

COMPARATIVE TABLE - STANDARD ACCESS CONTRACT

Note: This table identifies the differences between the Model Standard Access Contract in Appendix 3 of the Code (**Model**) and the Electricity Transfer Access Contract (**ETAC**) and Connection Access Contract (**CAC**) in the Access Arrangement (collectively **Access Contracts**). Western Power has prepared “Reasons for Modifying the Model Access Contract” which are contained in Appendix 10 of its Access Arrangement (**WP reasons**). Where a difference between the Model and the Policy is explained in the Reasons, a reference to the relevant section of the Reasons has been made in the table below.

CODE	ETAC/CAC	ISSUES
Section	Clause	
		Background
(a)	ETAC	Refer to WP reasons 2.1. ETAC Recital includes reference to Covered Services and Contracted Points which is different to Model Recital (a)
	CAC	CAC refers to to User rather than UserCo. Refer to WP reasons 2.1. CAC Recital includes reference to Covered Services and Contracted Points which is different to Model Recital (a)
(b)	ETAC	ETAC refers to Western Power rather than service provider and User rather than UserCo. Refer to WP reasons 2.1. ETAC Recital includes reference to Access offer and Applications and Queuing Policy which is different to Model Recital (b).
	CAC	CAC refers to Western Power rather than service provider and User rather than UserCo. Refer to WP reasons 2.1. CAC Recital includes reference to Access offer and Applications and Queuing Policy which is different to Model Recital (b).
(c)	ETAC	ETAC refers to User. Refer to WP reasons 2.1. Recital includes reference to the signing of the Access Offer which becomes the Access Contract which is different to Model Recital (c).
	CAC	CAC refers to User. Refer to WP reasons 2.1. Recital includes reference to the signing of the Access Offer which becomes the Access Contract which is different to Model Recital (c).
(d)	ETAC	No provision for inclusion of an indemnifier.
	CAC	Different to words provided for the inclusion of an indemnifier in footnote 22 in Appendix 3. CAC provision appears unrelated to indemnifier context. CAC provision not provided for under Model Access Contract.

CODE	ETAC/CAC	ISSUES
Section	Clause	
		Part 1 Appendix 3 – Interpretation
A3.2		Definitions and Interpretation
A3.2	ETAC 1.1	“In this contract the following terms have the following meanings, unless the contrary intention is apparent” ETAC does not provide for meaning to adjust to context, unlike Model provision in preamble to A3.2.
	CAC 1.1	In this contract the following terms have the following meanings, unless the contrary intention is apparent” CAC do not provide for meaning to adjust to context, unlike Model provision in preamble to A3.2.
A3.2	ETAC 1.1	“ access arrangement ” ETAC definition is confined to ‘current’ access arrangement, unlike Model definition.
	CAC 1.1	“ access arrangement ” CAC definition is confined to ‘current’ access arrangement, unlike Model definition. CAC does not contain express link to Code definitions
A3.2	ETAC 1.1	“ Access Contract ” Term not defined in Model. Instead term is a Code definition. ETAC does not contain express link to Code definitions
	CAC 1.1	“ Access Contract ” Term not defined in Model. Instead term is a Code definition. CAC does not contain express link to Code definitions
A3.2	ETAC 1.1	“ Access Offer ” Term is not defined in Model.
	CAC 1.1	“ Access Offer ” Term is not defined in Model.
A3.2	ETAC 1.1	“ access rights ” No difference except for reference to User instead of Userco. See WP reasons 2.1
	CAC 1.1	“ access rights ” No difference except for reference to User instead of Userco . See WP reasons 2.1
A3.2	ETAC 1.1	“ accounting period ” Variable inserted for approval by Authority- see footnote 23

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 1.1	“accounting period” Variable inserted for approval by Authority - see footnote 23
A3.2	ETAC 1.1	“Act” No difference
	CAC 1.1	“Act” No difference
A3.2	ETAC 1.1	“affected obligation” No difference
	CAC 1.1	“affected obligation” No difference
A3.2	ETAC 1.1	“affected person” No difference
	CAC 1.1	“affected person” No difference
A3.2	ETAC 1.1	“affected service” No difference
	CAC	“affected service” No definition
A3.2	ETAC 1.1	“affected service period” No difference
	CAC	“affected service period” No definition
A3.2	ETAC 1.1	“Alternative Option” Term is not defined in Model.
	CAC 1.1	“Alternative Option” Term is not defined in Model
A3.2	ETAC 1.1	“Application” Term is not defined in Model.
	CAC 1.1	“Application” Term is not defined in Model
A3.2	ETAC	“applications and queuing policy” No difference except ETAC

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	contains no express link to Code definitions
	CAC 1.1	“applications and queuing policy” No difference except CAC contains no express link to Code definitions
A3.2	ETAC 1.1	“Assign” Term is not defined in Model . Refer to WP reasons 2.1
	CAC 1.1	“Assign” Term is not defined in Model . Refer to WP reasons 2.1
A3.2	ETAC 1.1	“augmentation” No difference
	CAC 1.1	“augmentation” No difference
A3.2	ETAC 1.1	“authorised officer” No difference but reference to paragraph (a) appears to be an error – there is no paragraph (a).
	CAC 1.1	“authorised officer” No difference but reference to paragraph (a) appears to be an error – there is no paragraph (a).
A3.2	ETAC 1.1	“Authority” No difference
	CAC 1.1	“Authority” No difference
A3.2	ETAC 1.1	“bare transfer” No difference but for reference to assignment (cf transfer) and User (cf UserCo) . Refer to WP reasons 2.1
	CAC 1.1	“bare transfer” No difference but for reference to assignment (cf transfer) and User (cf UserCo). Refer to WP reasons 2.1
A3.2	ETAC 1.1	“business day” No difference
	CAC 1.1	“business day” No difference
A3.2	ETAC 1.1	“Business Indicator Rate” Term is not defined in Model

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC	“Business Indicator Rate” No definition
A3.2	ETAC 1.1	“capacity” ETAC refers to Contracted Point rather than connection point. Refer to WP reasons 2.1. ETAC definition is expanded to refer to the maximum rate electricity can be transferred in accordance with the Good Electricity Industry Practice. Model definition is more generic.
	CAC 1.1	“capacity” CAC refers to Contracted Point rather than connection point. Refer to WP reasons 2.1. CAC definition is expanded to refer to the maximum rate electricity can be transferred in accordance with the Good Electricity Industry Practice. Model definition is more generic.
A3.2	ETAC	“capacity contract” Term is not defined.
	CAC	“capacity contract” Term is not defined.
A3.2	ETAC	“capacity increase notice” Term is not defined.
	CAC	“capacity increase notice” Term is not defined.
A3.2	ETAC	“capital contribution” Term is not defined.
	CAC	“capital contribution” Term is not defined.
A3.2	ETAC 1.1	“capital contributions policy” No express link to Code definitions included. ETAC definition appears to relate specifically to capital contributions by users in respect of augmentations. Model definition is not limited to augmentations.
	CAC 1.1	“capital contributions policy” No express link to Code definitions included. CAC definition appears to relate specifically to capital contributions by users in respect of augmentations. Model definition is not limited to augmentations.
A3.2	ETAC 1.1	“CEO meeting” No difference
	CAC 1.1	“CEO meeting” No difference
A3.2	ETAC 1.1	“charge” No difference except for reference to User (cf UserCo) and Western Power (cf service provider). Refer to WP reasons 2.1
	CAC	“charge” No definition

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.2	ETAC 1.1	“ claim ” No difference
	CAC 1.1	“ claim ” No difference
	ETAC 1.1	“ CMD ” or “ Contract Maximum Demand ” No difference to Model definition for “contract maximum demand” except for reference to Contracted Point (cf Connection point), User (cf UserCo). Refer to WP reasons note 2.1
	CAC	“ CMD ” or “ Contract Maximum Demand ” Term not defined.
A3.2	ETAC 1.1	“ Code ” No difference.
	CAC 1.1	“ Code ” No difference.
A3.2	ETAC 1.1	“ Code objective ” No difference.
	CAC 1.1	“ Code objective ” No difference.
A3.2	ETAC 1.1	“ commencement date ” ETAC definition provides for contract commencing on either of two dates unlike Model definition.
	CAC 1.1	“ commencement date ” CAC definition provides for contract commencing on either of two dates unlike Model definition
A3.2	ETAC	“ common service ” Term not defined.
	CAC	“ common service ” Term not defined.
A3.2	ETAC 1.1	“ communication ” No difference
	CAC 1.1	“ communication ” No difference
A3.2	ETAC 1.1	“ Condition Precedent ” Term not defined in Model.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 1.1	“Condition Precedent” Term not defined in Model
A3.2	ETAC 1.1	“confidential information” No difference
	CAC 1.1	“confidential information” No difference
A3.2	ETAC 1.1	“connect” No difference but ETAC has no express link to Code definitions.
	CAC 1.1	“connect” No difference but CAC has no link to Code definitions included.
A3.2	ETAC 1.1	“connection assets” No difference but ETAC has no link to Code definitions included.
	CAC 1.1	“connection assets” No difference but CAC has no link to Code definitions included.
A3.2	ETAC 1.1	“Connection Contract” Term not defined in Model.
	CAC 1.1	“Connection Contract” Term not defined in Model.
A3.2	ETAC	“connection point” Difference in language. ETAC refers to Contracted Point. Refer to WP reasons 2.1
	CAC	“connection point” Difference in language. CAC refers to Contracted Point. Refer to WP reasons 2.1
A3.2	ETAC 1.1	“connection service” No difference but ETAC has no link to Code definitions included.
	CAC	“connection service” No difference but CAC has no link to Code definition included.
A3.2	ETAC	“contestable” Term not defined.
	CAC	“contestable” Term not defined.
A3.2	ETAC	“Consumer” No difference but ETAC has no link to Code definition

