

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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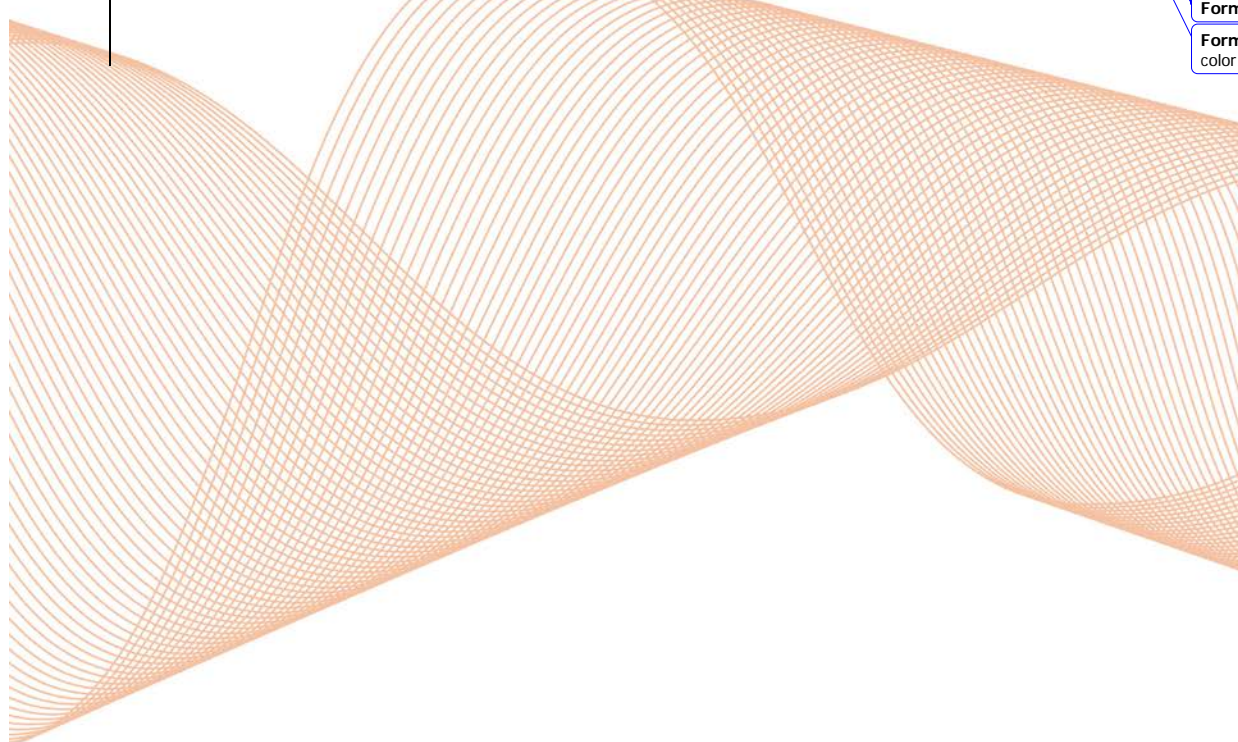
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Part A - Common Provisions

1. Operation and objective

1.1.1 Operation of this applications and queuing policy

This applications and queuing policy operates in the manner shown in Figure 4:Figure 1 (next page).

1.2 Objectives

The objectives of this applications and queuing policy are:

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

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

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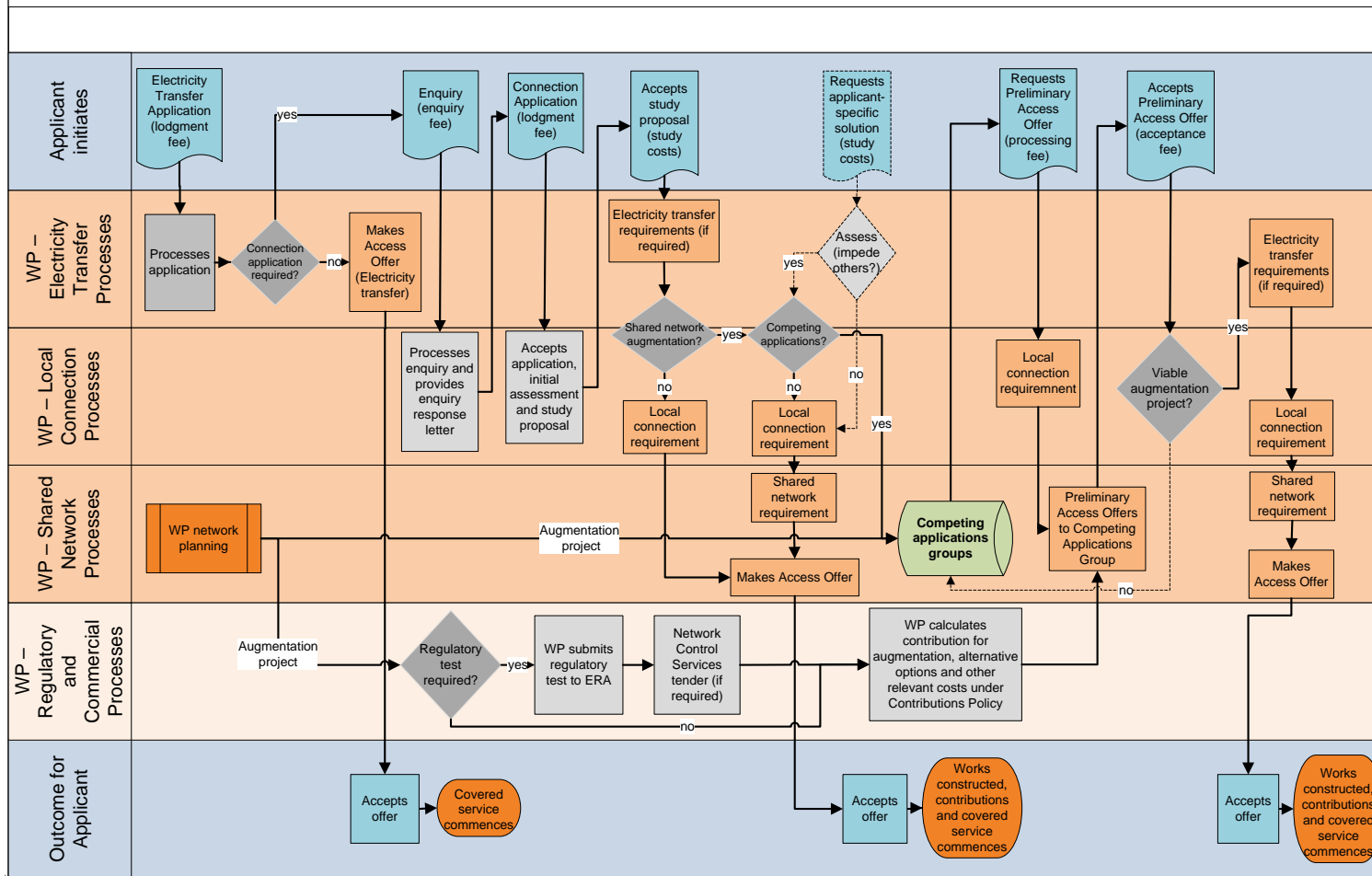
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Figure 1: Access, Connection and Transfer Applications Policy – Process Overview



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[Figure 1: Applications process](#)

2. Introduction

2.1 Definitions

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

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

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“**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):

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(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

(i) anything connected with or arising out of a proposed contribution; and

(ii) a matter heard under section 15.7; and

(iii) anything connected with or arising out of Appendix 8; and

(iv) 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*”.

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“**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*.

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“**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*.

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

(a) *works funded solely by the applicant whether by direct funding or through payment of tariffs and/or contributions by that applicant and not involving another applicant, or*

(b) *an operational solution involving only that applicant, or*

(c) *a combination of works funded solely by the applicant and an operational solution.*

“**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*.

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“**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*.

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“**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*.

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“**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*.

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“**competing applications group**” means a number of *applications* that are competing for access to limited *network capacity* and have been grouped together by Western Power.

“**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*,

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

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“**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

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(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.

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“**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:

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- (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,

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{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:

- (e) an *exit point*; or
- (f) an *entry point*; or
- (g) a bidirectional point;

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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.

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“**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*,

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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.

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“**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*.

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

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

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“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*.

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“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*.

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“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 *enquiry or 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*”.)}

“**Network Control Services**” has the meaning given to Network Control Service in the *Market Rules*.

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

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

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

“**preliminary acceptance**” has the meaning given to it in clause 24.5(a)(i).

“**preliminary access offer**” mean an indicative and non-binding *access offer* that is made to an applicant within a *competing applications group*.

“**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*.~~

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

“**priority date**” has the meaning given to it in clause 3.2.

“**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.

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

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

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

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

“spare capacity” means the *capacity*, from time to time, of the *network*, as configured at the time of an *application*, to provide 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.

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“**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.

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2.3 Interpretation

- (a) Unless:
 - (i) the contrary intention is apparent; or
 - (ii) the term has been redefined in clause 42,

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.

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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.~~

(a) Unused

- (b) To the extent permitted by law, an application made prior to the current access arrangement period date of commencement of this applications and queuing policy shall be deemed to have been made under this applications and queuing policy, with the same priority as the initial date being the date it was lodged under the previous version of the applications and queuing policy but if the application was taken to be amended under that version of the policy such that its priority was determined by the time of amendment then the priority date is that time of amendment.

