

## COMPARATIVE TABLE – APPLICATIONS AND QUEUING POLICY

This table identifies the differences between the Applications and Queuing Policy in Appendix 1 to the Western Power Access Arrangement (“**Policy**”) with the Model Applications and Queuing Policy in Appendix 2 to the Code (“**Model**”). Western Power has prepared “Reasons for Modifying the Model Application and Queuing Policy” which are contained in Appendix 8 of its Access Arrangement (“**Reasons**”). Where a difference between the Model and the Policy is explained in the Reasons, a reference to the relevant section of the Reasons has been included in the table below.

| MODEL   | POLICY | ISSUES   |
|---------|--------|--|
| Section | Clause |  |
| A2.1    | 1.1    |  |
| A2.1    | 1.1    | “ <b>access arrangement</b> ” Policy definition is confined to ‘current’ access arrangement, unlike Model definition.  |
| A2.1    | 1.1    | “ <b>access offer</b> ” Policy definition does not require offer to comply with clauses A2.103 to A2.105 as applicable, unlike Model definition.   |
| A2.1    | 1.1    | “ <b>Act</b> ” No difference.  |
| A2.1    | 1.1    | “ <b>applicant</b> ” No difference.  |
| A2.1    | 1.1    | “ <b>application</b> ” No difference.  |
| A2.1    |        | “ <b>application form</b> ” Term not defined in Policy.  |
| A2.1    | 1.1    | “ <b>bypass</b> ” Policy definition does not expressly state that an application with later priority receives an access offer, unlike Model definition.  |
| A2.1    |        | “ <b>capacity increase</b> ” Term not defined in Policy.   |
| A2.1    |        | “ <b>capacity increase notice</b> ” Term not defined in Policy.  |
| A2.1    | 1.1    | “ <b>class 1 application</b> ” No difference.  |
| A2.1    | 1.1    | “ <b>class 2 application</b> ” No difference.  |
| A2.1    | 1.1    | “ <b>class 3 application</b> ” No difference.  |
| A2.1    | 1.1    | “ <b>Code</b> ” No difference.   |
| A2.1    | 1.1    | “ <b>competing</b> ” No difference.  |
| A2.1    | 1.1    | “ <b>confidential information</b> ” Policy extends definition to confidential information disclosed by the service provider as well as confidential information disclosed to the service provider, unlike Model policy which is confined to the latter.<br><br>See Reasons clause 8. |

| MODEL   | POLICY | ISSUES   |
|---------|--------|--|
| Section | Clause |  |
| A2.1    | 1.1    | <b>“contract commencement date”</b> No difference.   |
| A2.1    | 1.1    | <b>“contract termination date”</b> No difference.  |
| A2.1    |        | <b>“CPI”</b> Term not defined in Policy.   |
| A2.1    | 1.1    | <b>“customer transfer code”</b> Policy definition expressly includes subordinate rules and regulations, unlike Model definition. Policy definition is specific whereas Model definition is generic.  |
| A2.1    | 1.1    | <b>“customer transfer request”</b> Policy definition includes the definition in the Customer Transfer Code, as permitted by Model. Therefore no issue arises.  |
| A2.1    | 1.1    | <b>“disclosing person”</b> Policy definition does not apply to capacity increase notices, unlike Model definition. Concept of capacity increase notice has been removed from Policy.<br><br>See Reasons clause 5   |
| A2.1    | 1.1    | <b>“dormant application”</b> Policy definition provides a time limit before applications become dormant of six months (c.f. Model provides for three years).<br><br>See Reasons clause 13.   |
| A2.1    | 1.1    | <b>“first come first served”</b> Policy definition introduces notion of capacity being reserved, unlike Model definition.  |
| A2.1    |        | <b>“GST”</b> Term not defined in Policy.   |
| A2.1    | 1.1    | <b>“initial response”</b> No difference.   |
| A2.1    | 1.1    | <b>“law”</b> Policy definition expressly includes delegated legislation, Codes of Practice and Australian Standards, unlike Model definition.  |
| A2.1    | 1.1    | <b>“lodgement fee”</b> The application fee under clause 6 of the Policy is different in its terms to the application fee under clause A2.14 of the Model.<br><br>The Policy does not provide for a lodgement fee for a capacity increase notice. Concept of capacity increase notice has been removed from Policy. |
| A2.1    |        | <b>“materially different”</b> Term not defined in Policy.  |
| A2.1    |        | <b>“maximum demand”</b> Term not defined in Policy.  |
| A2.1    |        | <b>“preliminary assessment”</b> Term not defined in Policy.  |
| A2.1    | 1.1    | <b>“priority”</b> No difference.   |
| A2.1    | 1.1    | <b>“project”</b> No difference   |
| A2.1    |        | <b>“project relation application”</b> Term not defined in Policy.  |

