

Applications and Queuing Policy

ELECTRICITY NETWORKS CORPORATION ("WESTERN POWER")

ABN 18 540 492 861

{Outline: This *applications and queuing policy* is included in Western Power's *access arrangement* in accordance with section 5.1 of the *Code*.}

{Note: This policy has been prepared in accordance with the requirements of the Electricity Networks Access Code 2004, including proposed Electricity Networks Access Code Amendments (No 2) 2008}

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PART A - COMMON PROVISIONS

1. Operation of this applications and queuing policy

This applications and queuing policy operates in the manner shown in Figure 1.

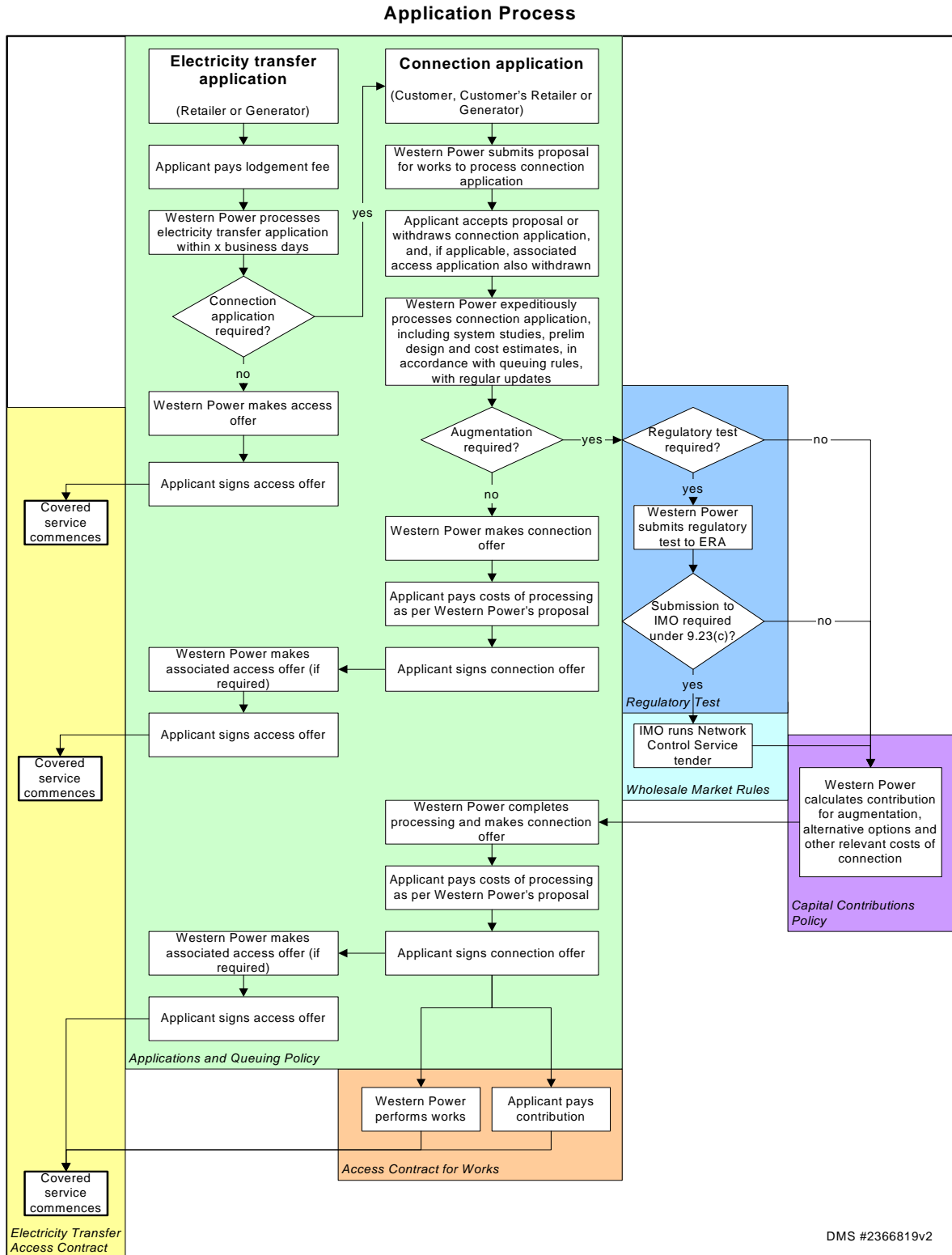


Figure 1: Applications process

2. Introduction

2.1 Definitions

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

“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 agreement” has the meaning given to it in part 8 of the *Act*, and under section 13.4 (d) of the *Code* 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*.