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(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.

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2.5 Supplementary matters apply

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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.

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2.6 Exercising an option not affected

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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.

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3. -The application

3.1 Applications to be made in good faith

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

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3.2 Commencing the application process

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(a) The *application* process is commenced by the *applicant* submitting: an enquiry to Western Power.

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(b) Following Western Power's response to the enquiry, the applicant must submit:

(a)(i) an *application* to Western Power on the appropriate *application form*; or

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(b)(ii) where permitted under this applications and queuing policy, notice to Western Power,

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that is *complete*.

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(c) Western Power will stamp complete applications with the date on which the applications are lodged and complete, and this date will be the priority date. The priority date may change in accordance with the provisions of clause 24A.

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3.3 Applicant to be market participant

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

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(i)(a) must submit an *electricity transfer application*; and

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

3.4 Related electricity transfer application and connection application

Where

- (a) a *retailer* seeks to obtain or modify an *exit service* or an *entry service* or a *bidirectional service* 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*.

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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,

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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*.

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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*:

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- (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).

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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;

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- (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

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(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

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(f) a full description of any exemptions to the *technical rules* sought by the *applicant* under Chapter 12 of the *Code*.

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3.8 One electricity transfer access contract per connection point

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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

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

(a) Western Power may treat that estimated or forecast information as factual information; and

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(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.

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3.10 Errors or omissions in an application

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(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.

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(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.

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(c) If Western Power has notified the *applicant* under clause 3.10(a), the *applicant* must amend the *application* to remedy the material error or omission within 20 business days, or the *application* and, as applicable, any associated electricity transfer application or connection application will be deemed to have been withdrawn.

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(d) If remedying an error or omission in an *application* amounts to a material amendment to the *application*, clause 24.1324A 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*.

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(b) If Western Power has notified the *applicant* under clause 3.11(a), the *applicant* must amend the *application* to provide the additional information within 20 business days, or the *application* and, as applicable, any associated electricity transfer application or connection application will be deemed to have been withdrawn.

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(c) If providing additional information for an *application* amounts to a material amendment to the *application*, clause 24.1324A applies.

3.12 Western Power must be expeditious and diligent

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

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3.13 Amendment and withdrawal of application

(a) An *applicant* may at any time, by notice in writing to Western Power, amend an *application*.

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(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*.

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(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~~Unused.

- (e) Without limiting this clause 3.13, an amendment to an *application* may include a change to the identity of the *applicant* in which case the other information in the *application* must also be amended.

3.14 Applications do not expire

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

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3.15 Network Planning

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

4. The access offer

4.1 Access offer to be signed by Western Power

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

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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*.

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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*.

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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*.

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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. For the avoidance of doubt, Western Power may require a condition precedent in the access contract that:

- (a) The works involved in providing access to the applicant pass a regulatory test (if required); and
 - (b) Other applicants that:
 - (i) are in the same competing applications group as the applicant; and
 - (ii) have been or are subsequently offered access contracts,
- enter those access contracts with Western Power and that any conditions precedent in those access contracts are fulfilled.

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4.6 Objectives with regard to conditions precedent

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

- (a) conditions precedent in *access contracts* should facilitate the development of electricity *consuming* and *generating* projects and provide flexibility; and
- (b) conditions precedent should not unduly impede the ability of Western Power to provide *covered services* to *competing applicants* 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*.

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4.7 Conditions precedent and determination of spare capacity

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

4.8 Conditions precedent not longer than 8 months

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- (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.

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{Note: this might mean sharing the costs of *augmentation* as calculated under the *contributions policy*, or some other means of resolving the conflict.}

- (c) If no agreement is reached under clause 4.8(b), then *either Western Power or the user* may *either*:

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- (i) terminate the *access contract*; or
- (ii) waive any conditions precedent that are for the benefit of ~~the user~~that party if that would result in the *access contract* becoming unconditional; or
- (iii) refer this matter to the *Arbitrator* as an *access dispute*.

4.9 Security

(a) Subject to clause 4.9(b), if there is a material risk that the *applicant* will be unable to meet any or all of its liabilities under an *access contract* resulting from the *applicant's application*, then Western Power may require the *applicant* to procure:

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(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

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(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,

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(b) If an *applicant* has an unqualified credit rating of at least:

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- (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).

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(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.

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(d) Western Power may perform a security assessment under this clause 4.9 prior to making an *access offer*.

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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.

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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.

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(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:

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(a) *sign* the *access offer*, thereby entering into an *access contract* or modifying an existing *access contract*, as applicable; or

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(b) by notice to Western Power reject the *access offer* and request amendments to the *application*; or

(c) by notice to Western Power withdraw the *application*,

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

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5.3 If applicant rejects access offer and requests amendments

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

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~~(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~~

(e) ~~make a further access offer to the applicant as soon as practicable in accordance with this applications must negotiate in good faith regarding the application, but if Western Power, and queuing policy the applicant have not signed an access contract (including an access contract with conditions precedent) within 30 business days, then the application and any, as applicable, associated electricity transfer application or connection application will be deemed to have been withdrawn.~~

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5.4 If applicant accepts access offer

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

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- (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*.

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5.5 Access/Connection application ceases to exist after signing

Upon ~~an both Western Power and the applicant signing an access offer/contract, and any conditions precedent in the access contract being fulfilled~~, the *application* in responserelation to which the *access offer/contract* was ~~made/entered~~ ceases to exist.

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6. Confidentiality

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6.1 Confidential information

Information which Western Power is required to disclose under clauses 24.16(a), 24.16(b), 18.2A, 24.9(a), 24.9(b), or 24.16(e)24.9(c) is not confidential information.

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6.2 Confidential information must not be disclosed

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

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- (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

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- (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.

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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:

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- (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*.

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(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*.

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(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*.

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- (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*,

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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*.

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(i) within 10 business days of receiving the *complete electricity transfer application*; or

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(ii) within 5 business days of an *access offer* being signed by an *applicant* for any associated *connection application*,

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whichever is later.

7.2 Where applicant seeks a non-reference service

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(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*.

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(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*.

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(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*).

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(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

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

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7.4 Variation from this applications and queuing policy

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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.

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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*.

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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*:

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(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.

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(b) Western Power must not process the *customer transfer request* if it determines under clause 13 that the *exit point* is not *contestable*.

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(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.

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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:

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(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:

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- (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*.

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(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:

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- (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:

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- (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 date* of such *connection application* shall be determined:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 10.1(d)(i), from the date Western Power received the *electricity transfer application* *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*.

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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*, date of such *connection application* shall be determined:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause ~~10.2(e)(i)~~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*.

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10.3 More than 1 change or modification within 12 months

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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~~10.2,

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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:

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- (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,

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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*.

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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.

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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.

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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

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(ii) the *priority*, date of such *connection application* shall be determined:

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- (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*.

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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.

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(b) If an *applicant* makes an *application* under clause 12(a), then:

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- (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*.

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13. Contestability assessment

13.1 Western Power must perform contestability assessment

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(a) When:

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- (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.

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

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13.2 Rules for contestability

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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*,

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and otherwise Western Power must determine that the *exit point* is not *contestable*.

13.3 Rejection of application

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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

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

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- (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

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- (d) a *connection point* may becomprise more than one *attachment point* to the network, if provided that each *attachment point* is to the same lot or premises and is operated at the same voltage; and
- (e) a *connection point* must have one and only one *controller* at the *connection point*; and
- (f) a *connection point* must have only one type of *exit service*, if any, and only one type of *entry service*, if any, and only one type of *bidirectional service*, if any; and
- (g) a *connection point* must have only one applicable *loss factor*.

14.2 One NMI per connection point

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

14.3 Combining multiple connection points into a single connection point

- (a) A person may make an *electricity transfer 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 date* of such *connection application* shall be determined:

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- (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*.

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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 date* of such *connection application* shall be determined:

- (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 14.4(f)(i), from the date Western Power received the *electricity transfer application* under clause 14.4(a); and

- (B) otherwise, from the date Western Power received the *complete connection application*.

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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.

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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.

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Part C – Connection ~~Applications~~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:

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- (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.

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16.2 Connection application for an increase or decrease of contracted capacity

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- (a) If, after processing an *electricity transfer application* under clause 40-210.2, 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*.

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- (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.

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16.3 Connection application to modify generating plant

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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*.

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16.4 Connection application to modify or augment the network

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- (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*.

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{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.}

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- (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.

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16.5 Opt-out of competing applications group process

An applicant may, at the time of making a connection application under clause 16, elect that the connection application is to be processed as an applicant-specific solution and is not to be considered as part of a competing applications group. Western Power will process such a connection application as an applicant-specific solution and will not consider it as part of a competing applications group.

17. Lead time for connection applications

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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.

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18. Informal 17A. Pre-enquiry discussions

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18.1 17A.1 Applicant may contact Western Power

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

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17A.2 Informal discussions not binding

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

17A.3 Provision of information on request

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

17A.4 Provision of Confidential Information

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

18. Enquiry stage

18.1 Compulsory enquiry notification

Where an *applicant* expects, in good faith, to proceed to a *connection application*, then prior to ~~discuss~~lodging a *connection application* with Western Power, the *applicant* must lodge an *enquiry* with Western Power to notify Western Power of the proposed *connection application*, ~~including to and may~~ 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*.

