access offers*;
- (b) if applicable, the maximum number of *applicants* that may accept the *access offers* made to that *competing applications group* (whether expressed by reference to the number of accepting *applicants*, the amount of *capacity* they accept or both) for Western Power to proceed to undertake the *works* specified in the *access offers* at the cost and on the other terms set out in those *access offers*.

24.6B Failure to Achieve Minimum Levels

Where the minimum levels of acceptance set out in clause 24.6A are not met then any acceptance of an *access offer* will be of no effect but Western Power will seek to revise the *access offers* so as to meet the requirements of those *applicants* who did accept *access offers* and issue new *access offers*, provided that there is no obligation on Western Power to revise *access offers* where no *applicants* accepted *access offers* (without prejudice to the entitlement of such *applicants* to opt for an *applicant-specific solution* or make new *applications*).

24.6C Exceeding Maximum Levels

- (a) Where the maximum levels of acceptance set out in clause 24.6A are exceeded then priority will, subject to clause 24A.4, be given to *applicants* with an earlier *priority date* in determining which *access offers* will be of effect and which of no effect. Subject to paragraph (b) below, where an *applicant's* acceptance is not effective that *applicant* ("**reallocated applicant**") will be allocated to a new *competing applications group*.
- (b) In respect of the *reallocated applicant* with the highest queue priority of the *reallocated applicants*, Western Power will, where it is possible to meet the requirements of that *applicant* in part (for example supply part of the *capacity* requested by them), make a further *access offer* to them to supply those partial requirements which that *reallocated applicant* may accept or reject. Where the *reallocated applicant* rejects the *access offer* then they will be allocated to a new *competing applications group*. If the *reallocated applicant* rejects the *access offer* then Western Power will, if practicable to do so having regard to the timeframes for undertaking of *works* set out in those *access offers* which have been effectively accepted, make a further *access offer* to the next *reallocated applicant* with the highest queue priority and the process in this paragraph (b) will continue until Western Power determines it is not practicable to make any further *access offers*.

24.7 Changing Composition of Competing Applications Group

- (a) Western Power may change the composition of a *competing applications group*:
 - (i) to remove, at any time, *applicants* within the *competing applications group* whose *applications* have been withdrawn or been deemed to be withdrawn or *applicants* whose *applications* are to be treated, under a clause of this applications and queuing policy, as having been made for an *applicant-specific solution* (for example under clause 24.3(b), 24.5(a)(ii)(A) or clause 24.1(c));
 - (ii) to add additional *applications* to a *competing applications group*, but where Western Power has already issued a notice of intention to prepare a *preliminary access offer* under clause 24.2 to *applicants* within a *competing applications group*, then Western Power will only add additional *applications* to that *competing applications group* where the additional *applications* can be added without delaying preparation of the *preliminary access offer* to the existing *applicants*.
- (b) Despite clause 24.7(a) Western Power may change the composition of a *competing applications group* at any time following changes regarding the nature or location of those factors which resulted in *applications* being classified as *competing* following other *network* developments, changes in *generation* or changes in loads in which case Western Power may recommence the processes under this clause 24.

24.7A Termination of a *Competing Applications Group*

- (a) Western Power may terminate a *competing applications group* by written notice to the *applicants* within that *competing applications group* where:
 - (i) Western Power considers, in accordance with this applications and queuing policy, that it will not issue notices of intention to prepare *preliminary access offers* or *preliminary access offers* or *access offers*, as applicable, in respect of a single set of *works* for *shared assets* to any of the *applicants* within the *competing applications group*; ~~or~~
 - (ii) Western Power considers that a single set of *works* for *shared assets* is no longer viable; or
 - (iii) only one *applicant* is remaining in a *competing applications group* [(due to the other *applications* having been withdrawn or deemed to have been withdrawn or otherwise)] and Western Power agrees with the *applicant* that it will withdraw from the *competing applications group*.
- (b) To avoid doubt, where Western Power terminates a *competing applications group* under clause 24.7A, the *applications* previously within that *competing applications group* and their *priority date* shall not be affected and may be considered for inclusion in other *competing applications groups*.

24.8 Spare Capacity

- (a) In determining whether there is *spare capacity* to provide *covered services* requested in a *connection application* or group of *applications*, Western Power must assume that any existing *access contract* will be renewed in accordance with the terms of that *access contract*.
- (b) If, at any time, *spare capacity* to provide *covered services* becomes available without the need for any *works* for *shared assets* and there are *applicants* who are *competing* for such *spare capacity*, Western Power may allocate that *spare capacity* to *applicants* on the basis of *priority date* until no *spare capacity* remains without forming a *competing applications group*. To avoid doubt, the *spare capacity* may be offered to an *applicant* who is part of a *competing applications group* and an *applicant* who is not part of a *competing applications group*.