{“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) anything connected with or arising out of Appendix 9; 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)”.

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

“**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 *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*.

“**bypass**”, in relation to an *application* (“**bypassed application**”), means that the *first come first served* principle is not applied in respect of the *bypassed application*.

“**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*.

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

“**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*.

“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.

“connection application” means an *application* 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*; or
- (d) augment the *network* for any other reason,

{Note: this might be, for example, to service a subdivision.}

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

“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*.

“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 offer” means an *access offer* made in respect of a *connection application*.

“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.

“contestable”, with respect to an *exit point*, means an *exit point* that Western Power has determined is contestable under clause 13.

“contestability threshold” in relation to an *exit point*, means the amount of electricity consumed or the estimated amount of electricity that will be consumed at the *exit point*, by a *customer* who is a member of a class of customers declared to be 'prescribed customers' as defined in section 54 of the *Electricity Corporations Act 2005* by an order made under and in accordance with section 54(4) of that Act, within the period specified in the declaration.

"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*.

“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* but also includes a bidirectional service.

{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* or *exit 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 2004*, 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 an exit 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*.

“dormant application” means a *connection application* that has been in the *queue* for longer than 12 months.

“electricity transfer application” means an application 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*, 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*.

“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*.

“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 *entry 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*.

“first come, first served” means that Western Power will process a *connection application* with earlier *priority* before a *connection application* with later *priority* (where it is not possible or practical to process them concurrently), and that the *capacity* sought in a *connection application* with earlier *priority* will be deemed to have been reserved during the period in which the *connection application* is being processed, for the purposes of processing any competing *connection application* with later *priority*. This may result in Western Power delaying making an *access offer* to the *applicant* with later *priority* until after the *applicant* with earlier *priority* has signed an *access contract*.

“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.

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

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

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

“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*”}.

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

“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.

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

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

{Note: Under the *Market Rules* “loss factor” means “a factor defining the annual average marginal network loss between any given node and the Reference Node where the Loss Factor at the Reference Node is 1, determined in accordance with clause 2.27.2”}.

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

“Market Rules” means the rules made pursuant to the *Electricity Industry (Wholesale Electricity Market) Regulations 2004*.

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

{Note: Under the *Metering Code* “meter” means “a device complying with this Code which measures and records electricity production or consumption but under clause 3.24 does not include a prepayment meter”}.

“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.

“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*".}

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

“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 *price list* (as defined in the *Code*) in the *access arrangement*.

“priority”, in relation to a *connection application*, means the *priority* that the *applicant* has, as against any other *applicant* with a *competing connection application*, to obtain access to *covered services*.

“project” means a project identified in a tender notice.

“queue” means a *first come, first served* queue, to which the *queuing rules* apply.

“queuing rules” means the principles described in clause 24 that apply to determine the *priority* of a *connection application*.

“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*).

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

“reserve capacity auction” has the meaning given to it in the *Market Rules*.

{Note: Under the *Market Rules* “Reserve Capacity Auction” means “the process for determining the Reserve Capacity Price for a Reserve Capacity Cycle and the quantity of Reserve Capacity scheduled by the IMO for each Market Participant under clause 4.19”.}

“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 “a meter that is used under the *Metering Code* as the source of energy data, unless the *Metering 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 asset” 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 the *covered services* sought in the *application*, having regard to 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*.

“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*.

“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.

“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 an [*sic.*] contract for services with a *service provider*, and under section 13.4(e) includes another *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) 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”.]

“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*.

2.3 Interpretation

- (a) Unless:
 - (i) the contrary intention is apparent; or
 - (ii) the term has been redefined in clause 1,
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 Transition of prior *applications*

- (a) To the extent permitted by *law*, the *queue* is continuous before and after the current *access arrangement period*.
- (b) To the extent permitted by *law*, an *application* made prior to the current *access arrangement period* shall be deemed to have been made under this *applications and queuing policy*, with the same *priority* as the initial *application*.
- (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.

3. **The application**

3.1 **Applications to be made in good faith**

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

3.2 **Commencing the *application* process**

The *application* process is commenced by the *applicant* submitting:

- (a) an *application* to Western Power on the appropriate *application form* ; or
- (b) where permitted under this *applications and queuing policy*, notice to Western Power,

that is *complete*.