| MODEL   | POLICY | ISSUES   |
|---------|--------|--|
| Section | Clause |  |
| A2.1    |        | <b>“proponent”</b> Term not defined in Policy.   |
| A2.1    | 1.1    | <b>“queuing rules”</b> The only difference between the principles described in clauses 8.1(b) to (d) of the Policy and the clauses A2.47 and A2.48 relates to clause 8.1(c) (see commentary below). Otherwise no difference. |
| A2.1    |        | <b>“requested capacity”</b> Term not defined in Policy.  |
| A2.1    | 1.1    | <b>“services end date”</b> No difference except Policy uses “contracted point” instead of “connected point”.   |
| A2.1    | 1.1    | <b>“services start date”</b> No difference except Policy uses “contracted point” instead of “connected point” and “covered services” instead of “services”.  |
| A2.1    | 1.1    | <b>“signed”</b> No difference.   |
| A2.1    | 1.1    | <b>“spare capacity”</b> No difference except Policy uses “covered network” instead of “network”.   |
| A2.1    |        | <b>“tender notice”</b> Term not defined in Policy.   |
| A2.1    |        | <b>“transfer matters”</b> Term not defined in Policy.  |
| A2.1    | 1.1    | <b>“workers”</b> No difference.  |
|         | 1.1    | <b>“access contract number”</b> Term not defined in Model.   |
|         | 1.1    | <b>“capacity”</b> Term not defined in Model.   |
|         | 1.1    | <b>“CMD” or “contract maximum demand”</b> Term not defined in Model.   |
|         | 1.1    | <b>“connection contract”</b> Term not defined in Model.  |
|         | 1.1    | <b>“contribution”</b> Term not defined in Model.   |
|         | 1.1    | <b>“controller”</b> Term not defined in Model.   |
|         | 1.1    | <b>“DSOC” or “declared sent out capacity”</b> Term not defined in Model.   |
|         | 1.1    | <b>“electricity transfer contract”</b> Term not defined in Model.  |
|         | 1.1    | <b>“interconnection works agreement”</b> Term not defined in Model.  |
|         | 1.1    | <b>“Metering Code”</b> Term not defined in Model.  |
|         | 1.1    | <b>“metering equipment”</b> Term not defined in Model.   |
|         | 1.1    | <b>“NMI” or “national market identifier”</b> Term not defined in Model.  |
|         | 1.1    | <b>“retailer”</b> Term not defined in Model.   |

| MODEL   | POLICY | ISSUES  |
|---------|--------|---|
| Section | Clause |   |
|         | 1.1    | “ <b>Systems Operator</b> ” Term not defined in Model.  |
|         | 1.1    | “ <b>Wholesale Electricity Market Rules</b> ” Term not defined in Model.  |
|         | 1.1    | “ <b>works</b> ” Term not defined in Model.   |
| A2.2    | 1.2(a) | Policy definitions over-ride inconsistent Code definitions (c.f. Model which provides the reverse)  |
|         | 1.1    | “ <b>capital contributions policy</b> ” Definition of this term in Policy is specific to this access arrangement whereas definition in Code is generic.                             |
|         | 1.1    | “ <b>entry point</b> ” / “ <b>contracted point</b> ” Definitions of entry point and exit point in the Code have been combined into definition of contracted point in the Policy.    |
|         | 1.1    | “ <b>entry service</b> ” Policy refers to a “contracted point” whereas Code refers to an “entry point”. Otherwise identical.  |
|         | 1.1    | “ <b>network</b> ” Definition in Policy only includes Western Power-owned or operated sections of the SWIS whereas Code definition is generic.                                      |
|         | 1.1    | “ <b>reference service</b> ” Definition in Policy does not refer to reference tariffs, standard access contracts or service standard benchmarks, unlike Code definition.            |
| A2.3    | 1.2(b) | No difference.  |
|         | 1.2(c) | Not provided for in Model. Provision in Policy confines references to “Western Power” to its network business.  |
|         | 1.3    | This provision in Policy addresses variable [x] in Model.<br>See Reasons section 2.   |
| A2.4    | 1.4    | Policy imposes obligations of good faith on the applicant as well as the service provider, unlike Model which limits this obligation to service provider.<br>See Reasons section 2. |
|         | 1.5    | Not provided for in Model.  |
|         | 1.6    | Not provided for in Model.<br>See Reasons section 2,  |
|         | 2.1    | Not provided for in Model.<br>See Reasons section 3.  |
|         | 2.2    | Not provided for in Model.<br>See Reasons section 3.  |
|         | 2.3    | Not provided for in Model. See Reasons sections 2 and 3.  |