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18.2 Applicant may request studies and information

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

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~~(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~~

~~(a)(b) unused; and~~

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~~(b) for the purposes of processing applications currently in the queue, such work is to be disregarded; and~~

(c) clause 20 applies.

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

Informal 18.2A Western Power to issue an enquiry response letter at conclusion of enquiry stage

(a) At the conclusion of the *enquiry* stage, Western Power must issue an *enquiry* response letter to the *applicant* setting out:

(i) a description of the information required for a *complete application*, and the results of any assessment that it may have carried out to indicate the extent of any *spare capacity* available to provide *covered services*.

(ii) the existence of any *competing applications*; and

(iii) any constraints known to Western Power on the ability of the *network* to provide the *capacity* proposed as *contracted capacity* in the *connection application* by the *applicant*.

(b) Western Power will provide the *enquiry* response letter to the *applicant* within 20 business days of the lodgement of the *enquiry*, or within 20 business days of completion of any system studies or other *works* requested by the *applicant* under clause 18.2. If not all the information is available within that timeframe, Western Power will provide the *applicant* with as much information as possible within 20 business days and an estimated time, being not greater than 20 business days, when the balance of the outstanding information will be provided.

18.3 Enquiry response letter and discussions not binding

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

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18.4 Fee payable

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

19. Reporting during the processing of the connection application

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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:

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(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

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(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.~~

(iii) unused

(b) If, by the time by which Western Power is required to give an *applicant* an *initial response* under clause 19.1, Western Power has given the *applicant* an *access offer*, Western Power is not required to provide an *initial response* to the *applicant*.

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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*.

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19.3 Preliminary assessment

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

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- (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

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(a2) whether any other *applications* are competing with the *application* and the possible grouping of the *application* with competing *applications* into one or more competing *applications groups*; and

- (b) if it is likely that *works* will be required — operational and technical details of the *works*; and

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- (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.

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19.4 Progress Updates and progress reporting

- (a) An *applicant* must upon request by advise 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 if there has been any is a material change in any information previously provided by the *applicant*: as part of the *applicant’s application*.

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- (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 4-one month following the provision of an *initial response*) provide a progress report to the *applicant* containing information in reasonable detail regarding the processing of the *connection application*, including whether there has been any material change in any estimates of scope, costs or times, either for processing the *connection application* or for any *works* that might result from the *connection application*, previously provided by Western Power.

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20. Connection application costs

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20.1 Applicant must pay costs

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(a) If:

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- (i) ~~during informal discussion~~the *applicant* lodges an *enquiry* under clause ~~18, an~~18, and the *applicant* requests Western Power to perform any system or other studies, prepare detailed cost estimates or do any other work to assist the *applicant* prior to the *applicant* lodging a *connection application*; ~~or~~

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- (ii) an *applicant* has submitted a *connection application*, ~~and has agreed for Western Power to perform any system or other studies, prepare detailed cost estimates or do any other work to process the application, under clause 20.2 or clause 20.3; or~~

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- (iii) an actual or prospective *applicant* has sought information or assistance from Western Power and Western Power has agreed to perform any system or other studies, prepare detailed cost estimates or do any other work to provide, or in connection with, that information or assistance,

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

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- (b) The total of the costs referred to in clause 20.1(a) must not exceed a genuine pre-estimate of the reasonable costs which would be incurred by a prudent *service provider*, acting efficiently and in good faith, in accordance with *good electricity industry practice*, seeking to achieve the lowest practicable cost of processing the *connection application*.

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(b1) For the avoidance of doubt, Western Power may charge applicants other fees and charges in addition to the costs referred to in this clause, and the provisions of clause 20.1(b) do not apply to such other fees and charges. Such fees include the application fees referred to in clause 7.1, the enquiry fee referred to in clause 18.4, the preliminary offer processing fee referred to in clause 24.3, and the preliminary acceptance fee referred to in clause 24.5(b).

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

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20.2 Processing proposal

(a) Where Western Power expectsconsiders that to process a connection application, or in connection with any request for information or other assistance made to it will seek to recover costs fromby an actual or prospective applicant, it must perform any system or other studies, prepare detailed cost estimates or do any other works or where an applicant requests a study under clause 20.420.3 then:

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(a)(i) Western Power must provide a proposal to the applicant outlining the scope, timing and a good faith estimate of the likely costs to be incurred for processing the connection, application, and/or otherwise undertaking the studies, cost estimates or other works; and

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(b)(ii) the applicant may request amendments to the scope of work in the proposal, in which case Western Power and the applicant must negotiate in good faith with the applicant regarding the proposal. In the case of a connection application which has been lodged, if Western Power and the applicant have not agreed within 60 business days on the scope of the work in the proposal, then the connection application and any associated electricity transfer application will be deemed to have been withdrawn; and

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

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(c)(iii) the applicant may reject the proposal, and in whichsuch case where a connection application has been lodged then the connection, application and any associated electricity transfer application are deemed to have been withdrawn; and

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~~(iv)~~ (if applicable) the *applicant* may at any time request Western Power to cease processing the *connection application*, in which case the *connection application* and any associated *electricity transfer application* are deemed to have been withdrawn and Western Power must cease all work on the *applications*.

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(b) Where Western Power spends the costs paid to it by an *applicant* under clause 20.1(a) in processing the *connection application* or otherwise undertaking the requested cost estimates, studies or other work and requires further payment to cover its actual costs in completing the proposal, then it will notify the *applicant* of the reasons for these higher costs and will make a proposal for payment of such additional costs, and Western Power's proposal under this clause will be dealt with under clause 20.2(a) as though it was an original proposal.

(c) Where Western Power has charged an *applicant* costs under clause 20.1(a), then at the time of making an *access offer* to that *applicant* or at the time an *application* is withdrawn (whichever is earlier):

(i) If Western Power's actual costs are less than the costs that it has charged, Western Power must refund the unexpended portion of those costs; or

(ii) If Western Power's actual costs are more than the costs that it has charged, Western Power may charge an additional fee to cover the reasonable costs in excess of the fee it charged, and the *applicant* must pay any such additional fee.

(d) To avoid doubt, in this clause 20.2 references to an *applicant* may extend to a prospective *applicant*.

20.3 Applicant-specific solution option

(a) An *applicant* may request Western Power to perform a study of the nature and costs of an *applicant-specific solution* to satisfy the *connection application*. Subject to agreement being reached under clause 20.2(a) in respect of that study, the *applicant* must pay the costs of that study. Western Power will endeavour, subject to receiving any necessary cooperation from the *applicant*, to complete the study within 60 business days.

(b) Once Western Power has completed the study, it must provide:

(i) existing users that Western Power considers may be impeded; and

(ii) any *competing applicant* that was within the same *competing applications group* as the *applicant*.

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

(c) An existing *user* and *competing applicant* may object to the *applicant-specific solution* within 30 business days on the grounds that the *applicant-specific solution* would impede Western Power's ability to provide *covered services* to that existing *user* or to provide the *covered services* that are sought in a *competing application* to a *competing applicant* compared with what the position would be if the *applicant-specific solution* were not implemented.

(d) Western Power will evaluate the objection within 40 business days of it being lodged and if it agrees that the *applicant-specific solution* would impede Western Power's ability to provide *covered services* to an existing *user* or to provide the *covered services* that are sought in the other *connection application* to a *competing applicant*, then it must either decline to offer an *applicant-specific solution* to the *applicant* or modify the *applicant-specific solution* so that the *applicant-specific solution* would not impede Western Power's ability to provide *covered services* to an existing *user* or the *covered services* that are sought in another *connection application* to a *competing applicant*. If Western Power elects to modify the *applicant-specific solution* then it must provide a further opportunity to object under clause 20.3(c) to existing *users* and *competing applicants* that Western Power considers may be impeded by the *applicant-specific solution*.

(e) If:

(i) no objections are made to an *applicant-specific solution*; or

(ii) Western Power evaluates under clause 20.3(d) that an *applicant-specific solution* (whether the original *applicant-specific solution* or a further *applicant-specific solution* developed following modification under clause 20.3(d)) would not impede Western Power's ability to provide *covered services* to an existing *user* or to provide the *covered services* that are sought in another *connection application* to a *competing applicant*,

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

20.3A Interaction between *applicant-specific solutions* and *competing applications* groups

For the avoidance of doubt, an *applicant* may seek an *applicant-specific solution* at any time while its application is under consideration. Where an *applicant* seeks an *applicant-specific solution* under clause 20.3 above, its *application* will, subject to

clauses 16.5 and 24.1(b2), continue to be considered as part of any relevant competing applications group.

20.3 20.4 Disputes may be referred to Arbitrator

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

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20.5 Use of Engineering Firms to provide Studies

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

20A. Unpaid fees or charges

Where any fees or charges under this applications and queuing policy remain unpaid by an applicant more than 60 business days after they are levied or charged, then Western Power will send a final notice to the applicant demanding payment of the fees or charges (“final notice”). Where the applicant has not paid the fees or charges within 7 business days of the date of Western Power’s final notice, the applicant’s application and any associated electricity transfer application are deemed to be withdrawn.

