

Applications and Queuing Policy



ELECTRICITY NETWORKS CORPORATION ("WESTERN POWER")

ABN 18 540 492 861

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

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

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PART A - COMMON PROVISIONS

1. Operation and objective

1.1.1 Operation of this *applications and queuing policy*

This applications and queuing policy operates in the manner shown in [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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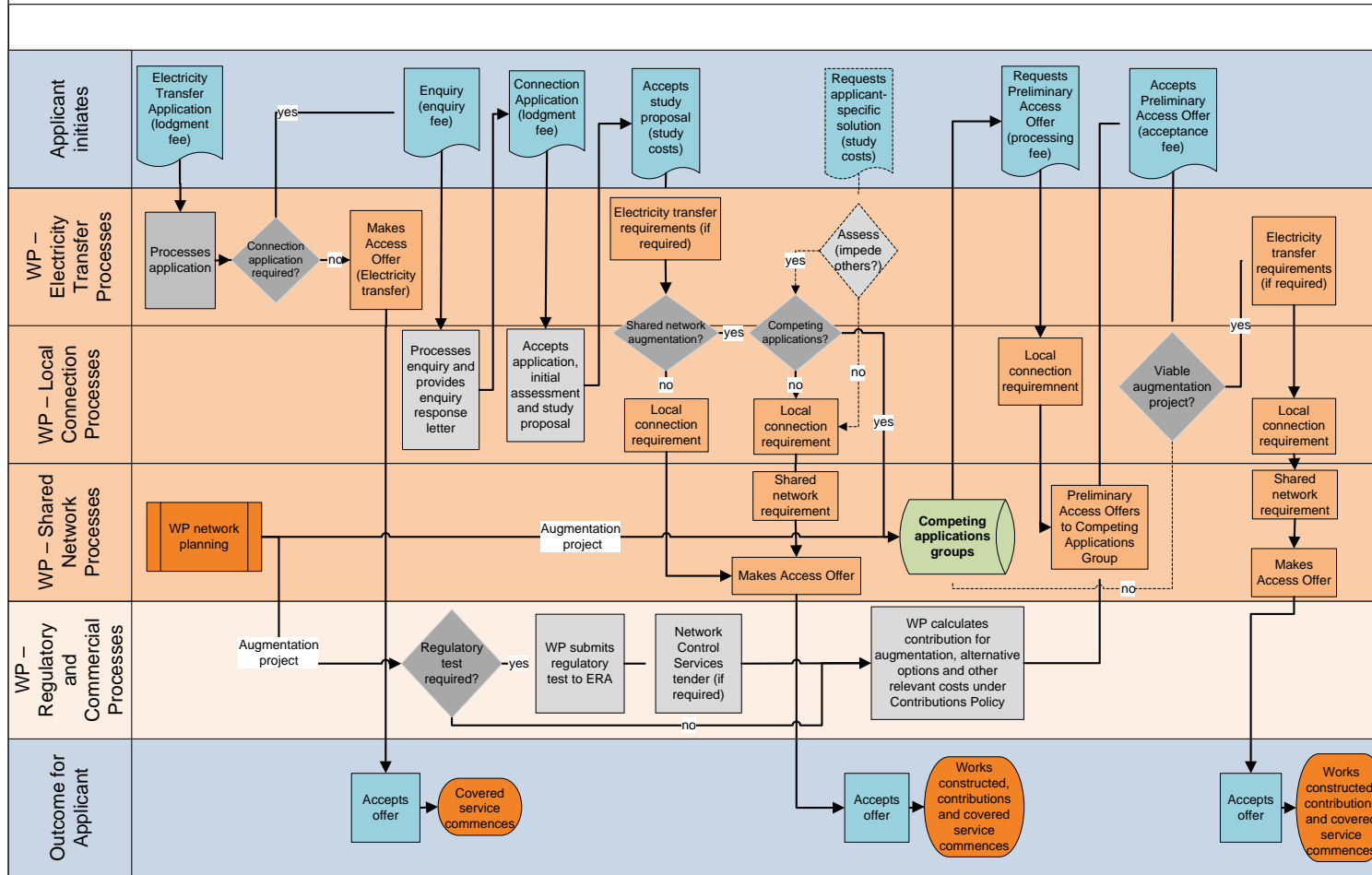
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Figure 1: Access, Connection and Transfer Applications Policy – Process Overview



Figure

1: Applications process

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2. Introduction

2.1 Definitions

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

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

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

{Note: Under the *Code* “access agreement” has the meaning given to it in part 8 of the *Act*, and under section 13.4 (d) of the *Code* includes a “*deemed access contract*”. The definition of “access agreement” under the *Act* is “an agreement under the *Code* between a network service provider and another person (a “network user”) for that person to have access to services”.]