| MODEL   | POLICY        | ISSUES  |
|---------|---------------|---|
| Section | Clause        |   |
| A2.5    | <b>3.2</b>    | <p><b>“class 1 application”</b> Unlike Model definition, Policy definition: is confined to existing applicants seeking to modify their existing access contracts, includes applicable service standard and standard access contract, and refers to studies to determine whether augmentation is required.</p> <p>See Reasons section 4.</p> |
| A2.6    | <b>3.3</b>    | <p><b>“class 2 application”</b> No difference.</p>  |
| A2.7    | <b>3.4</b>    | <p><b>“class 3 application”</b> No difference.</p>  |
| A2.8    | <b>3.5</b>    | <p>This provision of the Policy only applies to reclassification from class 1 or class 2 to class 3, unlike the Model.</p> <p>See Reasons section 4.</p>  |
| A2.9    | <b>4.1</b>    | <p>This provision of the Policy is limited to instances where the applicant expects in good faith to proceed to an application, unlike the Model.</p> <p>See Reasons section 6.</p>   |
|         | <b>4.2</b>    | <p>Not provided for in Model.</p> <p>See Reasons section 6.</p>   |
| A2.10   | <b>4.3</b>    | <p>No difference.</p>   |
| A2.11   | <b>5.1</b>    | <p>No difference.</p>   |
| A2.12   | <b>5.2</b>    | <p>Unlike the Model, this provision of the Policy:</p> <p>imposes obligation to not disclose confidential information on the applicant as well as Western Power;</p> <p>does not extend to disclosures by Western Power to a worker</p> <p>See Reasons section 8.</p>   |
| A2.13   | <b>6.1</b>    | <p>The Model requires a fee to be prescribed in the Model whereas the Policy allows Western Power to publish a fee from time to time. Query whether this involves “prescribing” a fee.</p>  |
| A2.14   |               | <p><b>lodgement fee</b> The Model requires a fee to be prescribed whereas the Policy allows Western Power to publish a fee from time to time. Query whether this involves “prescribing” a fee.</p>  |
| A2.15   | <b>6.2(a)</b> | <p>No difference.</p>   |
| A2.16   | <b>6.2(b)</b> | <p>No difference.</p>   |
| A2.17   | <b>6.2(c)</b> | <p>No difference.</p>   |