3.3 **Applicant to be market participant**

An *applicant* who seeks an *exit service* or an *entry service* or a *bidirectional service*:

- (i) must submit an *electricity transfer application*; and
- (ii) 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* on behalf of a *customer*; or
- (b) a *generator* seeks to obtain or modify an *entry service* or a *bidirectional 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 *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*; and
 - (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*; and
 - (iii) if applicable, the *contracted capacity* sought for the *covered service*; 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*, such information regarding the *connection point* required as *standing data*; and
- (iii) information regarding the *controller*, if the *applicant* will not be the *controller*, in compliance with the relevant provisions of the *Metering Code* in regard to the provision of *controller* information (where all references to a ‘customer’ under the relevant provisions of the *Metering Code* are 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) whether the *application* is being made in connection with a tender process; and
- (b) the *covered services* requested; and
- (c) the requested *services start date* and requested *services end date*, for;
 - (i) *works*; and
 - (ii) *covered services* involving the transfer of electricity that are likely to be sought under an associated *electricity transfer application*,as applicable, and
- (d) the *capacity* sought, if applicable; and
- (e) such information regarding the *facilities* and *equipment* 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
- (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*.

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 *application* is a warranty by the *applicant* 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* 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 24.13 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* will be deemed to have been withdrawn.
- (c) If providing additional information for an *application* amounts to a material amendment to the *application*, clause 24.13 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 *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 for 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) If an *application* is withdrawn, Western Power must refund part or all of the applicable *lodgement fee*, having regard for the work already completed in processing the *application*.
- (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.

3.14 Applications do not expire

Subject to clause 24.14, an *application* does not expire due to the passage of time.

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 service*

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 seeks to have included in an *access contract* in order to achieve the objectives set out in clause 4.6.

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 *applicants* with later *priority* 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 conditional *access contract* as being unconditional.

4.8 Conditions precedent not longer than 8 months

- (a) Western Power and an *applicant* may not enter into an *access contract* that contains a condition precedent for which a period of longer than 8 months from the date the *access contract* was entered into is allowed for its fulfilment.
- (b) If, after 8 months, 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 conditions 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 the *user* may either:
 - (i) terminate the *access contract*; or
 - (ii) waive any conditions precedent that are for the benefit of the *user* 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 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 value of any amount of any *contribution* that remains unpaid or not provided at the time of requirement.
- (d) Western Power may perform a security assessment under this clause 4.9 prior to making 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*.

5.3 If applicant rejects access offer

If the *applicant* rejects an *access offer* and requests amendments to the *application* under clause 5.2(b), Western Power must:

- (a) prioritise the amended *application* in accordance with clause 24.13; and
- (b) address the amended *application* in accordance with this *applications and queuing policy*; and
- (c) make a further *access offer* to the *applicant* as soon as practicable in accordance with this *applications and queuing policy*.

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 stamp 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 Access application ceases to exist after signing

Upon an *applicant signing* an *access offer*, the *application* in response to which the *access offer* was made ceases to exist.

6. Confidentiality

6.1 Confidential information

Information which Western Power is required to disclose under clauses 24.16(a), 24.16(b) or 24.16(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.

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 either:
 - (i) a new *connection point fee*; or
 - (ii) an *access contract* modification fee; or
 - (iii) a new *access contract 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 assessments 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*, then the *applicant* 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 Variation from this *applications and queuing policy*

An *applicant* and Western Power may agree to deal with any matter in connection with the *applicant's 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.

8. Eligibility criteria for reference services

If an *applicant* seeks a *reference service* 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 a *contestable exit point*. 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 *exit point* is not *contestable*.
- (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 select a different *reference service*, or to 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 a *reference service*, then the new *connection point lodgement fee* applies to the *application*.
- (c) If the *applicant* is seeking 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* 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 10.1(d)(i), from the date Western Power received the *electricity transfer application* under clause 10.1(a); and
 - (B) otherwise, from 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 *applications* 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* 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 10.2(e)(i), from the date Western Power received the *electricity transfer application* under clause 10.2(a); and
 - (B) otherwise, from 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) may, subject to this clause 10, accept the change of *covered service*, where Western Power is satisfied, as a *reasonable and prudent person*, that the new *covered service* will be sufficient to meet the actual requirements of the *applicant*, and that 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 Market Rules) allocated to any generating plant at the connection point under the Market Rules; or
 - (vi) as part of a *relocation* or; 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.