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	included.
	CAC 1.1	“Consumer” No difference but CAC has no link to Code definition included.
A3.2	ETAC 1.1	“Contract” Term not defined in Model.
	CAC 1.1	“Contract” Term not defined in Model.
A3.2	ETAC 1.1	“contracted point” ETAC definition more specific than Model definition.
	CAC 1.1	“contracted point” CAC definition more specific than Model definition.
A3.2	ETAC 1.1	“contract maximum demand” or “CMD” See “CMD” definition in ETAC above.
	CAC	“contract maximum demand” or “CMD” Term not defined.
A3.2	ETAC 1.1	“contracted capacity” No difference except for reference to Contracted Point (cf connection point).
	CAC 1.1	“contracted capacity” No difference except for reference to Contracted Point (cf connection point).
	ETAC 1.1	“Contribution” Term not defined in Model.
	CAC 1.1	“Contribution” Term not defined in Model.
	ETAC 1.1	“Controller” Term not defined in Model.
	CAC 1.1	“Controller” Term not defined in Model.
A3.2	ETAC 1.1	“Corporations Act” No difference
	CAC	“Corporations Act” No difference

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	
A3.2	ETAC 1.1	“covered service” ETAC definition refers to the transportation of electricity but does not include the specific matters provided for in the Model definition.
	CAC 1.1	“covered service” CAC definition refers to the transportation of electricity but does not include the specific matters provided for in the Model definition.
A3.2	ETAC 1.1	“CPI” No difference except for reference to Western Power (cf service provider). Refer to WP reasons 2.1
	CAC	“CPI” Term not defined.
	ETAC 1.1	“CPI- Adjusted” Term not defined in Model
	CAC	“CPI- Adjusted” Term not defined.
A3.2	ETAC 1.1	“curtailment” No difference.
	CAC	“curtailment” No difference.
A3.2	ETAC 1.1	“customer transfer code” ETAC definition expressly includes subordinate rules and regulations, unlike Model definition. Policy definition is specific whereas Model definition is generic.
	CAC 1.1	“customer transfer code” CAC definition expressly includes subordinate rules and regulations, unlike Model definition. Policy definition is specific whereas Model definition is generic.
	ETAC 1.1	“Date of Practical Completion” Term not defined in Model.
	CAC	“Date of Practical Completion” Term not defined.
A3.2	ETAC 1.1	“default” Clause 26.1 is in identical terms to Model A3.85. No difference.
	CAC 1.1	“default” Clause 20.1 is in identical terms to Model A3.85. No difference.
A3.2	ETAC	“designated controller” Term not defined.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC	“ designated controller ” Term not defined.
A3.2	ETAC	“ designated point ” Term not defined.
	CAC	“ designated point ” Term not defined.
A3.2	ETAC	“ destination point ” Term not defined.
	CAC	“ destination point ” Term not defined.
A3.2	ETAC 1.1	“ direct damage ” No difference.
	CAC 1.1	“ direct damage ” No difference.
A3.2	ETAC 1.1	“ disconnect ” No difference except for reference to Contracted Point (cf connection point). Refer to WP reasons 2.1.
	CAC 1.1	“ disconnect ” No difference except for reference to Contracted Point (cf connection point). Refer to WP reasons 2.1.
A3.2	ETAC	“ discounted rate ” Variable to be completed at option of Western Power. Term not defined.
	CAC	“ discounted rate ” Variable to be completed at option of Western Power. Term not defined.
A3.2	ETAC 1.1	“ dispute ” No difference.
	CAC 1.1	“ dispute ” No difference.
A3.2	ETAC 1.1	“ DSOC ” or “ declared sent out capacity ” No difference except for reference to Contracted Point (cf connection point), User (cf UserCo) . Refer to WP reasons 2.1.
	CAC	“ DSOC ” or “ declared sent out capacity ” Term not defined.
A3.2	ETAC 1.1	“ due date ” Variable to be inserted by Western Power. Otherwise no difference to Model definition.
	CAC	“ due date ” Term not defined.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.2	ETAC	“efficiently minimising costs” Term not defined.
	CAC	“efficiently minimising costs” Term not defined.
	ETAC 1.1	“Electricity Transfer Contract” Term not defined in Model.
	CAC 1.1	“Electricity Transfer Contract” Term not defined in Model.
A3.2	ETAC	“Electricity Distribution Regulations” Term not defined.
	CAC	“Electricity Distribution Regulations” Term not defined.
A3.2	ETAC	“Electricity Transmission Regulations” Term not defined.
	CAC	“Electricity Transmission Regulations” Term not defined.
A3.2	ETAC 1.1	“emergency” No difference.
	CAC 1.1	“emergency” No difference.
A3.2	ETAC 1.1	“end date” No difference except for reference to Contracted Point (cf connection point). Refer to WP reasons 2.1.
	CAC	“end date” Term not defined.
A3.2	ETAC 1.1	“entry point” ETAC definition relates to any point on the Network unlike Model definition which relates to a covered network.
	CAC	“entry point” CAC definition relates to any point on the Network unlike Model definition which relates to a covered network.
A3.2	ETAC 1.1	“entry service” ETAC definition refers to Western Power (cf service provider) and User (cf UserCo). Refer to WP reasons 2.1 ETAC definition also refers to Contracted Point (cf entry point).
	CAC 1.1	“entry service” CAC definition refers to Western Power (cf service provider) and User (cf UserCo). Refer to WP reasons 2.1 CAC definition also refers to Contracted Point (cf entry point).
A3.2	ETAC	“excluded service” ETAC definition is more generic compared to the Model definition as it relates to any service provided by Western Power.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	Model definition relates to service for the transportation of electricity.
	CAC 1.1	“ excluded service ” CAC definition is more generic compared to the Model definition as it relates to any service provided by Western Power. Model definition relates to service for the transportation of electricity.
A3.2	ETAC 1.1	“ exit point ” ETAC definition refers to Western Power (cf service provider) and User (cf UserCo). Refer to WP reasons 2.1.
	CAC 1.1	“ exit point ” CAC definition refers to Western Power (cf service provider) and User (cf UserCo). Refer to WP reasons 2.1.
A3.2	ETAC 1.1	“ exit service ” ETAC definition refers to Western Power (cf service provider) and User (cf UserCo). Refer to WP reasons 2.1 ETAC definition also refers to Contracted Point (cf exit point).
	CAC 1.1	“ exit service ” CAC definition refers to Western Power (cf service provider) and User (cf UserCo). Refer to WP reasons 2.1 CAC definition also refers to Contracted Point (cf exit point).
	ETAC 1.1	“ Extension Period ” Term not defined in Model.
	CAC 1.1	“ Extension Period ” Term not defined in Model.
A3.2	ETAC 1.1	“ facilities and equipment ” ETAC refers to Code definition but does not contain express link to Code definitions.
	CAC 1.1	“ facilities and equipment ” CAC refers to Code definition but does not contain express link to Code definitions.
A3.2	ETAC	“ financial provision ” Term not defined.
	CAC	“ financial provision ” Term not defined.
A3.2	ETAC 1.1	“ force majeure ” ETAC definition provides for “terrorism” in subparagraph (b) of definition unlike Model definition. No other difference. Refer to WP reasons 2.14.
	CAC 1.1	“ force majeure ” CAC definition provides for “terrorism” in subparagraph (b) of definition unlike Model definition. No other difference. Refer to WP reasons 2.14.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.2	ETAC 1.1	“ force majeure event ” No difference.
	CAC 1.1	“ force majeure event ” No difference.
	ETAC 1.1	“ FM Period ” Term not defined in Model. Refer to WP reasons 2.14
	CAC 1.1	“ FM Period ” Term not defined in Model. Refer to WP reasons 2.14
A3.2	ETAC	“ generate ” Term not defined.
	CAC	“ generate ” Term not defined.
A3.2	ETAC	“ generating plant ” Term not defined.
	CAC	“ generating plant ” Term not defined.
	ETAC 1.1	“ Generator ” ETAC refers to Code definition but does not contain express link to Code definitions.
	CAC 1.1	“ Generator ” CAC refers to Code definition but does not contain express link to Code definitions.
A3.2	ETAC 1.1	“ good electricity industry practice ” ETAC refers to Code definition but does not contain express link to Code definitions.
	CAC 1.1	“ good electricity industry practice ” CAC refers to Code definition but does not contain express link to Code definitions.
A3.2	ETAC 1.1	“ GST ” No difference.
	CAC	“ GST ” Term not defined.
A3.2	ETAC 1.1	“ GST Act ” No difference.
	CAC	“ GST Act ” Term not defined.
A3.2	ETAC 1.1	“ guest party ” ETAC 14.1 is in similar terms to A3.92 except that ETAC clause provides for entry by guest party to host party’s premises. Model definition does not expressly state that rights of entry relate to the hosts