| MODEL   | POLICY     | ISSUES   |
|---------|------------|--|
| Section | Clause     |  |
| A2.20   | <b>6.4</b> | <p>In respect of Class 1 and 2 applications the Policy provides for lodgment within a reasonable time not less than 10 and not more than 25 business days before the start date, whereas the Model provides for at least a number of days – expressed as a variable [x] - to be specified. Query whether the Policy approach is consistent with the Model.</p> <p>In respect of Class 3 applications the Policy provides for a reasonable time having regard to certain factors expressed in similar, but not identical, terms to the Model.</p> <p>See Reasons clause 9.</p>  |
| A2.21   | <b>7.1</b> | <p>Policy includes a requirement for the provision of supporting information with application form, unlike the Model.</p> <p>See Reasons section 10.</p> <p>Policy provides for application form to be as provided on Western Power's website, and not in a form as specified in the access arrangement as required by the Model.</p>  |
| A2.22   | <b>7.2</b> | <p>The Model provision requires service provider to make provision for the listed items in its application form. Policy provides that applicant is to provide information.</p> <p>Unlike Model clause A2.22(c), Policy clause 7.2(a)(iii) does not require the applicant to give preliminary self-classification, but does require applicant to state whether they are an existing user.</p> <p>Model clauses A2.22(f)(ii) to (v) are not replicated in Policy.</p> <p>Policy clauses 7.2(b)(ii) to (iv) require the applicant to supply information which it would not be required to supply under the Model.</p> <p>Policy clause 7.2(c)(iv) requires the applicant to assert that the proposed facilities and equipment will meet the technical rules.</p> <p>Policy clause 7.2(c)(v) requires the applicant to provide details of any exemptions to the technical rules sought.</p> <p>Policy clause 7.2(c)(vi) requires the applicant to nominate a controller if the applicant will not be the controller. Model clause A2.22(g)(ii) allows the applicant to elect to nominate a controller.</p> <p>Policy clauses 7.2(c)(vii) and (viii) differ as the Policy does not differentiate between entry and exit points.</p> <p>Policy clauses 7.2(c)(ix) and (x) require the applicant to supply information which it would not be required to supply under the Model.</p> <p>Policy clause 7.2(d)(i) requires the applicant to make a preliminary proposal as to manner of payment of capital contributions while Model clause A2.22(h) allows the applicant to elect to do so. The ability of the applicant to amend its proposal is dealt with in clause 9.2.</p> <p>Policy clause 7.2(d)(ii) requires the applicant to supply information which it would not be required to supply under the Model.</p> <p>See generally Reasons clause 10.</p> |
| A2.23   |            | <p>Not provided for in Policy.</p> <p>See Reasons clause 7.</p>  |

| MODEL   | POLICY        | ISSUES  |
|---------|---------------|---|
| Section | Clause        |   |
| A2.26   | <b>7.4(b)</b> | No difference.  |
|         | <b>7.4©</b>   | Not provided for in Model.<br>See Reasons section 10. |
| A2.27   | <b>7.4(d)</b> | No difference.  |
| A2.28   | <b>7.5(a)</b> | No difference.  |
| A2.29   | <b>7.5(b)</b> | No difference.  |
| A2.30   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.31   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.32   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.33   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.34   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.35   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.36   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.37   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.38   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.39   |               | Not included in Policy.<br>See Reasons section 5.     |
| A2.40   |               | Not included in Policy.<br>See Reasons section 5.     |

| MODEL   | POLICY        | ISSUES  |
|---------|---------------|---|
| Section | Clause        |   |
| A2.41   | <b>3.1</b>    | No difference.  |
| A2.44   | <b>3.1(b)</b> | No difference.  |
|         | <b>3.1(c)</b> |   |
| A2.45   | <b>8.1(a)</b> | No difference.  |
| A2.46   | <b>8.1(b)</b> | No difference.  |
| A2.47   | <b>8.1(c)</b> | Model clause is subject to clause A2.61, which relates to tender projects. Policy is not so subject. Otherwise no difference.   |
| A2.48   | <b>8.1(d)</b> | No difference.  |
| A2.49   | <b>8.2</b>    | No difference.  |
| A2.50   | <b>8.3</b>    | No difference, with the exception of differences identified above with respect to the definition of “first come first served”.<br>See Reasons sections 2 and 11.  |
| A2.51   | <b>8.4</b>    | Policy provision includes circumstances in which bypass is permitted (i.e. supplier of last resort, default supplier, direction by Authority) which are not provided for in the Model.<br>See Reasons sections 2 and 11.  |
| A2.52   | <b>8.5</b>    | No difference.  |
| A2.53   | <b>8.6</b>    | No difference.  |
| A2.54   | <b>8.7</b>    | Model provides for inclusion of a waiting period – denoted by the variable $[x]$ – which should be at least 20 days, unless the Authority considers otherwise. Policy addresses this requirement by providing for a period of at least 20 days. No issue unless the Authority considers that a different period is appropriate. Otherwise no difference between Model and Policy. |
| A2.55   | <b>8.8</b>    | No difference.  |
|         | <b>8.9</b>    | Model does not provide for the service provider to treat competing applications as having the same priority, except in relation to applications in relation to tender projects etc under clauses A2.56 to A2.62. To this extent, clause 8.9 of the Policy provides for matters not provided for in the Model.<br>See Reasons section 11.  |
| A2.56   |               | Not included in Policy.   |
| A2.57   |               | Not included in Policy.   |