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

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

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

- (a) whether the applicant or the service provider has complied with, or the manner in which the applicant or the service provider has purported to comply with, the applications and queuing policy; and
- (b) the terms and conditions, including service standards, on which the applicant should be permitted to acquire covered services from the service provider; and
- (c) whether work is required work and the terms and conditions applying, or proposed to apply, to any such work; and
 - (ca) anything connected with or arising out of a proposed contribution; and
 - (cb) a matter heard under section 15.7; and
 - (cc) anything connected with or arising out of Appendix 8; and
 - (cd) anything connected with or arising out of Appendix 9; and
- (d) whether the service provider should grant the applicant an exemption to the technical rules under section 12.34; and
- (e) the arrangements which will apply in respect of a supplementary matter connected with the *access application*”.]

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

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

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

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{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*.

“**AOP guideline**” means the guideline published by Western Power on its website providing guidance on the operation of this applications and queuing policy.

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

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

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

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

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

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“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*.

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“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*.

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

“confidential information” means

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

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

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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,

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

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

“connection point” means:

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

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

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

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

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

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

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

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

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

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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*,

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*".}

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

“Customer Transfer Code” means the *Electricity Industry Customer Transfer Code 2004*, made under section 39(2)(a) of the Act in respect of the matter referred to in section 39(2)(b) of the Act, and includes all rules, policies or other subordinate documents developed under the *Customer Transfer Code*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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“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.

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[\(Note: Examples of operational solutions could include generator runback schemes, load inter-trips, and off grid voltage support\)](#)

[“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*.

[\(Note: Some costs and fees that may be levied under this applications and queuing policy may not be specified as firm values in the price list.\)](#)

[“priority”, 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.](#)

[“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.~~

“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”.)

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“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.

“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*.

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

- (a) expressly; and
- (b) in writing; and
- (c) after the retailer obtaining the consent has in plain language appropriate to the contestable customer disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and
- (d) by a person whom a retailer (acting reasonably) would consider competent to give consent on the contestable customer’s behalf; and
- (e) which has not expired under clause 1.5”.)

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

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

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

2.2 Application of this applications and queuing policy to *connection applications* and *electricity transfer applications*

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

2.3 Interpretation

- (a) Unless:
 - (i) the contrary intention is apparent; or
 - (ii) the term has been redefined in clause 4.2,
 a term with a defined meaning in the *Code* has the same meaning in this applications and queuing policy.
- (b) Unless the contrary intention is apparent:
 - (i) a rule of interpretation in the *Code*; and
 - (ii) the *Interpretation Act 1984*,
 apply to the interpretation of this applications and queuing policy.

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2.4 ~~Transition of prior~~ **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.

(c) To the extent permitted by law, for the purposes of timeframes within this applications and queuing policy only, an application made prior to the current access arrangement period shall be deemed to have been made on the day the current access arrangement period commences.

2.5 **Supplementary matters apply**

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

2.6 **Exercising an option not affected**

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

2.7 **AQP Guideline**

(a) Western Power will develop an AQP guideline.

(b) In preparing the AQP guideline, Western Power will consult with interested parties by:

(i) Publishing a public notice of its intention to develop an AQP guideline in a newspaper with general circulation in Western Australia, and setting a closing date for submissions of at least four weeks;

(ii) Accepting and considering written submissions received by the closing date;

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- (iii) Publishing a draft AQP guideline on its website and advising of the publication in a newspaper with general circulation in Western Australia;
 - (iv) Holding a public forum on the draft AQP guideline;
 - (v) Inviting further written submissions on the AQP guideline by a specified closing date of at least three weeks;
 - (vi) Accepting and considering oral submissions on the AQP guideline at the public forum and written submissions received by the closing date; and
 - (vii) Publishing a final AQP guideline.
- (c) If an interested party (who has made submissions during the development of the AQP guideline) does not consider the final AQP guideline is sufficiently detailed for its purposes or does not comply with the Code or this applications and queuing policy, it may notify Western Power and the Economic Regulation Authority and specify the matters where it considers, as applicable, there is insufficient detail in the AQP guideline or non-compliance with the Code or this applications and queuing policy. After receiving a notice, the Economic Regulation Authority may, after consulting with Western Power and taking into account any submissions Western Power makes, at its discretion direct Western Power to provide further detail in the AQP guideline in the areas raised in the notice or address the areas of non-compliance. Western Power will respond to the direction from the Economic Regulation Authority by consulting with interested parties by:
 - (i) Developing a draft AQP guideline addressing the areas raised in the notice by providing further detail or addressing the areas of non-compliance;
 - (ii) Publishing a draft AQP guideline on its website and advising of the publication in a newspaper with general circulation in Western Australia and setting a closing date for written submissions on the draft AQP guideline of at least three weeks;
 - (iii) Accepting and considering written submissions on the draft AQP guideline received by the closing date; and
 - (iv) Publishing a final AQP guideline addressing the areas raised in the notice by providing further detail.
- (d) The AQP guideline will cover matters including but not limited to:
 - (i) how competing applications in a competing applications group will be processed;
 - (ii) how timing of network augmentations will be coordinated with the applications;