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* 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 11.2(f)(i), from the date Western Power received the *electricity transfer application* under clause 11.2(a); and
 - (B) otherwise, from 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 (Obligations 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*, then the *lodgement fee* for a new *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 *exit point* is, or will be, *contestable* under clause 13.2.

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

13.2 Rules for contestability

Western Power must determine that an *exit point* is *contestable* where:

- (a) Western Power has previously determined that the *exit point* is *contestable*; or
- (b) the latest 12 months' actual *consumption* at the *exit point* is equal to or greater than the *contestability threshold*; or

- (c) the latest 12 months' actual *consumption* at the *exit point* is below the *contestability threshold*, or 12 months actual *consumption* data does not exist, but Western Power considers, as a *reasonable and prudent person*, that the *consumption* during the next 12 months will be above the *contestability threshold*, and otherwise Western Power must determine that the *exit point* is not *contestable*.

13.3 Rejection of application

Where Western Power is not authorised under the *Act* or other *written law* to make an *access offer* for an *application* relating to an *exit point* that is not *contestable*, Western Power must reject the *application*.

{Note: Under section 54 of the *Electricity Corporations Act 2005* Western Power is prohibited from making an *access offer* to an *applicant* to provide *covered services* to that *applicant* at or for an *exit point* that is not *contestable*, except where the *applicant* is the 'Electricity Retail Corporation' (as defined in section 3 of the *Electricity Corporations Act 2005*) or a subsidiary of the Electricity Retail 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 *interval meters* and *accumulation meters*; and
- (d) a *connection point* may be more than one *attachment point* to the *network*, if each *attachment point* 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 access 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) 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 14.3(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* 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(f)(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) Western Power must determine the *contestability* of each new *exit point* created under clause 14.4(a) separately.
- (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* 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 2.5, 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 connection applications

16.1 *Connection application for a new connection point*

- (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 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
 - (ii) submit, or procure that its *retailer* submits, an *electricity transfer application* under Part B 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*.

- (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*, might require to assess the impact of the modification on the *network* and other *users*.

16.4 Connection application to modify or augment the network

- (a) An *applicant* who seeks to modify or *augment* the *network* other than under clause 16.1 must submit a *connection application* on the applicable *connection application form*.

{Note: This might apply to, for example, a developer seeking to service a subdivision, a builder seeking a temporary supply, or a person seeking to relocate network assets.}

- (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.

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.

18. Informal discussions

18.1 Applicant may contact Western Power

Prior to lodging a *connection application* with Western Power, an *applicant* may contact Western Power, where the *applicant* expects, in good faith, to proceed to a *connection application*, to discuss the proposed *connection application*, including to request a preliminary assessment under clause 19.3, and Western Power must engage in such 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

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, provided it does not affect the timing and cost of processing *applications* currently in the *queue*; and
- (b) for the purposes of processing *applications* currently in the *queue*, such work is to be disregarded; 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*.}

18.3 Informal discussions not binding

The 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 discussions under this clause 18.

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 with regards to the *connection application* (if requested); and
 - (ii) the time by which Western Power expects to make an *access offer*; and

- (iii) whether the *connection application* has caused Western Power to give a notice under clause 24.7 to any person or, if this cannot reasonably be determined in the timeframe to give the *initial response*, the time by which Western Power expects that it will be in a position to know whether the *connection application* will cause Western Power to give a notice under clause 24.7 to any person.
- (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:

- (a) 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*; and
- (b) if it is likely that *works* will be required – operational and technical details of the *works*; and
- (c) 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
- (d) 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
- (e) Western Power’s proposal for processing the *application*, if applicable under clause 20.2.

19.4 Progress reporting

- (a) An *applicant* must upon request by Western Power (which request will not be made more frequently than once per month) provide a progress report to Western Power containing information in reasonable detail regarding its *connection application*, including whether there has been any material change in any information previously provided by the *applicant*.
- (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 1 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) during informal discussions under clause 18, an *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*; or
 - (ii) an *applicant* has submitted a *connection application*,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 *connection application*.
- (b) The total of the costs referred to in clause 20.1(a) must not exceed 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*.
- (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

Where Western Power expects that it will seek to recover costs from an *applicant* under clause 20.1:

- (a) 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
- (b) the *applicant* may request amendments to the scope of work in the proposal, in which case Western Power must negotiate in good faith with the *applicant* regarding the proposal; and

{Note: This might occur, for example, where the *applicant* is able to perform some of the works itself.}

- (c) the *applicant* may reject the proposal, in which case the *connection application* and any associated *electricity transfer application* are deemed to have been withdrawn; and
- (d) 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 *applications*.