| MODEL   | POLICY         | ISSUES   |
|---------|----------------|--|
| Section | Clause         |  |
| A2.58   |                | Not included in Policy.  |
| A2.59   |                | Not included in Policy.  |
| A2.62   |                | Not included in Policy.  |
| A2.63   |                | Not included in Policy.  |
| A2.64   | <b>8.10(a)</b> | No difference.   |
| A2.65   | <b>8.10(b)</b> | The only difference is that under the Policy the obligation is to use reasonable endeavours to comply with timeframes whereas under the Model the obligation is to comply.   |
| A2.66   | <b>8.11</b>    | No difference.   |
| A2.67   | <b>8.12</b>    | No difference.   |
| A2.68   | <b>8.13</b>    | Under Policy Western Power is required to provide information about position in queue to existing users with a conditional access contract, in addition to the requirement to provide information to any applicant.<br><br>Policy does not require Western Power to notify if any competing applications are project-related applications (N.B. The Policy does not include provisions regarding project-related applications, unlike the Model).<br><br>Otherwise, no difference. |
| A2.69   | <b>8.14</b>    | Under Policy, information is to be provided as part of initial response, not upon initial lodgement of application as is provided for under the Model. See reasons section 11.<br><br>Otherwise no difference.   |
| A2.70   | <b>9.1(a)</b>  | No difference.   |
|         | <b>9.1(b)</b>  | Not provided for in Model.   |
| A2.71   | <b>9.1©</b>    | No difference.   |
| A2.72   | <b>9.2</b>     | Policy provides for applicant to revise its preferred manner of contribution under the capital contributions policy, rather than to add to the application the terms of a works contract or payment contract under the capital contributions policy, as provided for under the Model.  |
| A2.73   | <b>9.3(a)</b>  | No difference.   |
| A2.74   | <b>9.3(b)</b>  | No difference.   |
| A2.75   |                | Not provided for in Policy.<br><br>See Reasons section 11.   |

| MODEL   | POLICY                            | ISSUES   |
|---------|-----------------------------------|--|
| Section | Clause                            |  |
| A2.76   | <b>9.4</b>                        | No difference.   |
| A2.77   | <b>9.5</b>                        | No difference.   |
| A2.78   | <b>9.6(a)</b>                     | No difference.   |
| A2.81   | <b>10.1</b>                       | No difference.   |
| A2.82   | <b>14.1</b>                       | No difference.   |
| A2.83   | <b>14.2</b>                       | No difference.   |
| A2.84   | <b>14.3</b>                       | The requirement in clause A2.84(b) of the Model is not provided for in the Policy. Otherwise no difference between the Model and the Policy.   |
|         | <b>10.2</b>                       | Not provided for in Model.<br>See Reasons section 12.  |
| A2.85   | <b>14.4</b>                       | Model does not prevent parties from entering into an access contract which contains a condition precedent the fulfilment of which a period of more than 18 months is allowed for fulfilment, whereas under the Policy such a condition may not take longer than 6 months to be fulfilled.<br>See Reasons section 12.   |
|         | <b>14.5</b>                       | Not provided for in Model.<br>See Reasons section 12.  |
|         | <b>14.6</b>                       | Not provided for in Model.<br>See Reasons section 12.  |
|         | <b>14.7</b>                       | Not provided for in Model.   |
| A2.86   | <b>14.8(a)<br/>&amp;<br/>14.9</b> | Under the Policy - clause 14.8(a) - unlike the Model, in relation to the provision of security for obligations under an access contract:<br><br>there is an objective test (i.e. certain credit ratings are specified), rather than a subjective test (i.e. reasonable assumption of credit risk);<br><br>there is an express statement that an advance be by way of cash deposit;<br><br>there is an express exclusion of possibility of Western Power paying interest on a cash deposit;<br><br>there is provision that the bank guarantee be "irrevocable and unconditional".<br><br>In relation to security for payments due under the capital contributions policy, the Policy - clause 14.9 - provides for Western Power to impose "contract provisions related to the payment" without any benchmark, whereas the Model provides the applicant with an election between two objectively defined alternatives for securing the payment.<br><br>See Reasons section 14. |