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(iii) how the *competing applications group* concept will operate; and

(iv) what happens when an offer to all members of a *competing applications group* is conditional on acceptance by all *applicants*.

(e) The AQP guideline will contain examples and case studies demonstrating how the applications and queuing policy will work in practice.

(f) If an interested party is directly affected by a decision made by Western Power under this applications and queuing policy and considers that Western Power has not followed the AQP guideline in making its decision, the interested party may refer this matter to the Arbitrator as an *access dispute*.

(g) Western Power may from time to time make amendments to the AQP guideline. Except where the amendment is a non-material change to the AQP guideline, in making the amendment Western Power must comply with the procedures in clause 2.7(b) and clause 2.7(c) on the basis those procedures apply to the making of an amendment in the same way as they apply to the making of the initial AQP guideline. For the purposes of the application of clause 2.7(c) if an interested party (who has made submissions during the development of the amended AQP guideline) does not consider the final amended AQP guideline is sufficiently detailed for its purposes or does not comply with the Code or this applications and queuing policy, it may notify Western Power and the Economic Regulation Authority and specify the matters where it considers, as applicable, there is insufficient detail in the amended AQP guideline or non-compliance with the Code or this applications and queuing policy.

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3. The application

3.1 Applications to be made in good faith

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

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3.2 Commencing the *application* process

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

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

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

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

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

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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(ii)(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.

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3.4 Related electricity transfer application and connection application

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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:

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(c) be submitted concurrently by the retailer or generator; or

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

3.5 Information required with all applications

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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

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(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

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(iii) whether the applicant is an existing user, and if so, details of the applicant's existing access contract,

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- (b) any conditions precedent that the *applicant* seeks to include in the resulting access offer; and
- (c) details of the *connection point*, including:
 - (i) the location or *NMI* of the *connection point*, as applicable; and
 - (ii) the forecast annual *consumption* of electricity, if applicable; and
 - (iii) the forecast annual *generation* of electricity, if applicable,and
- (d) such information concerning the *applicant* as Western Power requires, acting as a reasonable and prudent person, to assess the *applicant's* ability to meet its obligations under the resulting access contract.

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3.6 Information required with electricity transfer applications

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

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

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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;
 - (i) *works*; and
 - (ii) *covered services* involving the transfer of electricity that are likely to be sought under an associated *electricity transfer application*,as applicable, and
- (d) the *capacity* sought, if applicable; and
- (e) such information regarding the *facilities* and *equipment* at the *connection point* to the extent required by:
 - (i) the *technical rules*; and
 - (ii) Western Power acting as a *reasonable and prudent person*,and
- (f) a full description of any exemptions to the *technical rules* sought by the *applicant* under Chapter 12 of the *Code*.

3.8 One electricity transfer access contract per connection point

Each *connection point* must be included in one and only one *electricity transfer access contract* to allow the transfer of electricity at that *connection point*.

3.9 Forecasts of information

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

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

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3.10 Errors or omissions in an application

- (a) If Western Power becomes aware of any material error or omission in an *application* it must immediately notify the *applicant* about it and may request information under clause 3.11.
- (b) If an *applicant* is notified by Western Power under clause 3.10(a) or otherwise becomes aware of any material error or omission in an *application*, it must amend the *application* to remedy it as soon as practicable after becoming aware of it.
- (c) If Western Power has notified the *applicant* under clause 3.10(a), the *applicant* must amend the *application* to remedy the material error or omission within 20 business days, or the *application* [and, as applicable, any associated electricity transfer application or connection application](#) will be deemed to have been withdrawn.
- (d) If remedying an error or omission in an *application* amounts to a material amendment to the *application*, clause [24.1324A](#) applies.

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3.11 Additional information

- (a) At any time, Western Power may, acting as a reasonable and prudent person, request the *applicant* to provide further information that Western Power reasonably requires to enable it to process the *application*.
- (b) If Western Power has notified the *applicant* under clause 3.11(a), the *applicant* must amend the *application* to provide the additional information within 20 business days, or the *application* [and, as applicable, any associated electricity transfer application or connection application](#) will be deemed to have been withdrawn.
- (c) If providing additional information for an *application* amounts to a material amendment to the *application*, clause [24.1324A](#) applies.