20.3 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.

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. First come, first served principle

Subject to the *queuing rules*, Western Power must ensure that *connection applications* are processed in accordance with the *first come, first served* principle.

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 22, regardless of whether the user makes a concurrent *connection application* at that or another *connection point*.

24. Queuing rules

24.1 When *queuing rules* apply

- (a) The *queuing rules* apply only where there are *competing connection applications*.
- (b) The *queuing rules* apply to determine the *priority* of an *applicant's connection application* in the *queue*.

24.2 Initial *priority* of a *connection application*

- (a) Subject to clauses 24.3 and 24.10, the *priority* of an *applicant's connection application* in a *queue* is to be determined by reference to the time at which the *application* is lodged (which is the time at which Western Power actually receives the *connection application*) or deemed to be lodged under this *applications and queuing policy*, as applicable.
- (b) If an *applicant* submits more than one *connection application*, then the *applicant* has a different *priority* in respect of each *connection application*, and every reference in the *queuing rules* to the *applicant's priority* is to be read as a reference to the *applicant's priority* in respect of the relevant *connection application*.

24.3 When *queuing rules* do not apply

The *queuing rules* do not apply to a *transition application*.

24.4 More than one *queue*

Under clause 24.2(a), there may from time to time be more than one *queue* in respect of a *network*.

{Example: One group of *applications* may relate to new *generation* projects in one part of a *network* and another group of *applications* may relate to new *consumers* at an industrial area at a different part of the *network* and each group of *applications* may be in a separate *queue*.}

24.5 When *bypass* is permitted

Subject to the process in clauses 24.7 to 24.9, *bypass* is permitted:

- (a) to the extent necessary to better achieve the *Code objective*; or
- (b) to the extent necessary to allow a supplier of last resort (as defined in the section 67 of the Act) to comply with its obligations under Part 5 of the Act; or
- (c) to the extent necessary to allow a default supplier (as defined in the section 59 of the Act) to comply with its obligations under section 59 of the Act; or
- (d) if required under a Law.

24.6 When the *bypass* test might be satisfied

Without limiting clause 24.5, circumstances where the *bypass* test in clause 24.5 might be satisfied include:

- (a) where a *connection application* that has earlier *priority* in a *queue* cannot, and a *connection application* with later *priority* can, presently proceed to a *signed access contract* or otherwise progress through the *applications* process, for example because:
 - (i) the *applicant* with earlier *priority* has not obtained environmental or other approvals that it requires in order to proceed; or
 - (ii) of delays in processing the *connection application* that has earlier *priority* caused by the arbitration of an *access dispute*;
- or
- (b) where an *applicant* fails to use reasonable endeavours to progress its *connection application* in accordance with this *applications and queuing policy*; or
- (c) where the *connection application* is frivolous, vexatious or was not made in good faith.

24.7 Western Power to give notice

If Western Power considers that the *bypass* test in clause 24.5 is satisfied in relation to a *connection application*, it must give the *applicant* a notice (subject to clause 6.2) setting out in reasonable detail the basis on which Western Power considers that the *bypass* test in clause 24.5 is satisfied and requiring the *applicant* to either:

- (a) if possible, progress the *application*; or
- (b) otherwise provide information to Western Power demonstrating why the *connection application* should not be bypassed.

24.8 Western Power may bypass after fresh determination

At least 20 *business days* after giving a notice under clause 24.7, Western Power must make a fresh determination, having regard to all relevant material, including anything which has occurred, and any information provided, since the notice was given under clause 24.7, whether the *bypass* test in clause 24.5 is satisfied. If Western Power considers that the *bypass* test in clause 24.5 is satisfied, it may *bypass* the *connection application* to the extent permitted under clause 24.5.

24.9 Western Power to provide reasons for bypass

If Western Power *bypasses* a *connection application* under clause 24.8, Western Power must (subject to clause 6.2) provide reasons to the *applicant* for its decision to *bypass* the *connection application* including information in reasonable detail explaining on what basis Western Power determined that *bypassing* the *connection application* was necessary to better achieve the Code objective under clause 24.5.