24.9 Types of Information

Western Power must make known to any *applicant* that has lodged an *application* with Western Power, or to any existing *user* with an *access contract* with conditions precedent which have not yet been satisfied or waived:

- (a) whether there are *competing connection applications*; and
- (b) a description of the circumstances which caused the *connection applications* to be *competing connection applications* (including in the case of *connection applications* for *exit services* or *exit service components* information in reasonable detail regarding the aggregated *capacity* requirements of those *competing connection applications*); and
- (c) an estimate of the likely time until the making of an *access offer*; and
- (d) where the *application* is a *competing connection application*, in respect of each *connection application* which is *competing* with that *connection application*:
 - (i) in the case of *connection applications* for *exit services* or *exit service components*, the *capacity* requirements of the *competing connection application*; and

- (ii) the geographic location at which the *competing connection application* seeks the *capacity*; and
- (iii) reasonable details regarding any *augmentation* required by the *competing connection application*;
- (iv) any zone substation relevant to providing the *covered service* sought in the *application*;
- (v) where the *applicant* is a *generator*, the fuel type involved; and
- (vi) the *priority date*,

in an anonymised format without details of the *applicant's* name or physical address of any *connection point* relevant to the *application*. Western Power must not provide *confidential information* in an anonymised format under this clause 24.9(d) if Western Power determines, acting as a *reasonable and prudent person*, that it is possible from the anonymised information to determine the identity of the associated *competing applicant*.

24.10 When Western Power Must Update Information

Western Power must provide the information in clause 24.9:

- (a) when issuing notices of intention to prepare *preliminary access offers* under clause 24.2, *preliminary access offers* under clause 24.4 and *access offers* under clause 24.6;
- (b) at any time after a reasonable request by the *applicant*, or by any existing *user* with an *access contract* with conditions precedent which have not yet been satisfied or waived, for updated information; and
- (c) as soon as practicable after a material change in the information previously notified under this clause 24.10, including when information of the kind referred to in clause 24.9(d) is no longer required to be provided in an anonymised format.

24.11 Concurrent Consideration

Nothing in clause 24 prevents Western Power from processing more than one *connection application* concurrently.

24.12 When Clause 24 Does Not Apply

The provisions in clause 24 do not apply to a *transition application*.

24A. Priority Dates of Applications in Particular Circumstances

24A.1 Withdrawn Connection Applications

An *application* which is withdrawn, or deemed by this applications and queuing policy to have been withdrawn, loses its *priority date*, even if it is subsequently amended or resubmitted.

24A.2 Amended Connection Applications

- (a) Subject to clause 24A.2(b), an amended *connection application* has the same *priority date* as the original *connection application*.

- (b) Subject to clause 24A.2(c), if an amended *connection application* is materially different from the original *connection application*, and if the difference is such that an *applicant* whose *competing application* has a *priority date* subsequent to the original *connection application* is materially prejudiced in terms of the likelihood, timing, cost and terms of it obtaining access (compared with that later *applicant's* position with respect to the original *connection application*), then:
 - (i) if it is possible to construe the amended *connection application* as a combination of the original *connection application* and a notional supplementary *connection application* (whether for further *capacity* or otherwise), the original *connection application* retains its *priority date* and the notional supplementary *connection application* has a *priority date* according to the time of amendment and will be treated for the purposes of this applications and queuing policy as a separate *application* with that *priority date*; but
 - (ii) otherwise — the amended *connection application* has a *priority date* according to the time of amendment.
- (c) For the purposes of clause 24A.2(b), without limiting the ways in which an amended *connection application* may be materially different from the original *connection application*, an amended *connection application* is not materially different from the original *connection application* if the *capacity* sought in the amended *connection application* is less, or less than 5% more than, the *capacity* sought in the original *connection application*.
- (d) Where an *applicant* has provided a response under clause 24.3 agreeing to have its *application* considered within a *competing applications group* following receipt of a notice of intention to prepare a *preliminary access offer* under clause 24.2 and where that *applicant* subsequently amends its *connection application* then Western Power may if it considers it appropriate (having regard to all relevant factors including the impact of the amendment on other members of the *competing applications group* and on Western Power) make or amend a *preliminary access offer* based on the amended *application*.
- (e) Where Western Power does not agree to make or amend the *preliminary access offer* based on the amended *application* then in making *preliminary access offers* Western Power will treat the relevant *application* on the basis that it has not been amended.