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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*.

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~~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.~~

~~22. Unused~~

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 ~~2224~~ and clause 24A, regardless of whether the *user* makes a concurrent *connection application* at that or another *connection point*.

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24. Queuing rules

24.1 When *queuing rules* apply

~~(a) 24. The *queuing rules* apply only where~~ **Where there are competing *connection applications*.**

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~~(b) The *queuing rules* apply to determine the *priority* of an *applicant’s connection application* in the *queue*.~~

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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~~

24.1 Formation of competing applications groups

(a) Where Western Power assesses that an application is competing with other applications then Western Power will, subject to clause 16.5, manage competing applications by forming them into one or more competing applications groups and assessing a single set of works for shared assets required to meet some or all of the requirements of each competing applications group. To avoid doubt, where there are more than two competing applications Western Power may form all the competing applications into one competing applications group or it may form them into two or more competing applications groups as Western Power considers appropriate given the nature of the applications, including how the competing applications impede each other in respect of network constraints, the size of the capacity sought in each of the competing applications, and the current level of spare capacity.

(b) An application may be sorted into more than one competing applications group where Western Power considers this appropriate given the nature of the application (for example where the application competes with certain other applications in respect of one network constraint and with certain other applications in respect of another network constraint).

(b1) Western Power will notify an applicant within 30 business days of the application if it has sorted the application into one or more competing applications groups.

(b2) Where Western Power notifies an applicant under clause 24.1(b1) that the application has been sorted into one or more competing applications groups, then the applicant may choose by notice to Western Power at any time that it does not wish to be considered in one or more of the competing applications groups. Western Power will accept the choice of the applicant.

(c) To the extent necessary to allow-:

(b) (i) 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

(e) to the extent necessary to allow a (ii) a default supplier (as defined in the section 59 of the Act) to comply with its obligations under section 59 of the Act.

(d) if required under a Law.

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

24.2 Notice of intention to prepare a preliminary access offer

Where Western Power considers that a single set of *works* for *shared assets* may meet some or all of the requirements of the *applicants* within a *competing applications group*, it will issue a notice of intention to prepare a *preliminary access offer* to all *applicants* within that *competing applications group*, and charge a preliminary offer processing fee (provided that such preliminary offer processing fee is not payable by an *applicant* who under clause 24.3(b) elects to opt out of the *competing applications group* or who under clause 24.3(c) withdraws their application).

24.3 Response to notice of intention to prepare a preliminary access offer

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

- (a) agreeing to have their application considered within a *competing applications group* and paying the preliminary offer processing fee as specified in the *price list*. By paying the preliminary offer processing fee, *applicants* demonstrate the good faith of their intention to proceed to an *access contract*, and as such the preliminary offer processing fee is non-refundable. Where the *applicant* subsequently enters an *access contract*, the preliminary offer processing fee will be counted towards any contribution payable under the contributions policy, or where it exceeds any contribution payable under the contributions policy, the excess will be offset against amounts payable under that *access contract*; or
- (b) advising that they wish to opt out of the *competing applications group*, in which case they will be treated as having made an *application* for an *applicant-specific solution* and the *applicant's connection application* will be processed as an *applicant-specific solution* in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy; or
- (c) withdrawing their *application*.

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

24.4 Western Power's actions following response to the notice of intention to prepare a preliminary access offer

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

24.5 Response to preliminary access offers

- (a) Applicants must respond to the preliminary access offers within 30 business days after receipt of the preliminary access offers, by indicating in good faith in writing either:
- (i) that it would accept such a preliminary access offer if it were an access offer ("preliminary acceptance"). For the avoidance of doubt, such a preliminary acceptance does not give rise to a contract; or
 - (ii) that it would reject such a preliminary access offer if it were an access offer and would request an amendment to the preliminary access offer. In this case Western Power and the applicant must negotiate in good faith regarding the form of the preliminary access offer, but if Western Power and the applicant have not agreed on the form of the preliminary access offer within 30 business days, then the applicant will, unless it notifies Western Power that it wishes its connection application and any associated electricity transfer application to be taken to be withdrawn, be treated as having made an application for an applicant-specific solution and the applicant's connection application will be processed as an applicant-specific solution in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy; or
 - (iii) that it would not accept such a preliminary access offer if it were an access offer, in which case the connection application and any associated electricity transfer application are deemed to have been withdrawn.

(b) Where applicants respond under either clause 24.5(a)(i) or clause 24.5(a)(ii), they must pay within 30 business days a preliminary acceptance fee as specified in the price list to Western Power as a demonstration of good faith in their intention to proceed to an access contract. The preliminary acceptance fee is non-refundable but, where the applicant subsequently enters an access contract, the preliminary acceptance fee will be counted towards any contribution payable under the contributions policy, or where it exceeds any contribution payable under the contributions policy, the excess will be offset against amounts payable under that access contract.

24.6 Subsequent access offers

After reviewing the responses by all applicants to preliminary access offers under clause 24.5, Western Power will endeavour within 30 business days of receipt of responses by all applicants to preliminary access offers to:

- (a) if Western Power considers it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, it will make access offers to applicants within the competing applications group conditional on sufficient acceptance of the access offers by applicants to ensure that access can be provided to the applicants collectively for the costs nominated in the access offers; or
- (b) if Western Power does not consider it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, revise its preliminary access offer and submit those revised preliminary access offers to applicants; or
- (c) where the sum of the preliminary acceptance by applicants within a competing applications group exceeds the capacity of the proposed works, Western Power may make access offers to applicants in the order of the priority date of applications until there is no more spare capacity. If Western Power fails to make an access offer to an applicant within a competing applications group, then notwithstanding any other provision in this applications and queuing policy, the application will remain valid and retain its priority date and Western Power will refund any preliminary offer processing fee or preliminary acceptance fee paid by the applicant.

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

24.6A Minimum and Maximum levels of acceptance

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

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

24.6B Failure to achieve Minimum Levels

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

24.6C Exceeding Minimum Levels

- (a) Where the maximum levels of acceptance set out in clause 24.6A are exceeded then priority will, subject to clause 24A.5, be given to *applicants* with an earlier *priority date* in determining which *access offers* will be of effect and which of no effect. Subject to paragraph (b) below, where an *applicant's* acceptance is not effective that *applicant* ("***reallocated applicant***") will be allocated to a new *competing applications group*.

(b) In respect of the *reallocated applicant* with the highest queue priority of the *reallocated applicants*, Western Power will, where it is possible to meet the requirements of that *applicant* in part (for example supply part of the *capacity* requested by them), make a further *access offer* to them to supply those partial requirements which that *reallocated applicant* may accept or reject. Where the *reallocated applicant* rejects the *access offer* then they will be allocated to a new *competing applications group*. If the *reallocated applicant* rejects the *access offer* then Western Power will, if practicable to do having regard to the timeframes for undertaking of *works* set out in those *access offers* which have been effectively accepted, make a further *access offer* to the next *reallocated applicant* with the highest queue priority and the process in this paragraph (b) will continue until Western Power determines it is not practicable to make any further *access offers*.

24.7 Changing composition of *competing applications group*

(a) Western Power may change the composition of a *competing applications group*:

(i) to remove, at any time, *applicants* within the *competing applications group* whose *applications* have been withdrawn or been deemed to be withdrawn or *applicants* whose *applications* are to be treated, under a clause of this applications and queuing policy, as having been made for an *applicant-specific solution* (for example under clause 24.3(b), 24.5(a)(ii) or clause 24.1(c));

(ii) to add additional *applications* to a *competing applications group*, but where Western Power has already issued a notice of intention to prepare a *preliminary access offer* under clause 24.2 to *applicants* within a *competing applications group*, then Western Power will only add additional *applications* to that *competing applications group* where the additional *applications* can be added without delaying preparation of the *preliminary access offer* to the existing *applicants*.

(b) Despite clause 24.7(a), Western Power may change the composition of a *competing applications group* at any time following changes regarding the nature or location of constraints following other *network* developments, changes in *generation* or changes in loads in which case Western Power may recommence the processes under this clause 24.

24.8 Determining extent of spare capacity

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

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24.16 Provision 24.9 Types of information about position in queue

Western Power must make known to any applicant with a connection that has lodged an application in a queue with Western Power, or to any existing user with a conditional access contract under clause 4.8 with conditions precedent which have not yet been satisfied or waived:

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(a) in respect of each whether there are competing connection application in the queue:

(i) the fact that the competing connection application exists in the queue applications; and

(ii) whether the competing connection application is ahead of, or behind, the applicant's position in the queue;

(a) 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 connection applications which are ahead of the applicant in the queue); and

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(c) an estimate of 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 connection application in the queue:

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(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.

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24.10 When Western Power ~~is to provide queue~~must update information

Western Power must provide the information in clause ~~24.13~~24.9:

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~~(e)~~ 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

(a) unused;

~~(f)~~(b) at any time after a reasonable request by the *applicant, or by any existing user with an access contract with conditions precedent which have not yet been satisfied or waived*, for updated information; and

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~~(g)~~(c) as soon as practicable after a material change in the information previously notified under this clause ~~24.17~~24.10, including when information of the kind referred to in clause ~~24.16(d)~~24.9(d) which was previously withheld from disclosure on the ground that Western Power was prevented from ~~doing~~ disclosing it by clause 6.2 is no longer entitled to be withheld from disclosure on that ground.