24.10 Connection applications in relation to tender projects

- (a) If:
- (i) two or more *applicants* notify Western Power that they are competing under a tender process, with respect to new *generating plant*; and
 - (ii) only the *applicant* that is successful in its bid will proceed with an access *contract*,

then Western Power must assign the same *priority* to those of the *connection applications* that are *competing*, equal to the *priority* of the earliest such *connection application*.

- (b) If an *applicant* who has been unsuccessful in a tender process under clause 24.10(a) decides to continue with a *connection application*, then the *priority* of the *connection application* become the *priority* the *connection application* would have had based on the date the *applicant* submitted the *connection application*.

24.11 Processing of connection applications not affected

Nothing in the *queuing rules* prevents Western Power from processing more than one *connection application* concurrently.

24.12 Priority of withdrawn connection applications

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

24.13 Priority of amended *connection applications*

- (a) Subject to clause 24.13(b), an amended *connection application* has the same *priority* as the original *connection application*.
- (b) Subject to clause 24.13(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 date of *priority* subsequent to the original *connection application* is materially prejudiced in terms of the likelihood, timing, cost and terms of its 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* and the notional supplementary *connection application* has *priority* according to the time of amendment; but
 - (ii) otherwise – the amended *connection application* has *priority* according to the time of amendment.
- (c) For the purposes of clause 24.13(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*.

24.14 Dormant applications

- (a) Where Western Power holds the opinion as a *reasonable and prudent person* that it is unlikely that an *access offer* will be *signed* in respect of an *applicant's dormant application*, and Western Power has received a *competing application*, then Western Power must give the *applicant* a notice requiring the *applicant* to provide information to Western Power demonstrating why the *dormant application* should not be taken to have been withdrawn by the *applicant*.
- (b) At least 20 *business days* after giving a notice under clause 24.14(a), Western Power must make a fresh determination, having regard to all relevant material including anything which has occurred, and any information provided, since the notice was given under clause 24.14(a) whether the *dormant application* should be taken to have been withdrawn by the *applicant*.

- (c) If Western Power makes a determination under clause 24.14(b) that the *dormant application* should be taken to have been withdrawn by the *applicant* then the *dormant application* is deemed to have been withdrawn by the *applicant*.

24.15 Existing access contracts and determination of spare capacity

In determining whether there is sufficient *spare capacity* to provide *covered services* requested in a *connection application*, Western Power must assume that any existing *access contract* will be renewed in accordance with the terms of that *access contract*.

24.16 Provision of information about position in queue

Western Power must make known to any *applicant* with a *connection application* in a *queue*, or to any existing *user* with a *conditional access contract* under clause 4.8:

- (a) in respect of each *competing connection application* in the *queue*:
 - (i) the fact that the *competing connection application* exists in the *queue*; and
 - (ii) whether the *competing connection application* is ahead of, or behind, the *applicant's* position in the *queue*;and
- (b) a description of the circumstances which caused the *connection applications* in the *queue* to be *competing connection applications* (including information in reasonable detail regarding the aggregated *capacity* requirements of those *competing applications* which are ahead of the *applicant* in the *queue*); and
- (c) the likely time until the making of an *access offer* and the commissioning of any necessary *augmentation* in respect to the *competing connection application*; and
- (d) except to the extent that it is prevented from doing so by clause 6.2, in respect of each *competing application* in the *queue*:
 - (i) 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*.

24.17 When Western Power is to provide queue information

Western Power must provide the information in clause 24.13:

- (a) as part of the *initial response* to an *application* to the extent Western Power is reasonably able to do so, but in any case as part of the preliminary assessment under clause 19.3 with respect to an *application*; and
- (b) at any time after a reasonable request by the *applicant* for updated information; and
- (c) as soon as practicable after a material change in the information previously notified under this clause 24.17, including when information of the kind referred to in clause 24.16(d) which was previously withheld on the ground that Western Power was prevented from doing so by clause 6.2 is no longer entitled to be withheld on that ground.

25. Additional terms of the access offer

25.1 Terms under *contributions policy*

Western Power must include as terms of the *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 *access offer*.

26. Making the access offer

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*.

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

(a) 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.

(b) 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.

(c) 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.

(d) 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 irrecoverability 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.

(e) 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.

(f) Governing Law

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

(g) 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.