CODE	ETAC/CAC	ISSUES
Section	Clause	
		party's premises. This is implicit. Except to this extent, ETAC definition is no different to Model definition.
	CAC 1.1	"guest party" CAC8.1 is in similar terms to A3.92 except that ETAC clause provides for entry by guest party to host party's premises. Model definition does not expressly state that rights of entry relate to the host party's premises. This is implicit. Except to this extent, CAC definition is not different to Model definition.
A3.2	ETAC 1.1	"host party" See above comments. Otherwise ETAC definition is not different to Model definition.
	CAC 1.1	"host party" See above comments. Otherwise ETAC definition is not different to Model definition.
A3.2	ETAC 1.1	"indemnified party" ETAC 18.6 is not different to A3.75. No difference.
	CAC 1.1	"indemnified party" CAC 12.6 is not different to A3.75. No difference.
A3.2	ETAC 1.1	"indemnifying party" ETAC 18.6 is not different to A3.75. No difference.
	CAC 1.1	"indemnifying party" CAC 12.6 is not different to A3.75. No difference.
A3.2	ETAC 1.1	"indirect damage" ETAC definition extends definition to any more of more of the specified matters. Model definition confined to any of the specified matters. Except to this extent, no difference.
	CAC 1.1	"indirect damage" CAC definition extends definition to any more of more of the specified matters. Model definition confined to any of the specified matters. Except to this extent, no difference.
A3.2	ETAC 1.1	"information provider" No difference.
	CAC 1.1	"information provider" No difference.
A3.2	ETAC	"information recipient" No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	
	CAC 1.1	“ information recipient ” No difference.
A3.2	ETAC 1.1	“ insolvency event ” No difference.
	CAC 1.1	“ insolvency event ” No difference.
A3.2	ETAC	“ integrated provider ” Term not defined.
	CAC	“ integrated provider ” Term not defined.
A3.2	ETAC	“ interconnected system ” No difference.
	CAC	“ interconnected system ” No difference.
	ETAC 1.1	“ Interconnection Works Agreement ” Term not defined in Model.
	CAC 1.1	“ Interconnection Works Agreement ” Term not defined in Model.
	ETAC 1.1	“ Latest Termination Date ” Term not defined in Model.
	CAC 1.1	“ Latest Termination Date ” Term not defined in Model.
A3.2	ETAC 1.1	“ law ” No difference however ETAC does not contain express link to Code definitions.
	CAC 1.1	“ law ” No difference however CAC does not contain express link to Code definitions.
A3.2	ETAC 1.1	“ load ” ETAC refers to Code definition but does not contain express link to Code definitions.
	CAC 1.1	“ load ” CAC refers to Code definition but does not contain express link to Code definitions.
A3.2	ETAC	“ maintain ” No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	
	CAC 1.1	“ maintain ” No difference.
A3.2	ETAC 1.1	“ market rules ” ETAC definition includes subordinate documents developed under Market Rules unlike Model definition.
	CAC 1.1	“ market rules ” CAC definition includes subordinate documents developed under Market Rules unlike Model definition.
	ETAC 1.1	“ Metering Code ” Term not defined in Model.
	CAC 1.1	“ Metering Code ” Term not defined in Model.
	ETAC 1.1	“ Metering Code Participant ” Term not defined in Model.
	CAC	“ Metering Code Participant ” Term not defined.
A3.2	ETAC 1.1	“ metering equipment ” ETAC definition refers to Contracted Point (cf connection point) and extends the definition of equipment to include equipment which measures the rate of transfer and the quantity and quality of the electricity. Unlike the Model definition.
	CAC 1.1	“ metering equipment ” CAC definition refers to Contracted Point (cf connection point) and extends the definition of equipment to include equipment which measures the rate of transfer and the quantity and quality of the electricity. Unlike the Model definition.
A3.2	ETAC 1.1	“ network ” ETAC definition refers specifically to the parts of the SWIS owned and operated by the Western Power Network Business unlike reference to the network owned by the service provider (ie. Western Power) in the Model definition. Query are these the same networks?
	CAC 1.1	“ network ” CAC definition refers specifically to the parts of the SWIS owned and operated by the Western Power Network Business unlike reference to the network owned by the service provider (ie. Western Power) in the Model definition. Query are these the same networks?
A3.2	ETAC 1.1	“ network assets ” No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 1.1	“ network assets ” No difference.
A3.2	ETAC 1.1	“ network business ” ETAC definition is different to the Model definition as it refers expressly to the division of the Western Power business known as “Networks SBU”.
	CAC 1.1	“ network business ” CAC definition is different to the Model definition as it refers expressly to the division of the Western Power business known as “Networks SBU”.
	ETAC 1.1	“ NMI ” or “ National Market Identifier ” Term not defined in Model.
	CAC 1.1	“ NMI ” or “ National Market Identifier ” Term not defined in Model.
A3.2	ETAC 1.1	“ other business ” ETAC definition is more specific than the Model definition as it refers expressly to the division of the Western Power business known as “Retail SBU”.
	CAC 1.1	“ other business ” CAC definition is more specific than the Model definition as it refers expressly to the division of the Western Power business known as “Retail SBU”.
A3.2	ETAC 1.1	“ party ” and “ parties ” ETAC definition refers to Western Power (cf service provider) and User (cf UserCo). Otherwise no difference.
	CAC 1.1	“ party ” and “ parties ” ETAC definition refers to Western Power (cf service provider) and User (cf UserCo). Otherwise no difference.
A3.2	ETAC 1.1	“ payment error ” No definition to Model definition but for reference to Tax Invoice (cf invoice).
	CAC	“ payment error ” Term not defined.
A3.2	ETAC 1.1	“ possession ” No difference.
	CAC 1.1	“ possession ” No difference.
A3.2	ETAC 1.1	“ prescribed rate ” ETAC definition is unlike Model definition as it refers to the Business Indicator Rate instead of discounted rate and specifies that the rate is subject to flux as it is a rate at any point in time.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC	“ prescribed rate ” Term not defined.
	ETAC 1.1	“ Price Application Policy ” Term not defined in Model.
	CAC	“ Price Application Policy ” Term not defined.
	ETAC 1.1	“ Price Control ” Term not defined in Model.
	CAC	“ Price Control ” Term not defined.
A3.2	ETAC 1.1	“ price list ” No difference.
	CAC	“ price list ” Term not defined.
A3.2	ETAC 1.1	“ reasonable and prudent person ” ETAC definition makes the requirement to act in accordance with the Good Electricity Industry Practice optional to apply only where applicable.
	CAC 1.1	“ reasonable and prudent person ” CAC definition makes the requirement to act in accordance with the Good Electricity Industry Practice optional to apply only where applicable.
A3.2	ETAC 1.1	“ receipt date ” ETAC 28.1 is Identical to A3.96. No difference.
	CAC 1.1	“ receipt date ” CAC 22.1 is Identical to A3.96. No difference.
	ETAC 1.1	“ Reference Service ” Term not defined in Model but is a Code definition.
	CAC 1.1	“ Reference Service ” Term not defined in Model but is a Code definition.
A3.2	ETAC 1.1	“ related body corporate ” Definition amended to refer solely to section 50 Corporations Act.
	CAC 1.1	“ related body corporate ” Definition amended to refer solely to section 50 Corporations Act.
A3.2	ETAC	“ relocation ” Term not defined. Refer to Transfer and Relocation Policy and WP reasons 5.2.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC	“relocation” Term not defined. Refer to Transfer and Relocation Policy and WP reasons 5.2.
A3.2	ETAC 1.1	“representatives meeting” ETAC28.1 is no different to A3.96. Therefore, no difference.
	CAC 1.1	“representatives meeting” CAC22.1 is no different to A3.96. Therefore, no difference.
A3.2	ETAC 1.1	“service” ETAC definition confines service to only a reference service to be provided in relation to a Contracted Point and does not contain the option where applicable to extend to include the transfer of electricity at a Contracted Point (cf connection point) unlike Model definition.
	CAC 1.1	“service” CAC definition confines service to only a reference service to be provided in relation to a Contracted Point and does not contain the option where applicable to extend to include the transfer of electricity at a Contracted Point (cf connection point) unlike Model definition.
A3.2	ETAC	“service provider’s default” Term not defined. Refer to WP reasons 2.1.
	CAC	“service provider’s default” Term not defined. Refer to WP reasons 2.1.
A3.2	ETAC	“service provider’s premises” Term not defined. Refer to WP reasons 2.1.
	CAC	“service provider’s premises” Term not defined. Refer to WP reasons 2.1.
A3.2	ETAC	“service provider’s works” Term not defined. Refer to WP reasons 2.1.
	CAC	“service provider’s works” Term not defined. Refer to WP reasons 2.1.
A3.2	ETAC	“service standards” Term not defined. Refer to WP reasons 2.3.
	CAC	“service standards” Term not defined. Refer to WP reasons 2.3.
A3.2	ETAC 1.1	“shared assets” ETAC refers to Code definition but no express link to Code definitions included.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 1.1	“ shared assets ” CAC refers to Code definition but no express link to Code definitions included.
A3.2	ETAC	“ standing charges ” Term not defined.
	CAC	“ standing charges ” Term not defined.
A3.2	ETAC 1.1	“ start date ” No difference except for reference to Contracted Point (cf connection point). Refer to WP reasons 2.1
	CAC	“ start date ” Term not defined.
A3.2	ETAC 1.1	“ supplementary matters ” ETAC definition refers to provisions incorporated under specific sections of Code. No express link to Code provisions included.
	CAC 1.1	“ supplementary matters ” CAC definition refers to provisions incorporated under specific sections of Code. No express link to Code provisions included.
A3.2	ETAC 1.1	“ system operator ” ETAC definition in sub-paragraph(c) refers to performance of tasks described in either <u>or both</u> sub-paragraphs (a) and (b) unlike Model definition which only requires performance of tasks in either paragraph referred to. Otherwise no difference.
	CAC 1.1	“ system operator ” CAC definition in sub-paragraph(c) refers to performance of tasks described in either <u>or both</u> sub-paragraphs (a) and (b) unlike Model definition which only requires performance of tasks in either paragraph referred to. Otherwise no difference.
A3.2	ETAC 1.1	“ tariff ” ETAC definition refers to tariffs specified in the Price List unlike Model definition which provides that tariffs be specified in Schedule 4. No Price List is included as a schedule to ETAC.
	CAC	“ tariff ” Term not defined.
A3.2	ETAC 1.1	“ tax invoice ” No difference.
	CAC	“ tax invoice ” Term not defined.
A3.2	ETAC	“ technical compliance contract ” Term not defined.
	CAC	“ technical compliance contract ” Term not defined.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.2	ETAC 1.1	“technical rules” No difference
	CAC 1.1	“technical rules” No difference.
A3.2	ETAC 1.1	“term” No difference except for reference to “from time to time” and and “on the date which is then” .
	CAC 1.1	“term” No difference except for reference to “from time to time” and and “on the date which is then” .
A3.2	ETAC 1.1	“termination date” ETAC definition is subject to the option to extend term provision contained in clause 2.2 which provides that the User must give no less than 6 months notice to Western Power of an election to extend the term of the contract. Model definition is not subject to the same limitation.
	CAC 1.1	“termination date” CAC definition is subject to the option to extend term provision contained in clause 2.2 which provides that the User must give no less than 6 months notice to Western Power of an election to extend the term of the contract. Model definition is not subject to the same limitation.
A3.2	ETAC 1.1	“third party recipient” No difference.
	CAC 1.1	“third party recipient” No difference.
A3.2	ETAC	“transfer” Term not defined.
	CAC	“transfer” Term not defined.
	ETAC 1.1	“Transfer and Relocation Policy” Term not defined in Model but is a Code definition.
	CAC 1.1	“Transfer and Relocation Policy” Term not defined in Model but is a Code definition.
A3.2	ETAC 1.1	“transport” No difference.
	CAC	“transport” No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	1.1	
	ETAC 1.1	“ UMI ” or “ Unique Market Identifier ” Term not defined in Model.
	CAC 1.1	“ UMI ” or “ Unique Market Identifier ” Term not defined in Model.
A3.2	ETAC	“ uncontracted point ” Term not defined.
	CAC	“ uncontracted point ” Term not defined.
A3.2	ETAC	“ undisputed portion ” Term not defined.
	CAC	“ undisputed portion ” Term not defined.
A3.2	ETAC	“ unpaid portion ” Term not defined.
	CAC	“ unpaid portion ” Term not defined.
A3.2	ETAC 1.1	“ user ” ETAC definition refers to Western Power (cf service provider). ETAC definition includes a party to a deemed access contract under the Code but omits reference to the meanings given in the Code to the terms “generator”, “consumer” and “access contract”.
	CAC 1.1	“ user ” CAC definition refers to Western Power (cf service provider). CAC definition includes a party to a deemed access contract under the Code but omits reference to the meanings given in the Code to the terms “generator”, “consumer” and “access contract”.
A3.2	ETAC	“ UserCo’s default ” See definition for “User’s Default”. Identical except “UserCo” substituted for “User”.
	CAC	“ UserCo’s default ” See definition for “User’s Default”. Identical except “UserCo” substituted for “User”.
A3.2	ETAC	“ UserCo’s premises ” See definition for “User’s Premises”. Identical except “UserCo” substituted for “User”, and minor differences of language.
	CAC	“ UserCo’s premises ” See definition for “User’s premises”. Identical except “UserCo” substituted for “User”, and minor differences of language.
A3.2	ETAC	“ UserCo’s works ” See definition for “User’s Works”. Identical except “UserCo” substituted for “User”, and minor differences of language.
	CAC	“ UserCo’s works ” See definition for “User’s Works”. Identical except “UserCo” substituted for “User”, and minor differences of language.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.2	ETAC	“ variation request ” Term not defined.
	CAC	“ variation request ” Term not defined.
A3.2	ETAC 1.1	“ visitors ” ETAC definition wider than model definition as it includes visitors of a Controller who may not be a party to the access contract.
	CAC 1.1	“ visitors ” CAC definition wider than model definition as it includes visitors of a Controller who may not be a party to the access contract.
	ETAC 1.1	Western Power’s Default ” Term not defined in Model.
	CAC 1.1	Western Power’s Default ” Term not defined in Model.
	ETAC 1.1	“ Western Power’s Premises ” Term not defined in Model.
	CAC 1.1	“ Western Power’s Premises ” Term not defined in Model.
	ETAC 1.1	“ Western Power’s Works ” Term not defined in Model.
	CAC 1.1	“ Western Power’s Works ” Term not defined in Model.
A3.2	ETAC 1.1	“ workers ” ETAC definition wider than model definition as it includes workers of a Controller who may not be a party to the access contract.
	CAC 1.1	“ workers ” CAC definition wider than model definition as it includes workers of a Controller who may not be a party to the access contract.
A3.2	ETAC 1.1	“ year ” No difference.
	CAC 1.1	“ year ” No difference.
		Interpretation