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24.11 Concurrent consideration

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

24.12 When *clause 24 does not apply*

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

24A. *Priority dates of applications in particular circumstances*

24A.1 *Withdrawn connection applications*

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

24A.2 *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 treat each of the *connection applications* that are *competing*, as having the *priority date* of the earliest such *connection application*.

- (b) If an *applicant* that has been unsuccessful in a tender process under clause 24A.2 decides to continue with a *connection application*, then the *priority date* of the *connection application* will become the date that the *connection application* would have had based on the date the *applicant* submitted the *connection application*.

24A.3 Amended *connection applications*

- (a) Subject to clause 24A.3(b), an amended *connection application* has the same *priority date* as the original *connection application*.
- (b) Subject to clause 24A.3(c), if an amended *connection application* is materially different from the original *connection application*, and if the difference is such that an *applicant* whose *competing application* has a *priority date* subsequent to the original *connection application* is materially prejudiced in terms of the likelihood, timing, cost and terms of it obtaining access (compared with that later *applicant's* position with respect to the original *connection application*), then:
- (i) if it is possible to construe the amended *connection application* as a combination of the original *connection application* and a notional supplementary *connection application* (whether for further *capacity* or otherwise), the original *connection application* retains its *priority date* and the notional supplementary *connection application* has a *priority date* according to the time of amendment and will be treated for the purposes of this applications and queuing policy as a separate *application* with that *priority date*; but
- (ii) otherwise — the amended *connection application* has a *priority date* according to the time of amendment.
- (c) For the purposes of clause 24A.3(b), without limiting the ways in which an amended *connection application* may be materially different from the original *connection application*, an amended *connection application* is not materially different from the original *connection application* if the *capacity* sought in the amended *connection application* is less, or less than 5% more than, the *capacity* sought in the original *connection application*.

- (d) Where an *applicant* has provided a response under clause 24.3 agreeing to have their *application* considered within a *competing applications group* following receipt of a notice of intention to prepare a *preliminary access offer* under clause 24.2 and where that *applicant* subsequently amends its *connection application* then Western Power may if it considers it appropriate (having regard to all relevant factors including the impact of the amendment on other members of the *competing applications group* and on Western Power) make or amend a *preliminary access offer* based on the amended *application*.
- (e) Where Western Power does not agree to make or amend the *preliminary access offer* based on the amended *application* then in making *preliminary access offers* Western Power will treat the relevant *application* on the basis that it has not been amended.

24A.4 Network Control Services

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

24A.5 Supplier of last resort and default supplier arrangements

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

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

25. Additional terms of the *preliminary access offer* or *access offer*

25.1 Terms under *contributions policy*

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

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

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25.2 Exemptions from *technical rules*

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

26. **Making the access offer**

Western Power must, acting as a [reasonable and prudent person](#), give an *access offer* to the *applicant* as soon as practicable after the *complete connection application* is lodged, having regard to the nature of the *connection application*, [consideration of competing applications and the need \(where applicable\) for works involving shared assets in order for Western Power to be able to provide access in accordance with the Technical Code](#).

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SCHEDULE 1 FORM OF GUARANTEE

DATE []

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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**”).

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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:

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(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

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(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.

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(ii) Costs

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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;

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(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.

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(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.

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(d) Guarantee protection

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

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(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;

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- (iii) **(Secured Moneys)**: any increase or variation in the amount of the Secured Moneys occurring for any reason;
- (iv) **(document amendment)**: any amendment to or transfer, release or termination of any agreement, deed or document or any right, power or liability of any person under any agreement, whether for or without consideration;
- (v) **(enforcement decisions)**: any exercise or enforcement, or any failure or invalidity in, the exercise or enforcement by Western Power of any right or power conferred on Western Power under any agreement, deed or document or by law;
- (vi) **(invalidity)**: any actual or potential invalidity, unenforceability, illegality or irrecoverableness of any agreement, deed or document or consent or any payment made or due to Western Power under any agreement for any reason;
- (vii) **(incapacity)**: any incapacity or absence of power or authorisation of, or other fact relating to, any person in connection with the execution of any agreement, deed or document or otherwise, including any change in the constitution or membership of any person; or
- (viii) **(residual)**: any other breach, default, waiver or fact which, except for this provision, might legally operate:

- (A) to release or discharge or have any prejudicial effect on; or
 - (B) in any manner to release or discharge the Guarantor from performance of, or limit or provide a defence to any legal action to enforce,
- this Guarantee, or any liability of the Guarantor under or in connection with this Guarantee.

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(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.

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(f) Governing Law

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

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(g) General

(i) Continuing Security

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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.

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(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.

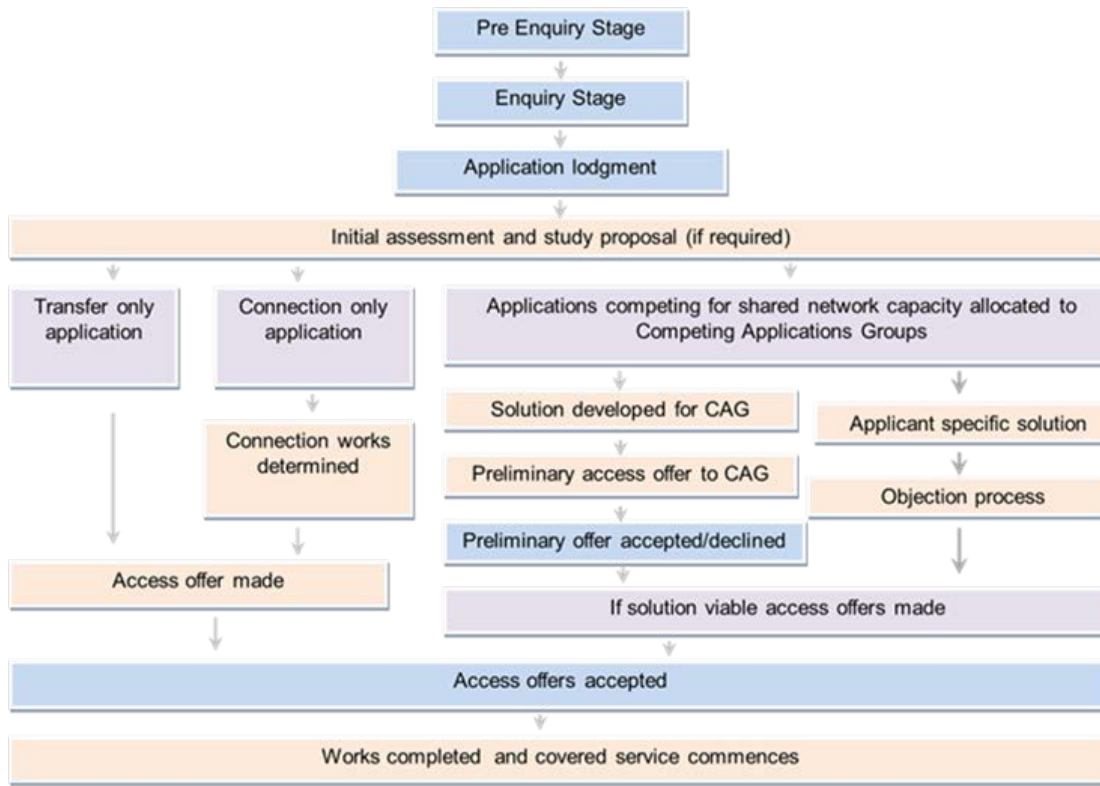
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Appendix A - Competing Applications Group process description

This appendix sets out the mechanisms and processes relating to the competing applications group through a step by step sequence description which includes clauses from the Applications and Queuing Policy and further descriptions.

High level steps of the Applications and Queuing Policy process.

For further detail please refer to the Figure 1 of the Applications and Queuing Policy



Primary information provided to applicants by Western Power

<u>Step</u>	<u>Action</u>	<u>Timing</u>	<u>Description</u>
<p><u>General provisions</u> (Clause 3.12) <u>Western Power must be expeditious and diligent</u> Western Power must process an <i>application</i> expeditiously and diligently.</p> <p>(Clause 6.2) <u>Confidential information must not be disclosed</u> Western Power, an <i>applicant</i> or a <i>disclosing person</i> must not disclose <i>confidential information</i> unless: (a) the disclosure is made to the <i>Authority</i> on a confidential basis; or (b) the disclosure, where it is made by an <i>applicant</i> or a <i>disclosing person</i>, is made to a <i>worker</i> of Western Power who is bound by an adequate confidentiality undertaking; or (c) the disclosure is made with the consent of the <i>disclosing person</i>; or (d) the disclosure is required or allowed by law, or by the <i>Arbitrator</i> 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.</p>			
<u>Enquiry</u>			
<u>Customer makes enquiry</u>			<p>An Enquiry Form will be completed and submitted to Western Power by the potential <i>applicant</i> (Clause 3.2(a)) The <i>application</i> process is commenced by the <i>applicant</i> submitting an <i>enquiry</i> to Western Power. (Clause 18.1) Where an <i>applicant</i> expects, in good faith, to proceed to a <i>connection application</i>, then prior to lodging a <i>connection application</i> with Western Power, the <i>applicant</i> must lodge an <i>enquiry</i> with Western Power to notify Western Power of the proposed <i>connection application</i>, and may 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 <i>applicant</i>.</p>
<u>Enquiry response letter</u>	<u>Western Power must issue a response</u>	<u>Within 20 business days, or if informatio</u>	<p>(Clause 18.2 A (a) and (b)) (a) <u>At the conclusion of the <i>enquiry</i> stage, Western Power must issue an <i>enquiry</i> response letter to the <i>applicant</i> setting out:</u> (i) _____ a description of the information required for a <i>complete application</i>, and the results of any</p>