| MODEL   | POLICY         | ISSUES   |
|---------|----------------|--|
| Section | Clause         |  |
| A2.87   |                | Not provided for in Policy. The Policy, unlike the Model, does not allow the applicant to propose alternative security arrangements in respect of an access contract.<br><br>See Reasons section 14.   |
| A2.89   | <b>11.1</b>    | Under the model in relation to class 1 and 2 applications the service provider is only required to notify the classification of the competing application. However, under the Policy a number of other requirements are imposed for such applications.<br><br>In relation to class 3 applications the service provider is required to provide the estimated costs of processing the application, which is not a requirement under the Model.<br><br>Also in relation to class 3 applications the Model provides for an estimate of the time for a preliminary assessment. However, under the Policy there is no provision for a preliminary assessment and so this requirement of the Model is not included. |
| A2.90   | <b>11.2(a)</b> | The effect of the Model provision is that, unless the Authority considers otherwise, the initial response should be provided within the times specified in the Policy. There is, therefore, no difference between the Policy and the Model, subject to the Authority considering that alternative periods for an initial response are more appropriate.  |
| A2.91   | <b>11.2(b)</b> | No difference.   |
| A2.92   | <b>11.3</b>    | No difference.   |
| A2.93   |                | Not provided for in Policy.<br><br>See Reasons section 7.  |
| A2.94   |                | Not provided for in Policy.<br><br>See Reasons section 7.  |
| A2.95   |                | Not provided for in Policy.<br><br>See Reasons section 7.  |
| A2.96   | <b>11.4(a)</b> | Western Power may request progress report once per fortnight, not once per month as is provided for under the Model. See Reasons section 11.<br><br>Otherwise no difference.   |
| A2.97   | <b>11.4(b)</b> | Applicant may request progress report once per fortnight, not once per month as is provided for under the Model. See Reasons clause 11.<br><br>The Policy does not include preliminary assessments unlike the Model, and so the provisions of this section of the Model relating to preliminary assessments are not included in the Policy. See Reasons clause 7.<br><br>Otherwise no difference.  |
| A2.98   |                | Not included in Policy. See Reasons clause 7.  |

| MODEL   | POLICY         | ISSUES  |
|---------|----------------|---|
| Section | Clause         |   |
| A2.101  | <b>10.4(a)</b> | No difference.  |
| A2.102  | <b>10.4(b)</b> | No difference.  |
|         | <b>13.2</b>    | Not provided for in Model.<br>See Reasons section 15.   |
| A2.103  | <b>14.10</b>   | Unlike Model, Policy does not differentiate in treatment of different classes of applications. Therefore there are differences between the Policy and the requirements in relation to each class of application under the Model.<br>See Reasons section 15. |
| A2.104  |                | Not provided for in Policy.<br>See Reasons section 15.  |
|         | <b>14.11</b>   | Not provided in Model.<br>See Reasons section 15.   |
| A2.105  | <b>14.12</b>   | Policy includes a requirement that the terms be negotiated in good faith by the parties, which is not included in the Model provisions.<br>See Reasons section 15.  |
|         | <b>14.13</b>   | Not provided for in Model.<br>See Reasons section 15.   |
| A2.106  | <b>14.14</b>   | No difference.  |
| A2.107  | <b>15.1</b>    | Model contains negative definition of access contract. Policy contains positive definition. Otherwise no difference.  |
| A2.108  | <b>15.2</b>    | No difference.  |
| A2.109  | <b>15.3</b>    | Unlike the Model, the Policy:<br>specifies treatment of priority of amended application; and<br>does not specify that further offer must incorporate requested amendments.<br>Otherwise no difference.  |
|         | <b>15.4</b>    | Not provided for in Model.<br>See Reasons section 16.   |
| A2.110  | <b>15.5</b>    | Policy specifies that applicant is responsible for stamp duty, unlike the Model.<br>Otherwise no difference.  |
| A2.111  | <b>15.6</b>    | No difference.  |