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.3	ETAC 1.2	ETAC1.2(b) is different to A3.3(a)(i). A3.3(a)(v) is not provided for. A3.3(c) is not provided for. ETAC 1.2(h)(iiii) is not defined in A3.3. No other difference.
	CAC 1.2	CAC1.2(b) is different to A3.3(a)(i). A3.3(a)(v) is not provided for. A3.3(c) is not provided for. CAC 1.2(h)(iiii) is not defined in A3.3. No other difference.
A3.4	ETAC 1.3	No difference
	CAC 1.3	No difference.
	ETAC 1.4	CPI Adjustment. Term not defined in Model.
	CAC 1.4	CPI Adjustment. Term not defined in Model.
		Duration
A3.5	ETAC 2.1	No difference.
	CAC 2.1	No difference.
A3.6	ETAC 2.2	Option to extend term WP have inserted applicable provision. Note: variable provisions of access contract are to be inserted by agreement between the parties or arbitrated award – see footnote 27.
	CAC 2.2	Option to extend term WP have inserted applicable provision. Note: variable provisions of access contract are to be inserted by agreement between the parties or arbitrated award – see footnote 27.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.7	ETAC 2.3	Conditions Precedent WP have inserted applicable provision. Note: variable provisions of access contract are to be inserted by agreement between the parties or arbitrated award – see footnote 28.
	CAC 2.3	Conditions Precedent WP have inserted applicable provision. Note: variable provisions of access contract are to be inserted by agreement between the parties or arbitrated award – see footnote 28.
		There must be both a capacity contract and a technical compliance contract
A3.8		No equivalent provision in either ETAC or CAC
A3.9		No equivalent provision in either ETAC or CAC
A3.10		No equivalent provision in either ETAC or CAC
		When the parts of this contract apply
A3.11		No equivalent provision in either ETAC or CAC
		PART B – CAPACITY PROVISIONS <i>[NB: The vast majority of the Part B provisions of the Model are inapplicable to the CAC, and therefore in the analysis of the Part B provisions, only the corresponding provisions of the ETAC are identified, and, in the few cases where this occurs, the relevant provision of the CAC.]</i>
		Provision and use
A3.12	ETAC 3.1	ETAC clause refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo) . Refer to WP reasons 2.1 Otherwise no difference.
	ETAC 3.2	Not provided for in Model.
		Contracted capacity
A3.13	ETAC 3.3	ETAC clause refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo) . Refer to WP reasons 2.1.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	ETAC 3.4	Use of Contracted Capacity Not provided for in Model.
		Contracted maximum demand and declared sent-out capacity
A3.14	ETAC 3.5	ETAC clause refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo) . Refer to WP reasons 2.1. ETAC clause also refers to the rate at which electricity is transferred (cf the amount in the Model). Otherwise no difference.
		Variation to contracted capacity
A3.15	ETAC	ETAC does not contain provisions corresponding directly to A3.15-A3.17. Instead, variations to contracted capacity are dealt with in ETAC 3.6 to 3.11. See commentary below. Refer to WP reasons 2.2
A3.16	ETAC	ETAC does not contain provisions corresponding directly to A3.15-A3.17. Instead, variations to contracted capacity are dealt with in ETAC 3.6 to 3.11. See commentary below. Refer to WP reasons 2.2
A3.17		ETAC does not contain provisions corresponding directly to A3.15-A3.17. Instead, variations to contracted capacity are dealt with in ETAC 3.6 to 3.11. See commentary below. Refer to WP reasons 2.2
	ETAC 3.6	Not provided for in Model.
	ETAC 3.7	Not provided for in Model.
	ETAC 3.8	Not provided for in Model.
	ETAC 3.9	Not provided for in Model.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	ETAC 3.10	Not provided for in Model.
	ETAC 3.11	Not provided for in Model.
A3.18	ETAC 3.12	Schedule 3 of ETAC refers to details of Contracted Points (cf connection points and metering points provided for in Schedule 3 to the Model). No provision included in Model for storage of information by Western Power if user is metering code participant.
		Relocation
A3.19 A3.20 A3.21 A3.22 A3.23 A3.24	Transfer and Relocation Policy 6.1 – 6.4	No provision included in ETAC. Refer to Transfer and Relocation Policy and WP reasons 5.2.
		Customer transfer {Note: See section 5.7(f) of the Code.}
A3.25	ETAC	Not dealt with in ETAC
		Provisions of access arrangement on supplementary matters apply
A3.26	ETAC 22.3	ETAC clause refers to the provisions of access arrangements on supplementary matters apply “to the extent they are relevant” (cf “to the extent they are expressed to do so”). Otherwise no difference.
	CAC 16.3	CAC clause refers to the provisions of access arrangements on supplementary matters apply “to the extent they are relevant” (cf “to the extent they are expressed to do so”). Otherwise no difference.
		Curtailment
A3.27	ETAC 24.1	Refer to WP reasons 2.15 ETAC clause refers to Western Power (cf service provider), Contracted Point (cf connection point). ETAC24.1(c) extends to a breakdown of the network affecting services being provided at “that or any other Contracted Point” (cf “at that