<u>Step</u>	<u>Action</u>	<u>Timing</u>	<u>Description</u>
	<u>letter</u>	<u>n not available within a further 20 business days</u>	<p><u>assessment that it may have carried out to indicate the extent of any <i>spare capacity</i> available to provide <i>covered services</i>.</u></p> <p><u>(ii) _____ the existence of any <i>competing applications</i>; and</u></p> <p><u>(iii) _____ any constraints known to Western Power on the ability of the network to provide the <i>capacity</i> proposed as <i>contracted capacity</i> in the <i>connection application</i> by the <i>applicant</i>.</u></p> <p><u>(b) Western Power will provide the <i>enquiry</i> response letter to the <i>applicant</i> within 20 business days of the lodgement of the <i>enquiry</i>, or within 20 business days of completion of any system studies or other <i>works</i> requested by the <i>applicant</i> under clause 18.2. If not all the information is available within that timeframe, Western Power will provide the <i>applicant</i> with as much information as possible within 20 business days and an estimated time, being not greater than 20 business days, when the balance of the outstanding information will be provided.</u></p>
<u>Application</u>			
<u>Customer lodges an application</u>			<p><u>(Clause 3.2(b))</u></p> <p><u>Following Western Power's response to the <i>enquiry</i>, the <i>applicant</i> must submit:</u></p> <p><u>(i) _____ an <i>application</i> to Western Power on the appropriate <i>application form</i>; or</u></p> <p><u>(ii) _____ where permitted under this applications and queuing policy, notice to Western Power, that is complete.</u></p>
<u>Initial response</u>	<u>Provide Initial response letter</u>	<u>Within 20 business days of receipt of application</u>	<p><u>(Clause 19.1(a))</u></p> <p><u>Subject to clause 19.1(b), Western Power must provide an <i>initial response</i> to the <i>applicant</i> within 20 business days of receiving the <i>applicant's connection application</i>, specifying:</u></p> <p><u>(i) _____ the time by which Western Power will provide a preliminary assessment under clause 19.3 with regards to the <i>connection application</i> (if requested); and</u></p> <p><u>(ii) _____ the time by which Western Power expects to make an <i>access offer</i>.</u></p> <p><u>(iii) _____ Unused</u></p>
<u>Preliminary assessment</u>	<u>Provide Preliminary assessment report</u>	<u>By the time provided in the Initial response letter</u>	<p><u>(Clause 19.3)</u></p> <p><u>A preliminary assessment with regards to a <i>connection application</i> may consist of an assessment as to:</u></p> <p><u>(a) _____ whether it is likely that there is sufficient <i>spare capacity</i> to provide the requested <i>covered services</i> or whether any <i>works</i> might be required to provide the <i>covered services</i>, including whether it is likely that any new <i>connection assets</i> will be required to provide the <i>covered services</i> requested in the application; and</u></p> <p><u>(a2) _____ whether any other <i>applications</i> are competing with the <i>application</i> and the possible grouping of the <i>application</i> with <i>competing applications</i> into one or more <i>competing applications groups</i>; and</u></p> <p><u>(b) _____ if it is likely that <i>works</i> will be required — operational and technical details of the <i>works</i>; and</u></p> <p><u>(c) _____ if it is likely that <i>works</i> will be required — whether or not a contribution will likely be required from the</u></p>

<u>Step</u>	<u>Action</u>	<u>Timing</u>	<u>Description</u>
			<p><u>applicant under the contributions policy and a good faith estimate of the approximate amount of the contribution; and</u></p> <p><u>(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</u></p> <p><u>(e) Western Power’s proposal for processing the application, if applicable under clause 20.2.</u></p>
<u>Information updates and progress reporting</u>			
<u>Applicant request or material change</u>			<p><u>(Clause 24.10)</u></p> <p><u>Western Power must provide the information in clause 24.9:</u></p> <p><u>(a) unused;</u></p> <p><u>(b) at any time after a reasonable request by the applicant, or by any existing user with an access contract with conditions precedent which have not yet been satisfied or waived, for updated information; and</u></p> <p><u>(c) as soon as practicable after a material change in the information previously notified under this clause 24.10, including when information of the kind referred to in clause 24.9(d) which was previously withheld from disclosure on the ground that Western Power was prevented from disclosing it by clause 6.2 is no longer entitled to be withheld from disclosure on that ground.</u></p>
<u>Response to applicant request or material change</u>	<u>Western Power must update information</u>	<u>After a reasonable request or as soon as practicable after a material change</u>	<p><u>(Clause 24.9)</u></p> <p><u>Western Power must make known to any applicant that has lodged an application with Western Power, or to any existing user with an access contract with conditions precedent which have not yet been satisfied or waived:</u></p> <p><u>(a) whether there are competing connection applications; and</u></p> <p><u>(b) a description of the circumstances which caused the connection applications to be competing connection applications (including information in reasonable detail regarding the aggregated capacity requirements of those competing connection applications); and</u></p> <p><u>(c) an estimate of the likely time until the making of an access offer; and</u></p> <p><u>(d) except to the extent that it is prevented from doing so by clause 6.2, in respect of each competing connection application:</u></p> <p><u>(i) the capacity requirements of the competing connection application; and</u></p> <p><u>(ii) the geographic location at which the competing connection application seeks the capacity; and</u></p> <p><u>(iii) reasonable details regarding any augmentation required by the competing connection application.</u></p>

<u>Step</u>	<u>Action</u>	<u>Timing</u>	<u>Description</u>
Response to applicant request	Western Power must provide a progress report	On request by an applicant	(Clause 19.4(b)) Western Power must upon request by the <i>applicant</i> (which request must not be made more frequently than once per month, and must not be made less than one month following the provision of an initial response) provide a progress report to the <i>applicant</i> 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 <i>works</i> that might result from the connection application, previously provided by Western Power.
Solution development information			
Solutions development for competing applications groups (CAGs)	Western Power to keep applicants informed	On going	(Clause 3.15 (c)) Network Planning The information Western Power will provide to <i>applicants</i> , and the further studies it may be requested to undertake, extend to information and studies as to how <i>applications</i> co-ordinate with network planning being undertaken by Western Power.

[Note: The Applications and Queuing Policy includes provisions for the supply of other information by Western Power requested by an applicant \(for example information required for independent studies\) and provisions for the supply of information by applicants. Please refer to the Applications and Queuing Policy for details of additional information provisions.](#)

How the Competing Applications Groups (CAGs) will be managed

<u>Step</u>	<u>Action</u>	<u>Timing</u>	<u>Applications and Queuing Policy provisions</u>
<p><u>General provisions</u> (Clause 3.12) <u>Western Power must be expeditious and diligent</u> Western Power must process an application expeditiously and diligently. (Clause 26) Western Power must, acting as a reasonable and prudent person, give an access offer to the <i>applicant</i> as soon as practicable after the complete connection application is lodged, having regard to the nature of the connection application, consideration of competing applications and the need (where applicable) for <i>works</i> involving shared assets in order for Western Power to be able to provide access in accordance with the Technical Code.</p>			
<p><u>Pre-CAG processes - Formation of competing applications groups and principles for forming CAGs</u></p>	<p><u>Western Power to form applications into a CAG and notify applicant it is in a CAG</u></p>	<p><u>30 business days from receipt of application</u></p>	<p>(Clause 2.1) <u>Competing</u>, 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 <i>covered services</i> that are sought in the other connection applications. <u>Competing applications group</u> means a number of applications that are competing for access to limited network <i>capacity</i> and have been grouped together by Western Power. (Clause 24.1) <u>Formation of competing applications groups</u> (a) Where Western Power assesses that an <i>application</i> is competing with other <i>applications</i> then Western Power will, subject to clause 16.5, <i>manage competing applications</i> by forming them into one or more <i>competing applications groups</i> and assessing a single set of <i>works</i> for <i>shared assets</i> required to meet some or all of the requirements of each <i>competing applications group</i>. To avoid doubt, where there are more than two <i>competing applications</i> Western Power may form all the <i>competing applications</i> into one <i>competing applications group</i> or it may form them into two or more <i>competing applications groups</i> as Western Power considers appropriate given the nature of the <i>applications</i>, including how the <i>competing applications</i> impede each other in respect of <i>network</i> constraints, the size of the <i>capacity</i> sought in each of the <i>competing applications</i>, and the current level of <i>spare capacity</i>. (b) An <i>application</i> may be sorted into more than one <i>competing applications group</i> where Western Power considers this appropriate given the nature of the <i>application</i> (for example where the <i>application</i> competes with certain other <i>applications</i> in respect of one <i>network</i> constraint and with certain other <i>applications</i> in respect of another <i>network</i> constraint). (b1) Western Power will notify an <i>applicant</i> within 30 business days of the <i>application</i> if it has sorted the <i>application</i> into one or more <i>competing applications groups</i>.</p>