24A.3 Network Control Services

Western Power may make an *access offer* as a result of a procurement process for *Network Control Services* without regard to whether there are any *competing connection applications*.

24A.4 Supplier of Last Resort and Default Supplier Arrangements

Notwithstanding anything in clause 24A or in this applications and queuing policy, priority must be given to *applications*:

- (a) to the extent necessary to allow a supplier of last resort (as defined in section 67 of the Act) to comply with its obligations under Part 5 of the Act; or
- (b) to the extent necessary to allow a default supplier (as defined in section 59 of the Act) to comply with its obligations under section 59 of the Act.

25. Additional Terms of the Preliminary Access Offer or Access Offer

25.1 Terms Under Contributions Policy

Western Power must include as terms of the preliminary *access offer* or *access offer*:

- (a) the amount of any *contribution* and other payments, such as rebates, determined under the *contributions policy*; and
- (b) any terms related to the provision of the *contribution* that the *applicant* has selected under the *contributions policy*.

25.2 Exemptions from Technical Rules

The terms related to any exemption to the *technical rules* determined under Chapter 1 of the *technical rules* must be included in the *preliminary access offer* or *access offer*.

26. Making the Access Offer

- (a) Subject to clause 26(b) Western Power must, acting as a *reasonable and prudent person*, give an *access offer* to the *applicant* as soon as practicable after the *complete connection application* is lodged, having regard to the nature of the *connection application*, consideration of *competing applications* and the need (where applicable) for *works involving shared assets* in order for Western Power to be able to provide access in accordance with the *technical rules*.
- (b) In the case of a *connection application* which relates to a *transmission connected generating system* Western Power has no obligation to make an *access offer* until the *Registered Generator Performance Standards* for that *transmission connected generating system* have been determined in accordance with the *WEM Rules*.

Part D – Transfer and Relocation Policy

27. Novation of entire contract

- (a) Western Power will not unreasonably withhold or delay its consent to the counterparty to an *access contract* novating all of its rights and obligations under that *access contract* or give that consent on unreasonable conditions.
- (b) Without limiting the considerations Western Power may have regard to in determining whether to give consent such considerations include the financial and technical capacity of the person who is proposed to assume the obligations under the *access contract*.

28. Novation of part of contract

- (a) Subject to clause 28(c), Western Power will not unreasonably withhold or delay its consent to the counterparty to an *access contract* novating part of its rights and obligations under that *access contract* or give that consent on unreasonable conditions.
- (b) Without limiting the considerations Western Power may have regard to in determining whether to give consent such considerations include the financial and technical capacity of the person who is proposed to assume the obligations under the *access contract*.
- (c) Western Power is not required to consent to part of a novation of an *access contract* unless reasonably satisfied:
 - (i) the rights and obligations to be novated constitute a severable part of the *access contract*;
 - (ii) all obligations relevant to the rights to be novated are also being novated;
 - (iii) the ongoing operation of the remaining *access contract* and the ongoing operation of the novated provisions will not adversely affect the integrity of the *network*;
 - (iv) the remaining *access contract* is capable of operating in a meaningful and coherent manner;
 - (v) the novated provisions will operate in a meaningful and coherent manner;
 - (vi) Western Power will not suffer a reduction in revenue as a result of the novation.

SCHEDULE 1 FORM OF GUARANTEE

DATE []

PARTIES

1. [### ACN ### a company registered in ### of ###] (“**Guarantor**”); and
2. **Electricity Networks Corporation ABN 18 540 492 861**, a statutory body corporate established by paragraph 4(1)(b) of the *Electricity Corporations Act 2005 (WA)* of 363 Wellington Street, Perth Western Australia (“**Western Power**”).

RECITALS

- A. Western Power may in its discretion provide Services to [###] (“**the User**”) under an Access Contract at the request of each of the User and the Guarantor.
- B. The Guarantor wishes to execute this Guarantee to secure payment of all amounts payable under the Access Contract to Western Power.