CODE	ETAC/CAC	ISSUES
Section	Clause	
		connection point”). Otherwise no difference.
	CAC 18.1	Refer to WP reasons 2.15 CAC clause refers to Western Power (cf service provider), Contracted Point (cf connection point). CAC18.1(c) extends to a breakdown of the network affecting services being provided at “that or any other Contracted Point” (cf “at that connection point”). Otherwise no difference.
A3.28	ETAC 24.2	No difference.
	CAC 18.2	No difference.
A3.29	ETAC 24.3	ETAC24.3 is expressed to limit the situations where Western Power must use reasonable endeavours to notify the User of any curtailment as soon as practicable. Clause changes the time in which Western Power provides notice in cases of augmentation or maintenance to the network or if it is to comply with a law. In such cases, Western Power must use reasonable endeavours to notify the User of the proposed curtailment a reasonable time before it occurs. Different to Model because Model clause is expressed to apply in respect of “any curtailment” under A3.27.
	CAC 18.3	CAC18.3 is expressed to limit the situations where Western Power must use reasonable endeavours to notify the User of any curtailment as soon as practicable. Clause changes the time in which Western Power provides notice in cases of augmentation or maintenance to the network or if it is to comply with a law. In such cases, Western Power must use reasonable endeavours to notify the User of the proposed curtailment a reasonable time before it occurs. Different to Model because Model clause is expressed to apply in respect of “any curtailment” under A3.27.
A3.30	ETAC 24.4	ETAC clause refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo). ETAC24.4 extends obligation to user to comply or procure compliance unlike Model where there is no requirement for user to procure compliance. Otherwise no difference.
	CAC 18.4	CAC refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo).

CODE	ETAC/CAC	ISSUES
Section	Clause	
		CAC18.4 extends obligation to user to comply or procure compliance unlike Model where there is no requirement for user to procure compliance. Otherwise no difference
	ETAC 24.5	Not provided for in Model.
	CAC 18.5	Not provided for in Model.
		Title to electricity
A3.31	ETAC 5.1	ETAC5.1 refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo). Otherwise no difference. Refer to WP reasons 2.4
A3.32	ETAC 5.2	ETAC5.2 refers to Contracted Point (cf connection point), Western Power (cf service provider) and User (cf UserCo). Otherwise no difference. Refer to WP reasons 2.4
A3.33	ETAC 23	No difference.
	CAC 17	No difference.
A3.34	ETAC	Not applicable because of inclusion of ETAC 23 and CAC 17 (ie. no intention to displace operation of A3.33)
A3.35	ETAC	Not provided for. Refer to WP reasons 2.4.
		Designated controllers
A3.36	ETAC	Not provided for. Refer to WP reasons 2.5.
A3.37	ETAC 6.1	Different. Refer to WP reasons 2.5.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.38	ETAC 6.2(a)	ETAC 6.2 is different from model clause as it requires compliance with additional obligations not provided for under the Model clause. ETAC 6.2(a) does not provide for compliance with the notices provisions as provided for in the A3.38(b). Refer to WP reasons 2.5.
A3.39	ETAC6.2(b) ETAC6.2(c)	ETAC6.2(b) does not refer to the requirement that evidence is not necessary if the Controller has entered into an agreement under clause 6.2(c)(i). Unlike Model clause. Otherwsie no difference. ETAC6.2(c) extends ability of Western Power to refuse to commence services or curtail services until its requirements are met. Contrasted against Model clause where service provider may only curtail services. ETAC6.2(c)(ii) is different to A3.39(b)(ii) as there is no requirement for the User to agree in writing to be bound under ETAC 6.2(b).
	ETAC 6.2(d)	Not provided for in Model. Refer to WP reasons 2.5
	ETAC 6.3	Not provided for in Model.
	ETAC 6.4	Not provided for in Model.
		Tariff and charges
A3.40	ETAC 7.1 ETAC7.1(a) ETAC7.1(b) ETAC7.1(d) ETAC7.1(e)	Western Power has elected for Option A in A3.40. Refer to WP reasons 2.6. ETAC 7.1(a) refers to “Tariff, or Tariffs as applicable”. Otherwise no difference to A3.40(a). Refer to WP reasons 2.6. Western Power has nominated under ETAC 7.1(c)(ii) an adjustment as provided for by the Code but the basis for the charge of the tariff is different to that provided for in A3.40(c)(ii). Excepting difference in ETAC 7.1(c)(ii), no other difference in ETAC7.1(c) tto A3.40(c). No difference in ETAC7.1(d) to A3.40(d). ETAC7.1(e) not provided for in Model.
A3.41	ETAC 7.2	ETAC7.2 widens Western Power’s ability to charge. The reference to any other charge applicable to the provision of each service, as published, or agree, or otherwise required by law is not provided for in the Model.
A3.42	ETAC	A3.42(a) of Model not provided for.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	7.3	<p>ETAC7.2(a) is different to A3.42(b) in that the clause provides an additional requirement that the User is required to not be able to use the affected service solely because of the force majeure event and no other reason. This requirement is not provided for in the Model.</p> <p>Under this clause, the User is relieved of its obligations to pay for charges and instead must pay 10% of tehe charges for the affected service (as compared to 10% of the standing charges under the Model). There is no definition of standing charges in ETAC.</p> <p>ETAC7.3(b) is not provided for in the Model. Refer to WP reasons 2.14.</p>
A3.43	ETAC	Not provided for.
		Invoicing and payment
A3.44	ETAC 8.1	<p>ETAC8.1 refers to Western Power (cf service provider) and User (cf UserCo).</p> <p>Excepting reference in ETAC8.1(a)(i) to the additional words “for the Accounting Period”after the words “under this Contract” which is not in the Model, no difference.</p>
A3.45	ETAC 8.2	<p>ETAC8.1 refers to Western Power (cf service provider) and User (cf UserCo).</p> <p>Excepting reference in ETAC8.2(a) to the additional words “for the Accounting Period”after the words “under this Contract” which is not in the Model, no difference.</p> <p>No difference in ETAC8.2(b).</p> <p>Excepting reference in ETAC8.2(c)(ii) to the additional words “including the difference between the amount for which the Tax Invoice ha been issued by the User and the amount for which that Tax Invoice would have been issued had the information provided by Western Power under clause 8.2(a) been accepted by the User as correct” which are not included in the Model, no difference in ETAC 8.2(c).</p> <p>No difference in ETAC 8.2(d).</p>
A3.46	ETAC 8.3	No difference.
A3.47	ETAC 8.4	<p>No difference in ETAC8.4(a).</p> <p>Excepting the change in formatting so that ETAC8.4(b) commences with the words “Without prejudice to the other Party’s other rights”, no difference in ETAC 8.4(b) to A3.47(b).</p> <p>As to ETAC8.4(c), there is a change in formatting as in ETAC8.4(b). This clause is also different in that it provides that interest is payable at the Prescribed Rate (cf Discounted Rate). Query applicable interest</p>

CODE	ETAC/CAC	ISSUES
Section	Clause	
		rate.
A3.48	ETAC 8.5	Excepting reference in ETAC3.48(b) to interest being calculated at the Prescribed Rate (cf Discounted Rate), no difference in ETAC3.48(a), (b) and (c). Query applicable rate of interest.
A3.49	ETAC 8.6	ETAC8.6(a) is different as it provides that only clauses 26.1 to 27.1(d)(i) relating to default apply. Different to A3.49 in that ETAC8.6(a) does not provide for application of clauses 27.1(d)(ii) and 27.2 (equivalent to model A3.91).
A3.50	ETAC 8.7	ETAC8.7(a) extends meaning of consideration for any taxable supply to include any charge or tariff derived from a price list and any contribution (cf any tariff derived from a price list). Otherwise no difference. ETAC8.7(b) includes reference to “and the price for it(including any Charge or Tariff derived from a Price List and any Contribution) is stated to be GST exclusive”. These additional words are not provided for in the Model. Otherwise no difference. ETA8.7(c) is identical to A3.50(c). ETAC8.7(d) and (e) are identical to A3.50(d) & (e).
		Security
A3.51 A3.52 A3.53	ETAC 9(a)	Refer to WP reasons 2.7. ETAC 9(a) does not require Western Power to make a determination in respect of the User’s resources to assess whether there is any risk that the User will be unable to meeting its obligations. This differs from the Model. Instead, the User must provide evidence of its credit rating and if it does not, Western Power can require security. ETAC9(a)(iii) provides that the User may pre pay 2 months’ serices in cash (on which no interest in payable); provide a guarantee or equivalent financial instrument or procure from the User’s parent company a guarantee in the form of Schedule 8. Security to be provided are similar to the security set out in A3.51(a) of the Model. Refer to WP reasons 2.7.
	ETAC 9(b)	Not provided for in Model.
	CAC 3	Not provided for in Model.