Step	Action	Timing	Applications and Queuing Policy provisions
			<p><u>(b2) Where Western Power notifies an <i>applicant</i> under clause 24.1(b1) that the <i>application</i> has been sorted into one or more <i>competing applications groups</i>, then the <i>applicant</i> may choose by notice to Western Power at any time that it does not wish to be considered in one or more of the <i>competing applications groups</i>. Western Power will accept the choice of the <i>applicant</i>.</u></p> <p><u>(c) To the extent necessary to allow:</u></p> <ul style="list-style-type: none"> <u>(i) a supplier of last resort (as defined in section 67 of the <i>Act</i>) to comply with its obligations under Part 5 of the <i>Act</i>; or</u> <u>(ii) a default supplier (as defined in section 59 of the <i>Act</i>) to comply with its obligations under section 59 of the <i>Act</i>,</u> <p><u>an <i>applicant</i> may advise Western Power at any time that it does not wish to be considered to be included within a <i>competing applications group</i>, in which case it will be treated as having made an <i>application</i> for an <i>applicant-specific solution</i> and the <i>applicant's connection application</i> will be processed as an <i>applicant-specific solution</i> in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy.</u></p>
<p><u>Interaction of Applicant-specific and CAG processes and Applicants can opt-out of the CAG process</u></p>	<p><u>Applicant can ask for an applicant specific solution.</u></p> <p><u>Applicants opt-out of competing applications group process</u></p>	<p><u>Depends on applicants actions</u></p>	<p><u>(Clause 2.1)</u></p> <p><u>“applicant-specific solution” means a method of satisfying a connection application by either:</u></p> <ul style="list-style-type: none"> <u>(a) works funded solely by the <i>applicant</i> whether by direct funding or through payment of tariffs and/or contributions by that <i>applicant</i> and not involving another <i>applicant</i>; or</u> <u>(b) an operational solution involving only that <i>applicant</i>; or</u> <u>(c) a combination of works funded solely by the <i>applicant</i> and an operational solution.</u> <p><u>(Clause 16.5)</u></p> <p><u>An <i>applicant</i> may, at the time of making a connection application under clause 16, elect that the connection application is to be processed as an <i>applicant-specific solution</i> and is not to be considered as part of a competing applications group. Western Power will process such a connection application as an <i>applicant-specific solution</i> and will not consider it as part of a competing applications group.</u></p> <p><u>(Clause 24.1(b2))</u></p> <p><u>Where Western Power notifies an <i>applicant</i> under clause 24.1(b1) that the application has been sorted into one or more <i>competing applications groups</i>, then the <i>applicant</i> may choose by notice to Western Power at any time that it does not wish to be considered in one or more of the <i>competing applications groups</i>. Western Power will accept the choice of the <i>applicant</i>.</u></p> <p><u>(Clause 20.3A)</u></p> <p><u>For the avoidance of doubt, an <i>applicant</i> may seek an <i>applicant-specific solution</i> at any time while its application is under consideration. Where an <i>applicant</i> seeks an <i>applicant-specific solution</i> under clause 20.3 above, its</u></p>

Step	Action	Timing	Applications and Queuing Policy provisions
			<u>application will, subject to clause 16.5 and 24.1(b2), continue to be considered as part of any relevant <i>competing applications group</i>.</u>
<u>Development of solutions for CAG's</u>	<u>Western Power will develop solutions for the resolution of network constraints that are preventing applicants within CAGs from being made preliminary access offers.</u>	<u>Variable (depends on nature of the constraint and strategic development plan for the network and NFIT timeframe s)</u>	<p>(Clause 3.15)</p> <p>(a) <u>In processing applications (whether as <i>applicant-specific solutions</i> or competing applications groups) Western Power must have regard to the general network planning otherwise being undertaken by Western Power and seek to develop solutions and process applications in a manner which most effectively enables <i>applicants</i> to benefit from any efficiencies and costs savings provided by that network planning.</u></p> <p>(b) <u>Due to the range of potential network constraints and related solutions, timeframes for the development of solutions will be variable. Western Power will keep <i>applicants</i> informed on a regular basis on the network constraints that affect them and expected timeframes for the development of solutions.</u></p> <p>(c) <u>The information Western Power will provide to <i>applicants</i>, and the further studies it may be requested to undertake, extend to information and studies as to how applications co-ordinate with network planning being undertaken by Western Power.</u></p> <p>(d) <u>In undertaking network planning Western Power will have regard to the nature and number of enquiries and applications Western Power has received under this applications and queuing policy it being acknowledged that in doing so Western Power will need to make a good faith assessment as to the likelihood specific projects will proceed</u></p>
<u>Notice of intention to prepare a preliminary access offer</u>	<u>Western Power to issue a notice of intention to prepare a preliminary access offer</u>	<u>Variable (depends on timing of solution development)</u>	<p>(Clause 24.2)</p> <p><u>Where Western Power considers that a single set of <i>works</i> for <i>shared assets</i> may meet some or all of the requirements of the <i>applicants</i> within a <i>competing applications group</i>, it will issue a notice of intention to prepare a <i>preliminary access offer</i> to all <i>applicants</i> within that <i>competing applications group</i>, and charge a preliminary offer processing fee (provided that such preliminary offer processing fee is not payable by an <i>applicant</i> who under clause 24.3(b) elects to opt out of the <i>competing applications group</i> or who under clause 24.3(c) withdraws their application).</u></p>
<u>Response to intention to prepare a preliminary access offer</u>	<u>Applicants respond to notice of intention to prepare a preliminary access</u>	<u>30 business days</u>	<p>(Clause 24.3)</p> <p><u><i>Applicants</i> must respond to the notice issued under clause 24.2 within 30 business days by:</u></p> <p>(a) <u>agreeing to have their application considered within a <i>competing applications group</i> and paying the preliminary offer processing fee as specified in the <i>price list</i>. By paying the preliminary offer processing fee, <i>applicants</i> demonstrate the good faith of their intention to proceed to an <i>access contract</i>, and as such the preliminary offer processing fee is non-refundable. Where the <i>applicant</i> subsequently enters an <i>access contract</i>, the preliminary offer processing fee will be counted towards any contribution payable</u></p>

Step	Action	Timing	Applications and Queuing Policy provisions
	offer		<p><u>under the contributions policy, or where it exceeds any contribution payable under the contributions policy, the excess will be offset against amounts payable under that access contract; or</u></p> <p>(b) <u>advising that they wish to opt out of the competing applications group, in which case they will be treated as having made an application for an applicant-specific solution and the applicant's connection application will be processed as an applicant-specific solution in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy; or</u></p> <p>(c) <u>withdrawing their application.</u></p> <p><u>Where applicants fail to respond to the notice issued under clause 24.2 within 30 business days, their application and any associated electricity transfer application will be deemed to be withdrawn.</u></p>
<p><u>Actions following response to notice of intention to prepare a preliminary access offer</u></p>	<p><u>Western Power considers applicants responses notices of intention to prepare preliminary access offers</u></p>	<p><u>60 business days</u></p>	<p><u>(Clause 24.4)</u></p> <p><u>Following the response of applicants under clause 24.3 (if any), Western Power may, if it continues to consider that a single set of works for shared assets may meet some or all of the requirements of a competing applications group, make preliminary access offers to each applicant within the relevant competing applications group at the same time. Western Power will endeavour to make such preliminary access offers to each applicant within the relevant competing applications group within 60 business days after issuing the notice under clause 24.2.</u></p>
<p><u>Response to preliminary access offer</u></p>	<p><u>Applicants respond to preliminary access offers</u></p>	<p><u>30 business days</u></p>	<p><u>(Clause 24.5 (a) and (b))</u></p> <p>(a) <u>Applicants must respond to the preliminary access offers within 30 business days after receipt of the preliminary access offers, by indicating in good faith in writing either:</u></p> <p>(i) <u>that it would accept such a preliminary access offer if it were an access offer ("preliminary acceptance"). For the avoidance of doubt, such a preliminary acceptance does not give rise to a contract; or</u></p> <p>(ii) <u>that it would reject such a preliminary access offer if it were an access offer and would request an amendment to the preliminary access offer. In this case Western Power and the applicant must negotiate in good faith regarding the form of the preliminary access offer, but if Western Power and the applicant have not agreed on the form of the preliminary access offer within 30 business days, then the applicant will, unless it notifies Western Power that it wishes its connection application and any associated electricity transfer application to be taken to be withdrawn, be treated as having made an application for an applicant-specific solution and the applicant's connection application will be processed as an applicant-specific solution in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy; or</u></p> <p>(iii) <u>that it would not accept such a preliminary access offer if it were an access offer, in which case</u></p>