OPERATIVE PROVISIONS

(i) Guarantee

The Guarantor unconditionally and irrevocably Guarantees as a continuing security to Western Power payment by the User of all moneys and liabilities due and/or payable from or by the User to Western Power under or in connection with the contract dated [###] (“**Access Contract**”) created between the User and Western Power (“**Secured Moneys**”), including moneys and liabilities incurred or arising:

- (i) (**liability**): at any present or future time, whether actually or contingently;
- (ii) (**default**): as a result of any breach of or default under the Access Contract; and/or
- (iii) (**account**): by way of principal, interest, cost, charge, expense, disbursement, fee, tax, stamp or other duty, indemnity, damages or monetary judicial order.

(ii) Secured Moneys

(i) Demand payment

The Guarantor must pay to Western Power, upon demand by Western Power at any present or future time, the amount of the Secured Moneys due from and payable by the User to Western Power at that time under, and in the manner and currency specified in, the Access Contract.

(ii) Costs

The Guarantor must at any present or future time indemnify Western Power upon demand for any cost, charge, expense, disbursement, fee, tax or stamp or other duty incurred by Western Power at any time in connection with the Access Contract, this Guarantee or the Secured Moneys relating to:

- (A) (**security agreements**): preparation, negotiation, execution or performance, or any termination, amendment, consent, claim, demand or waiver;
- (B) (**security rights**): any exercise or enforcement of any right or power conferred on Western Power;

- (C) **(credit increases)**: any extension of further, additional or increased credit or financial accommodation by Western Power, or agreement by Western Power to increase the amount secured; and/or
- (D) **(payments)**: the receipt or payment of any moneys, including moneys paid by Western Power by way of reimbursement to any third party.

(iii) Set-Off exclusion

The Guarantor must make any payment required under this Guarantee without set-off or other deduction, except for the deduction or withholding of any tax compelled by law.

(iii) Indemnity

The Guarantor must as a separate and additional liability of the Guarantor as a principal debtor, and not as a surety, indemnify Western Power against, and pay to Western Power upon demand by Western Power an amount equal to, all Secured Moneys that are or may become invalid, unenforceable, illegal or irrecoverable for any reason or under any circumstances as a liability to Western Power by the Guarantor as a surety, despite any other provision of this Guarantee.

(iv) Guarantee protection

This Guarantee, and the liability of the Guarantor under this Guarantee, is not affected at any time by:

- (i) **(waiver)**: the granting to any person by Western Power of any waiver;
- (ii) **(agreements)**: any agreement, deed or document created with, or action or omission performed, representation made or non-disclosure of any fact or information by, Western Power or any person;
- (iii) **(Secured Moneys)**: any increase or variation in the amount of the Secured Moneys occurring for any reason;
- (iv) **(document amendment)**: any amendment to or transfer, release or termination of any agreement, deed or document or any right, power or liability of any person under any agreement, whether for or without consideration;
- (v) **(enforcement decisions)**: any exercise or enforcement, or any failure or invalidity in, the exercise or enforcement by Western Power of any right or power conferred on Western Power under any agreement, deed or document or by law;
- (vi) **(invalidity)**: any actual or potential invalidity, unenforceability, illegality or irrecoverableness of any agreement, deed or document or consent or any payment made or due to Western Power under any agreement for any reason;
- (vii) **(incapacity)**: any incapacity or absence of power or authorisation of, or other fact relating to, any person in connection with the execution of any agreement, deed or document or otherwise, including any change in the constitution or membership of any person; or
- (viii) **(residual)**: any other breach, default, waiver or fact which, except for this provision, might legally operate:
 - (A) to release or discharge or have any prejudicial effect on; or
 - (B) in any manner to release or discharge the Guarantor from performance of, or limit or provide a defence to any legal action to enforce,

this Guarantee, or any liability of the Guarantor under or in connection with this Guarantee.

(v) Termination

The Guarantor is not entitled to terminate or limit this Guarantee, or any liability of the Guarantor under this Guarantee, until the Secured Moneys have been paid in full.

(vi) Governing Law

This Guarantee is governed by and construed under the law of the State of Western Australia.

(vii) General

(i) Continuing Security

This Guarantee is a continuing security and is not wholly or partially discharged by the payment at any time of any Secured Moneys, settlement of account or other fact and applies to the balance of the Secured Moneys at any time until a final termination of this Guarantee by Western Power.

(ii) Further Assurance

The Guarantor must upon request by Western Power at any time execute any document and perform any action necessary to give full effect to this Guarantee, whether prior or subsequent to performance of this Guarantee.

(iii) Waivers

Any failure or delay by Western Power to exercise any right or power under this Guarantee does not operate as a waiver and the single or partial exercise of any right or power by Western Power does not preclude any other or further exercise of that or any other right or power by Western Power.