CODE	ETAC/CAC	ISSUES
Section	Clause	
		Part C – Technical Compliance Provisions
		Good electricity industry practice
A3.54	ETAC 10.1	ETAC 10.1 refers to Western Power (cf service provider) and performing its obligations under the contract. These words are not provided for in the Model. The words “and otherwise when acting, or not acting, in connection with this contract”as provided for in the Model have been omitted. No other difference.
	CAC 4.1	CAC 4.1 refers to Western Power (cf service provider) and performing its obligations under the contract. These words are not provided for in the Model. The words “and otherwise when acting, or not acting, in connection with this contract”as provided for in the Model have been omitted. No other difference.
A3.55	ETAC 10.2	ETAC 10.2 refers to Western Power (cf service provider) and performing its obligations under the contract. These words are not provided for in the Model. The words “and otherwise when acting, or not acting, in connection with this contract”as provided for in the Model have been omitted. No other difference
	CAC 4.2	CAC 4.2 refers to Western Power (cf service provider) and performing its obligations under the contract. These words are not provided for in the Model. The words “and otherwise when acting, or not acting, in connection with this contract”as provided for in the Model have been omitted. No other difference
		Cooperation
A3.56	ETAC 13	Excepting reference to Western Power (cf service provider), User (cf UserCo) and Contracted Point (cf connection point), no other difference to ETAC 13.
	CAC 7	Excepting reference to Western Power (cf service provider), User (cf UserCo) and Contracted Point (cf connection point), no other difference to CAC 7.
		Directions from system operator
A3.57	ETAC 15.1	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no other difference in ETAC 15.1.
	CAC	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no other difference in CAC 9.1.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	9.1	
	ETAC 15.2	Not provided for in Model.
	CAC 9.2	Not provided for in Model.
		User must provide information
A3.58	ETAC 4.1	ETAC 4 refers to Western Power (cf service provider), User (cf UserCo) and Contracted Point (connection point). ETAC 4 does not provide that the request must be a reasonable request unlike Model. Otherwise, no other difference.
	CAC	Not provided for
A3.59	ETAC 4.2	ETAC 4.2 extends situations in which it may make a request for information. Model only provides for cases of emergency.
	CAC	Not provided for.
A3.60	ETAC 4.3	No difference.
	CAC	Not provided for.
		Technical rules
A3.61	ETAC 11.1	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no other difference
	CAC 5.1	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no other difference.
	ETAC 11.2	Not provided for in Model. Refer to WP reasons 2.8
	CAC 5.2	Not provided for in Model. Refer to WP reasons 2.8.
		Actions of third parties causing user to breach technical rules
A3.62	ETAC	Not provided for.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC	Not provided for.
A3.63	ETAC	Not provided for.
	CAC	Not provided for.
		Tariff and charges
A3.64	ETAC	Variable not inserted by Western Power.
	CAC	Variable not inserted by Western Power.
		Invoices and payment
A3.65	ETAC	Variable not inserted by Western Power
	CAC	Variable not inserted by Western Power
		Security
A3.66	ETAC	Variable not inserted by Western Power
	CAC	Variable not inserted by Western Power
		Common Provisions
		Service provider must comply with service standards
A3.67	ETAC	Not provided for. Refer to WP reasons 2.3.
	CAC	Not provided for.
		Representations and warranties
A3.68	ETAC 17.1(a)(i)-(iv) 17.1(b)(i)-(ii)	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC17.1(a)(i)-(iv) and 17.1(b)(i)(ii)
	ETAC17.1(c)	Not provided for in Model. Refer to WP reasons 2.11
	ETAC17.1(d)	Not provided for in Model. Refer to WP reasons 2.11
	CAC 11.1(a)(i)-(iv)	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no difference in CAC11.1(a)(i)-(iv) and 11.1(b)(i)(ii).