Step	Action	Timing	Applications and Queuing Policy provisions
			<p><u>the connection application and any associated electricity transfer application are deemed to have been withdrawn.</u></p> <p>(b) <u>Where applicants respond under either clause 24.5(a)(i) or clause 24.5(a)(ii), they must pay within 30 business days a preliminary acceptance fee as specified in the price list to Western Power as a demonstration of good faith in their intention to proceed to an access contract. The preliminary acceptance fee is non-refundable but, where the applicant subsequently enters an access contract, the preliminary acceptance fee will be counted towards any contribution payable under the contributions policy, or where it exceeds any contribution payable under the contributions policy, the excess will be offset against amounts payable under that access contract.</u></p>
<p><u>Making access offer to CAG</u></p>	<p><u>Subsequent access offers are made</u></p> <p><u>Access contracts are conditional on resolution of conditions including minimum levels of acceptance by applicants in a CAG that were made offers accepting those offers.</u></p>	<p><u>Endeavour to do in 30 business days</u></p>	<p>(Clause 24.6)</p> <p>Subsequent access offers</p> <p><u>After reviewing the responses by all applicants to preliminary access offers under clause 24.5, Western Power will endeavour within 30 business days of receipt of responses by all applicants to preliminary access offers to:</u></p> <p>(a) <u>if Western Power considers it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, it will make access offers to applicants within the competing applications group conditional on sufficient acceptance of the access offers by applicants to ensure that access can be provided to the applicants collectively for the costs nominated in the access offers; or</u></p> <p>(b) <u>if Western Power does not consider it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, revise its preliminary access offer and submit those revised preliminary access offers to applicants; or</u></p> <p>(c) <u>where the sum of the preliminary acceptance by applicants within a competing applications group exceeds the capacity of the proposed works, Western Power may make access offers to applicants in the order of the priority date of applications until there is no more spare capacity. If Western Power fails to make an access offer to an applicant within a competing applications group, then notwithstanding any other provision in this applications and queuing policy, the application will remain valid and retain its priority date and Western Power will refund any preliminary offer processing fee or preliminary acceptance fee paid by the applicant.</u></p> <p>(Clause 24.6A)</p> <p>Minimum and Maximum levels of acceptance</p> <p><u>An access offer to applicants within a competing applications group will specify:</u></p> <p>(a) <u>if applicable, the minimum number of applicants that must accept the access offers made to that competing applications group (whether expressed by reference to the number of accepting applicants, the amount of capacity they accept or both) for Western Power to proceed to undertake the works specified in</u></p>

Step	Action	Timing	Applications and Queuing Policy provisions
			<p><u>the access offers at the cost and on the other terms set out in those access offers;</u></p> <p><u>(b) if applicable, the maximum number of <i>applicants</i> that may accept the access offers made to that competing applications group (whether expressed by reference to the number of accepting <i>applicants</i>, the amount of <i>capacity</i> they accept or both) for Western Power to proceed to undertake the <i>works</i> specified in the access offers at the cost and on the other terms set out in those access offers.</u></p> <p><u>(Clause 24.6B)</u></p> <p><u>Failure to achieve Minimum Levels</u></p> <p><u>Where the minimum levels of acceptance set out in clause 24.6A are not met then any acceptance of an access offer will be of no effect but Western Power will seek to revise the access offers so as to meet the requirements of those <i>applicants</i> who did accept access offers and issue new access offers, provided that there is no obligation on Western Power to revise access offers where no <i>applicants</i> accepted access offers (without prejudice to the entitlement of such <i>applicants</i> to opt for an <i>applicant-specific solution</i> or make new applications).</u></p> <p><u>(Clause 24.6C)</u></p> <p><u>Exceeding Minimum Levels</u></p> <p><u>(a) Where the maximum levels of acceptance set out in clause 24.6A are exceeded then priority will, subject to clause 24A.5, be given to <i>applicants</i> with an earlier <i>priority date</i> in determining which <i>access offers</i> will be of effect and which of no effect. Subject to paragraph (b) below, where an <i>applicant's</i> acceptance is not effective that <i>applicant</i> ("reallocated applicant") will be allocated to a new <i>competing applications group</i>.</u></p> <p><u>(b) In respect of the <i>reallocated applicant</i> with the highest queue priority of the <i>reallocated applicants</i>, Western Power will, where it is possible to meet the requirements of that <i>applicant</i> in part (for example supply part of the <i>capacity</i> requested by them), make a further access offer to them to supply those partial requirements which that <i>reallocated applicant</i> may accept or reject. Where the <i>reallocated applicant</i> rejects the access offer then they will be allocated to a new <i>competing applications group</i>. If the <i>reallocated applicant</i> rejects the access offer then Western Power will, if practicable to do having regard to the timeframes for undertaking of <i>works</i> set out in those access offers which have been effectively accepted, make a further access offer to the next <i>reallocated applicant</i> with the highest queue priority and the process in this paragraph (b) will continue until Western Power determines it is not practicable to make any further access offers.</u></p>

Step	Action	Timing	Applications and Queuing Policy provisions
<p>Response to access offer</p>	<p>Applicants respond to access offers</p>	<p>30 business days</p>	<p>(Clause 5.2) The <i>applicant</i> must as soon as practicable, and in any event within 30 business days after receipt of an <i>access offer</i>, either: (a) <i>sign the access offer, thereby entering into an access contract or modifying an existing access contract as applicable; or</i> (b) <i>by notice to Western Power reject the access offer and request amendments to the application; or</i> (c) <i>by notice to Western Power withdraw the application.</i> and if 30 Business Days after receipt of the <i>access offer</i> the <i>applicant</i> has not complied with any of clauses 5.2(a), 5.2(b), or 5.2(c), then (unless the <i>Arbitrator</i> makes an order extending the time limit on the ground that the delay is beyond the <i>applicant's</i> reasonable control) the <i>applicant</i> is to be taken to have withdrawn its <i>application</i> and any, as applicable, associated <i>electricity transfer application</i> or <i>connection application</i>. (Clause 5.3) If the <i>applicant</i> rejects an <i>access offer</i> and requests amendments to the application under clause 5.2(b), Western Power and the applicant must negotiate in good faith regarding the <i>application</i>, but if Western Power and the <i>applicant</i> have not signed an <i>access contract</i> (including an <i>access contract</i> with conditions precedent) within 30 business days, then the <i>application</i> and any, as applicable, associated <i>electricity transfer application</i> or <i>connection application</i> will be deemed to have been withdrawn.</p>
<p>Post-CAG processes</p>	<p>Formation of an access agreement between Western Power and the Applicants</p>		<p>(Clause 26) Western Power must, acting as a reasonable and prudent person, give an <i>access offer</i> to the <i>applicant</i> as soon as practicable after the <i>complete connection application</i> is lodged, having regard to the nature of the <i>connection application</i>, consideration of <i>competing applications</i> and the need (where applicable) for <i>works</i> involving <i>shared assets</i> in order for Western Power to be able to provide access in accordance with the Technical Code.</p>

Appendix B - Timelines for Applicant-specific solutions and for Competing Applications Groups

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Table 1: Timelines for the Applications and Queuing Policy (AQP) - Early common stages, Applicant-specific solution stages and Competing Applications Group (CAG) stages

AQP clause	Action	Time requirement	Maximum elapsed time (Business days)		
			Common components	Applicant-specific solution	CAG
Early processes					
3.12	Western Power processing of applications	Must be expeditious and diligent	=	-	-
17A	Pre-enquiry	Unspecified	=	-	-
18.2	Enquiry stage	Reasonable time to perform system studies	=	-	-
18.2A(b)	Enquiry response letter	20 business days/ 40 business days	40	-	-
19.1(a)	Response to application	20 business days	60	-	-
20.2(a)(ii)	Negotiation over amendments to scope of work in proposal	60 business days of negotiation	120	-	-
Applicant-specific solution					
20.3(a)	Studies for Applicant-specific solution	Endeavour to do study within 60 business days	-	60+	-
20.3(c)	Objection to Applicant-specific solution	30 business days to object	-	90+	-
20.3(d)	Decision on objection to Applicant-specific solution	40 business days	-	130+	-
20.3(e)	Offer in relation to Applicant-specific solution	30 business days after timeframe for objections closes or objections resolved	-	160+	-
CAG process					
24.1(b1)	Western Power to notify applicant if it is in a CAG	30 business days after application	-	-	30
24.2	Western Power to issue a notice of intention to prepare a preliminary access offer	Variable dependent on natures of constraints to be resolved. Determined by WP network planning process	-	-	$\Delta = \text{variable timeframe}$
24.3	Response to intention to prepare a preliminary access offer	Applicants have 30 business days to respond to intention to prepare a preliminary access offer	-	-	$\Delta + 60$
24.5(a)	Response to preliminary access offer	Applicants have 30 business days to respond to a preliminary access offer	-	-	$\Delta + 90$
24.5(a)(ii)	Negotiate changes to preliminary access offer	Applicants and Western Power have 30 business days to negotiate changes to preliminary access offers	-	-	$\Delta + 120$
24.6	Make access offer to CAG	Endeavour to make access offers within 30 business days	-	-	$\Delta + 150$

Δ = Variable timeframe

Competing applications groups are likely to be prevented from connecting by major constraints on the core shared network. The timeframes for the development of solutions for these types of constraints are variable due to the broad range of potential situations and the complexity of the components that form the solution and cost estimates. The variable components that have implications for the timeframes required to develop solutions for CAGs include, but are not limited to:

- Public consultations
- Land and easements acquisition
- Regulatory approvals
- Changes to actual and forecast levels and location of demand and generation
- Changes to the requirements of applicants within CAGs

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