CODE	ETAC/CAC	ISSUES
Section	Clause	
	11.1(b)(i)-(ii)	
	CAC11.1(c)	Not provided for in Model. Refer to WP reasons 2.11
	CAC11.1(d)	Not provided for in Model. Refer to WP reasons 2.11
A3.69	ETAC	Not provided for by Western Power
	CAC	Not provided for by Western Power
A3.70	ETAC 17.2(a)(i)-(iv) 17.2(b)(i)-(ii)	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC17.2(a)(i)-(iv) and 17.2(b)(i)(ii).
	ETAC 17.2(c)	Not provided for in Model. Refer to WP reasons 2.11
	ETAC 17.2(d)	Not provided for in Model. Refer to WP reasons 2.11
	CAC 11.2(a)(i)-(iv) 11.2(b)(i)-(ii)	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no difference in CAC11.2(a)(i)-(iv) and 11.2(b)(i)-(ii).
	CAC 11.2(c)	Not provided for in Model. Refer to WP reasons 2.11
	CAC 11.2(d)	Not provided for in Model. Refer to WP reasons 2.11
		Liability and indemnity
A3.71	ETAC 18.2	No difference.
	CAC 12.2	No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	ETAC 18.1	Not provided for in Code. Refer to WP reasons 2.12.
	CAC 12.1	Not provided for in Code. Refer to WP reasons 2.12
A3.72	ETAC 18.4	No difference.
	CAC 12.4	No difference.
A3.73	ETAC 18.3(a)- (b)	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC18.2(a)-(b).
	CAC 12.3 (a)-(b)	Excepting reference to Western Power (cf service provider) and User (cf UserCo), no difference in CAC12.3 (a)-(b).
A3.74	ETAC 18.5	Variable inserted by Western Power for approval by Authority. Specifics not provided for in Model.
	CAC 12.5	Variable inserted by Western Power for approval by Authority. Specifics not provided for in Model.
A3.75	ETAC 18.6	No difference
	CAC 12.6	No difference
A3.76	ETAC 18.10	No difference.
	CAC 12.10	No difference.
A3.77	ETAC 18.8	No difference except for inclusion of words “(for any reason)”after termination in ETAC18.8(a) and (b).
	CAC 12.8	No difference except for inclusion of words “(for any reason)”after termination in CAC12.8(a) and (b).
	ETAC 18.7	Not provided for in Model.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 12.7	Not provided for in Model.
	ETAC 18.9	Not provided for in Model.
	CAC 12.9	Not provided for in Model.
	ETAC 18.11	Not provided for in Model.
	CAC 12.11	Not provided for in Model.
	ETAC 18.12	Not provided for in Model.
	CAC 12.12	Not provided for in Model.
	ETAC 19.1	Not provided for in Model.
	CAC 13.1	Not provided for in Model.
	ETAC 19.2	Not provided for in Model.
	CAC 13.2	Not provided for in Model.
		Insurances
A3.78	ETAC 20.1	Reference to Western Power (cf service provider) and User (cf UserCo). In ETAC20.1(a), inclusion of the words “commencing from the Commencement Date”and “on the terms and basis” are not provided for in the Model. No other difference in ETAC 20.1(a)-(c). Refer to WP reasons 2.13.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 14.1	Reference to Western Power (cf service provider) and User (cf UserCo). In CAC14.1(a), inclusion of the words “commencing from the Commencement Date”and “on the terms and basis” are not provided for in the Model. No other difference to CAC 14.1(a)-(c). Refer to WP reasons 2.13.
A3.79	ETAC 20.2	Reference to Western Power (cf service provider) and User (cf UserCo). In ETAC20.2(a), inclusion of the words “commencing from the Commencement Date”and “on the terms and basis” are not provided for in the model. No other difference in ETAC20.2(a)-(c). Refer to WP reasons 2.13.
	CAC 14.2	Reference to Western Power (cf service provider) and User (cf UserCo). In CAC14.2(a), inclusion of the words “commencing from the Commencement Date”and “on the terms and basis” are not provided for in the Model. No other difference in CAC14.2(a)-(c). Refer to WP reasons 2.13.
	ETAC 20.3	Not provided for in Model.
	CAC 14.3	Not provided for in Model.
	ETAC 20.4	Not provided for in Model.
	CAC 14.4	Not provided for in Model.
	ETAC 20.5	Not provided for in Model.
	CAC 14.5	Not provided for in Model.
	ETAC	Not provided for in Model.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	20.6	
	CAC 14.6	Not provided for in Model.
		Force majeure
A3.80	ETAC 21.1	Different ETAC21.1 relates to suspension of affected person's liability (cf release under Code). Refer to WP reasons 2.14
	CAC 15.1	Different CAC15.1 relates to suspension of affected person's liability (cf release under Code) Refer to WP reasons 2.14
A3.81	ETAC 21.2	Excepting reference to Western Power (cf service provider) and Contracted Point (cf connected point), no difference.
	CAC 15.2	Excepting reference to Western Power (cf service provider) and Contracted Point (cf connected point), no difference.
A3.82	ETAC 21.3	Except for reference to clause 21.4 (in case of breach- which is not provided for in the Code) and to the "FM Period" in clause 21.3(a)(i) , no difference.
	CAC 15.3	Except for reference to clause 15.4 (in case of breach- which is not provided for in the Code) and to the "FM Period" in clause 15.3(a)(i) , no difference.
	ETAC 21.4	Not provided for in Model.
	CAC 15.4	Not provided for in Model.
A3.83	ETAC 21.5	Reference to "the FM Period is reduced" instead of "the period of suspension of the affected obligation" as provided for in the Model. Query differences between reduction and suspension. Different.
	CAC 15.5	Reference to "the FM Period is reduced" instead of "the period of suspension of the affected obligation" as provided for in the Model. Query differences between reduction and suspension. Different.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.84	ETAC 21.6	No difference.
	CAC 15.6	No difference.
	ETAC 22.1 22.2 22.4 22.5	Not provided for in Model. Refer to WP reasons 2.19.
	CAC 16.1 16.2 16.4 16.5	Not provided for in Model. Refer to WP reasons 2.19.
		Default
A3.85	ETAC 26.1	No difference.
	CAC 20.1	No difference.
A3.86	ETAC 26.2	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC 26.2.
	CAC 20.2	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in CAC20.2.
A3.87	ETAC 26.3	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC 26.3.
	CAC 20.3	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in CAC20.3.
A3.88	ETAC 26.4	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC26.4.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 20.4	CAC 20.4 refers to Western Power (cf service provider) and User (cf UserCo). CAC 20.4 is difference from the Model as it does not give the User the option of withholding payment of charges owing to Western Power.
A3.89	ETAC 26.5	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in ETAC26.5.
	CAC 20.5	Expecting reference to Western Power (cf service provider) and User (cf UserCo), no difference in CAC20.5.
		Termination
A3.90	ETAC 27.1(a)-(c)	<p>No difference in ETAC 27.1(a). Refer to WP reasons 2.16</p> <p>Excepting reference to Western Power (cf service provider), User (cf UserCo), Contracted Point (connection point) and FM Period (cf the force majeure event), no difference in ETAC27.1(b).</p> <p>Expecting reference to Western Power (cf service provider), User (cf UserCo) and Contracted Point (connected point), no difference in ETAC27.1(c).</p> <p>ETAC27.1(d) is different to the Model clause as it includes provision that the User must pay any unpaid charges owed to Western Power and any applicable contribution. The Model only provides for payment of any applicable contribution.</p>
A3.90	CAC 21.1(a)-(d)	<p>No difference in CAC 21.1(a). Refer to WP reasons 2.16</p> <p>Excepting reference to Western Power (cf service provider), User (cf UserCo), Contracted Point (connection point) and FM Period (cf the force majeure event), no difference in CAC21.1(b).</p> <p>Expecting reference to Western Power (cf service provider), User (cf UserCo) and Contracted Point (connected point), no difference in CAC21.1(c).</p> <p>CAC21.1(d) is different to the Model clause as it includes provision that the User must pay any unpaid charges owed to Western Power and any applicable contribution. The Model only provides for payment of any applicable contribution.</p>
A3.90(d)	ETAC 16	<p>ETAC 16 is limited to apply to permanent disconnection.</p> <p>Expecting reference to Western Power (cf service provider), User (cf UserCo) and Contracted Point (connected point), no difference in ETAC16 (a) to A3.90(d)(i).</p> <p>However, ETAC16(b) is different to A3.90(d)(ii) as refers to Western Power's reasonable instructions and also requires Users to dismantle works at or connected at the Contracted Point but does not include</p>

CODE	ETAC/CAC	ISSUES
Section	Clause	
		<p>provision that such works are “not otherwise required under another contract”.</p> <p>Refer to WP reasons 2.16 and 2.10.</p>
	CAC 10	<p>CAC10 is limited to apply to permanent disconnection.</p> <p>Expecting reference to Western Power (cf service provider), User (cf UserCo) and Contracted Point (connected point), no difference in CAC10 (a) to A3.90(d)(i).</p> <p>However, CAC10(b) is different to A3.90(d)(ii) as refers to Western Power’s reasonable instructions and also requires Users to dismantle works at or connected at the Contracted Point but does not include provision that such works are “not otherwise required under another contract”.</p> <p>Refer to WP reasons 2.16 and 2.10.</p>
A3.91	ETAC 27.2	No difference.
	CAC 21.2	No difference.
		Access to premises
A3.92	ETAC 14.1	Reference is made to “Host Party’s premises”. Otherwise no difference
	CAC 8.1	Reference is made to “Host Party’s premises”. Otherwise no difference
A3.93	ETAC 14.2	No difference.
	CAC 8.2	No difference.
A3.94	ETAC 14.3	No difference
	CAC 8.3	No difference
A3.95	ETAC 14.4	Reference is made to “relevant to the obligations or rights of a Party under this Contract” in ETAC 14.4 which is not provided for under A3.95. Otherwise no difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 8.4	Reference is made to “relevant to the obligations or rights of a Party under this Contract” in CAC8.4 which is not provided for under A3.95. Otherwise no difference.
		Disputes
A3.96	ETAC 28.1	No difference.
	CAC 22.1	No difference.
A3.97	ETAC 28.2	Reference to fact that either party may by written notice require the senior executive officers to meet is not provided for in the Code. Otherwise no difference.
	CAC 22.2	Reference to fact that either party may by written notice require the senior executive officers to meet is not provided for in the Code. Otherwise no difference.
A3.98	ETAC 28.3	No difference.
	CAC 22.3	No difference.
A3.99	ETAC 28.4	No difference.
	CAC 22.4	No difference.
A3.100	ETAC 28.5	No difference.
	CAC 22.5	No difference.
		Set off
A3.101	ETAC 29.1	No difference
	CAC	No difference

CODE	ETAC/CAC	ISSUES
Section	Clause	
	23.1	
A3.102	ETAC 29.2	No difference
	CAC 23.2	No difference
		Transfer by user
A3.103	ETAC 30.1	Reference to Western Power (cf service provider) and User (cf UserCo). Reference in ETAC30.1 to the requirement that the User acts “as a Reasonable and Prudent person” not provided for in the Model and to Transfer and Relocation Policy. Different - Refer to WP reasons 2.17 and 5.1.
	CAC 24.1	Reference to Western Power (cf service provider) and User (cf UserCo). Reference in CAC24.1 to the requirement that the User acts “as a Reasonable and Prudent person” not provided for in the Model and to Transfer and Relocation Policy. Different - Refer to WP reasons 2.17 and 5.1.
A3.104	ETAC 30.2	Reference to Western Power (cf service provider), User (cf UserCo), Assignee (cf transferee) and Assigned Access Rights (cf transferred access rights). Otherwise no difference.
	CAC 24.2	Reference to Western Power (cf service provider), User (cf UserCo), Assignee (cf transferee) and Assigned Access Rights (cf transferred access rights). Otherwise no difference.
A3.105	ETAC 30.3	Different. Refer to WP reasons 2.17 and 5.1.
	CAC 24.3	Different. Refer to WP reasons 2.17 and 5.1.
A3.106	ETAC	Not provided for
	CAC	Not provided for
		Corporate restructuring of service provider
A3.107	ETAC 31.1	Reference to Western Power (cf service provider), User (cf UserCo), Law (cf government policy by law) Otherwise no difference

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 25.1	Reference to Western Power (cf service provider), User (cf UserCo), Law (cf government policy by law) Otherwise no difference in CAC25.1.
A3.108	ETAC 31.2	Reference to User (cf UserCo). Otherwise no difference in ETAC31.2.
	CAC 25.2	Reference to User (cf UserCo). Otherwise no difference in CAC 25.2.
		Confidentiality
A3.109	ETAC 32.1	No difference. Typographical error in paragraph numbering.
	CAC 26.1	No difference. Typographical error in paragraph numbering.
A3.110	ETAC 32.2	No difference
	CAC 26.2	No difference
A3.111	ETAC 32.3	No difference
	CAC 26.3	No difference
A3.112	ETAC 32.4	No difference
	CAC 26.4	No difference
A3.113	ETAC 32.5	No difference
	CAC 26.5	No difference
A3.114	ETAC 32.6	Reference to words "Subject to any obligation under any Law to do so" are not provided for under Model but otherwise no difference in ETAC32.6.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 26.6	Reference to words “Subject to any obligation under any Law to do so” are not provided for under Model but otherwise no difference in CAC 26.6.
A3.115	ETAC 32.7	No difference
	CAC 26.7	No difference
A3.116	ETAC 32.8	Reference to words “Subject to any obligation under any Law relating to document retention and subject to prudent recording –keeping procedures (including, in contemplation fo potential legal action)” are not provided for under Model. Otherwise no difference in ETAC32.8.
	CAC 26.8	Reference to words “Subject to any obligation under any Law relating to document retention and subject to prudent recording –keeping procedures (including, in contemplation fo potential legal action)” are not provided for under Model. Otherwise no difference in CAC26.8.
A3.117	ETAC 32.9	ETAC 32.9 omits the words “in equity” which are provided for in the Model.Otherwise no difference.
	CAC 26.9	CAC26.9 omits the words “in equity” which are provided for in the Model.Otherwise no difference.
A3.118	ETAC 32.10	No difference
	CAC 26.10	No difference
		Ring fencing
A3.119	ETAC 33	ETAC 33 refers to Western Power (cf service provider), User (cf UserCo) Inclusion of words “a User or an indemnifying Party (or)” in the first line of ETAC 33 are words not provided for in the Model. Reference to “fair and reasonable regard” cf regard as provided for in Model. ETAC33(e) adopts different language to A3.119(e) in that the clause refers to the intent and purpose of Western Power’s obligations under Chaper 13 of the Code.

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 27	<p>CAC27 refers to Western Power (cf service provider), User (cf UserCo)</p> <p>Inclusion of words “a User or an indemnifying Party (or)” in the first line of CAC27 are words not provided for in the Model.</p> <p>Reference to “fair and reasonable regard” cf regard as provided for in Model.</p> <p>CAC27(e) adopts different language to A3.119(e) in that the clause refers to the intent and purpose of Western Power’s obligations under Chapter 13 of the Code</p>
		Notices
A3.120	ETAC 34.1	<p>Reference to the words “or where the Electronic Communications Protocol in Schedule 7 is properly employed”are not words provided for in the Model. These words replace the option to send notices by email under A3.120(v).</p> <p>Otherwise no difference in ETAC34.1.</p>
	CAC28.1	<p>Reference to the words “or where the Electronic Communications Protocol in Schedule 7 is properly employed”are not words provided for in the Model. These words replace the option to send notices by email under A3.120(v).</p> <p>Otherwise no difference in CAC28.1.</p>
A3.121	ETAC 34.2	No difference
	CAC 28.2	No difference
A3.122	ETAC 34.3	No difference
	CAC 28.3	No difference
A3.123	ETAC 34.4	No difference
	CAC 28.4	No difference
A3.124	ETAC 35	No difference

CODE	ETAC/CAC	ISSUES
Section	Clause	
	CAC 29	No difference
		Miscellaneous
A3.125	ETAC 36.1	No difference.
	CAC 30.1	No difference.
A3.126	ETAC 36.2	Reference to Western Power (cf service provider), User (cf UserCo), otherwise no difference in ETAC36.2.
	CAC 30.2	Reference to Western Power (cf service provider), User (cf UserCo), otherwise no difference in CAC30.2.
A3.127	ETAC 36.3	Reference to Western Power (cf service provider), User (cf UserCo), otherwise no difference in ETAC36.3.
	CAC 30.3	Reference to Western Power (cf service provider), User (cf UserCo), otherwise no difference in CAC30.3.
A3.128	ETAC 36.4	Reference to User (cf UserCo) and requirement if the Contract is dutiable for the User to produce the contract to the Office of State Revenue is not provided for in Model. Otherwise no difference in ETAC36.4.
	CAC 30.4	Reference to User (cf UserCo) and requirement if the Contract is dutiable for the User to produce the contract to the Office of State Revenue is not provided for in Model. Otherwise no difference om CAC30.4.
A3.129	ETAC 36.5	No difference.
	CAC 30.5	No difference.
A3.130	ETAC 36.6	No difference.
	CAC 30.6	No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.131	ETAC 36.7	No difference.
	CAC 30.7	No difference.
A3.132	ETAC 36.8	No difference.
	CAC 30.8	No difference.
A3.133	ETAC36.9	ETAC36.9 different but as to form only not substance
	CAC 30.9	CAC30.9 different but as to form only not substance
A3.134	ETAC 36.10	No difference.
	CAC 30.10	No difference.
A3.135	ETAC 36.11	Reference to paragraph (a) appears to be a typographical error. Query relevant provision referred to. Otherwise no difference in ETAC26.11.
	CAC 30.11	Reference to paragraph (a) appears to be a typographical error. Query relevant provision referred to. Otherwise no difference in CAC30.11
A3.136	ETAC 36.12	No difference.
	CAC 30.12	No difference.
A3.137	ETAC 36.13	No difference.
	CAC 30.13	No difference.

CODE	ETAC/CAC	ISSUES
Section	Clause	
A3.138	ETAC 36.14	No difference.
	CAC 30.14	No difference.
	ETAC 12	Not provided for in Model. Refer to WP reasons 2.9.
	CAC 6	Not provided for in Model. Refer to WP reasons 2.9.
	ETAC 25	Not provided for in Model. Refer to WP Reasons 2.18
	CAC 19	Not provided for in Model. Refer to WP reasons 2.18.
		Schedule 1 to Appendix 3- Access Contract Information
	ETAC Sch 1	ETAC Schedule 1 provides for the information set out in the Model Schedule 1 with additional information. Complies.
	CAC Sch 1	CAC Schedule 1 provides for the information set out in the Model Schedule 1 with additional information. Complies.
		Schedule 2 to Appendix 3- Services
	ETAC	ETAC does not provide for a schedule in the form of the Model Schedule 2.
	CAC	ETAC does not provide for a schedule in the form of the Model Schedule 2.
	ETAC Sch 2	ETAC Schedule 2 relates to details of security to be provided by User (ie. amount of bank guarantee and other details of bank guarantee). This Schedule is not provided for in Model.
	CAC Sch 2	CAC Schedule 2 relates to detail of security to be provided by User (ie. amount of bank guarantee and other details of bank guarantee). CAC Schedule 2 is not provided for in Model.
		Schedule 3 to Appendix 3 – Details of Connection Points and Metering Points

CODE	ETAC/CAC	ISSUES
Section	Clause	
	ETAC 3	ETAC Schedule 3 relates to details of Contracted Points and requires details of some of the information set out in the Model Schedule 3 but not all the details specified. This Schedule has been modified by Western Power.
	CAC 3	CAC Schedule 3 relates to details of Contracted Points and requires details of some of the information set out in the Model Schedule 3 but not all the details specified. This Schedule has been modified by Western Power.
		Schedule 4 to Appendix 3 – Tariffs
	ETAC	ETAC does not provide for a schedule in the form of the Model Schedule 4.
	CAC	CAC does not provide for a schedule in the form of the Model Schedule 4.
		Schedule 5 to Appendix 3 – Capital contribution (provision in kind contract or payment contract)
	ETAC	ETAC does not provide for a schedule in the form of the Model Schedule 5. These matters are however provided for in the Interconnection Works Agreement, which is applicable to both Users who are parties to an ETAC and third parties (e.g. the developer of a sub-division).
	CAC	CAC does not provide for a schedule in the form of the Model Schedule 5. These matters are however provided for in the Interconnection Works Agreement, which is applicable to both Users who are parties to a CAC and third parties (e.g. the developer of a sub-division).
		Schedule 6 to Appendix 3 – Service provider’s works
	ETAC Sch 4	ETAC Schedule 4 combines features of Model Schedule 6 and 7. This Schedule has been modified by Western Power.
	CAC Sch 4	CAC Schedule 4 combines features of Model Schedule 6 and 7. This Schedule has been modified by Western Power.
		Schedule 7 to Appendix 3 – UserCo’s works
	ETAC Sch 4	ETAC Schedule 4 combines features of Model Schedule 6 and 7. This Schedule has been modified by Western Power.
	CAC Sch 4	CAC Schedule 4 combines features of Model Schedule 6 and 7. This Schedule has been modified by Western Power.

CODE	ETAC/CAC	ISSUES
Section	Clause	
		Schedule 8 to Appendix 3 – Insurances and Limitation of liability
	ETAC Sch 5	ETAC Schedule 5 relates to insurances required by User and Western Power. This Schedule requires information to be completed by Western Power. Otherwise complies.
	CAC Sch 5	CAC Schedule 5 relates to insurances required by User and Western Power. This Schedule requires information to be completed by Western Power. Otherwise complies.
		Schedule 9 to Appendix 3 - Notices
	ETAC Sch 6	ETAC Schedule 6 is identical to Model Schedule 9.
	CAC Sch 6	CAC Schedule 6 is identical to Model Schedule 9.
		Schedule 10 to Appendix 3 – Electronic Communications Protocol
	ETAC Sch 7	ETAC Schedule 7 is identical to Model Schedule 10.
	CAC Sch 7	CAC Schedule 7 is identical to Model Schedule 10.
		Schedule 11 to Appendix 3 - Guarantee
	ETAC Sch 8	ETAC Schedule 8 is identical to Model Schedule 11 except for reference to Western Power (service provider) and User (UserCo).
	CAC	CAC does not provided for a Schedule in the form of Model Schedule 11.