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3.12 Western Power must be expeditious and diligent

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

3.13 Amendment and withdrawal of application

- (a) An *applicant* may at any time, by notice in writing to Western Power, amend an *application*.
- (b) If an amendment to an *application* results in a change to the original *lodgement fee*, Western Power may charge the applicant the new *lodgement fee* or refund part of the original *lodgement fee*, having regard for the work already completed in processing the *application*.

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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.

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3.14 Applications do not expire

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

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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 are:
 - (i) 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 precedents in those access contracts are fulfilled.

4.6 Objectives with regard to conditions precedent

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

- (a) conditions precedent in access contracts should facilitate the development of electricity consuming and generating projects and provide flexibility; and
- (b) conditions precedent should not unduly impede the ability of Western Power to provide covered services to competing applicants with later priority or cause uncertainty and delay; and
- (c) conditions precedent should not constitute an inappropriate barrier to entry into a market or be for the purpose of hindering or preventing access by any person to covered services.

4.7 Conditions precedent and determination of spare capacity

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

4.8 Conditions precedent not longer than 8 months

- (a) Western Power and an *applicant* may not enter into an access contract that contains a condition precedent for which a period of longer than 8 months from the date the access contract was entered into is allowed for its fulfilment.

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(b) If, after 8 months, a condition precedent in an *access contract* has not been fulfilled, then:

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(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

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(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

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(ii) Baa from Moody's Investor Service Pty Ltd,

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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

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

5. Entering into or modifying an access contract

5.1 When *access offer* becomes *access contract*

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

5.2 Applicant's options on receipt of an *access offer*

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

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

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

5.3 If applicant rejects access offer and requests amendments

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

- (a) prioritise the amended application in accordance with clause 24.13; and
(b) address the amended application in accordance with this applications and queuing policy;
(c) make a further access offer to and 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:

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

5.5 Access/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 response/relation to which the access offer/contract was made/entered ceases to exist.

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6. Confidentiality

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.

6.2 Confidential information must not be disclosed

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
- (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:
 - (i) a new *connection point fee*; or
 - (ii) an *access contract* modification fee; or
 - (iii) a new *access contract fee*.
- (b) If the *applicant* is not an existing *user*, then the *lodgement fee* must be paid at the time the *applicant* lodges its *electricity transfer application*.
- (c) If the *applicant* is an existing *user*, then the *lodgement fee* will be added to the next invoice under the *user's* existing *access contract*.
- (d) Western Power must notify the *applicant* that it has received the *applicant's electricity transfer application* within 5 *business days*.
- (e) Subject to Western Power performing a security assessment under clause 4.9, if the *applicant* is an existing *user* and selects a *reference service*, then Western Power must use reasonable endeavours to make an *access offer*, by notice to the *applicant*, to modify the *applicant's access contract*:

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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,

whichever is later.

(f) Subject to Western Power performing a security assessments under clause 4.9, if the applicant is not an existing user, and selects a reference service, Western Power must use reasonable endeavours to make an access offer:

- (i) within 10 business days of receiving the complete electricity transfer application; or
- (ii) within 5 business days of an access offer being signed by an applicant for any associated connection application,

whichever is later.

7.2 Where applicant seeks a non-reference service

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

7.3 Connection application costs not affected

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

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7.4 Variation from this applications and queuing policy

An *applicant* and Western Power may agree to deal with any matter in connection with the *applicant's application* in a manner different to the treatment of the matter in this applications and queuing policy as long as the ability of Western Power to provide a *covered service* that is sought by another *applicant* is not impeded.

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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*:

(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*.

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(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:
- (i) if the *applicant* is an existing *user*, the new *connection point lodgement fee* applies to the *application*; or
 - (ii) if the *applicant* is not an existing *user*, the new *access contract lodgement fee* applies to the *application*,
- but if the *applicant* is seeking a *non-reference service* then clause 7.2 applies to the *application*.
- (c) If an *applicant* submits an *electricity transfer application* subsequent to Western Power making an *access offer* for an associated *connection application* (to the *applicant*, its *customer* or another person) and:
- (i) the *capacity*; or
 - (ii) the *services start date* (as relates to the transfer of electricity); or
 - (iii) the *services end date* (as relates to the transfer of electricity),
- sought in the *connection application* and the *electricity transfer application* are not the same, such that the application of the *contributions policy* based on the information in the *electricity transfer application* would produce a *contribution* different to that specified in the *access offer* for the associated *connection application*, then Western Power may:
- (iv) where the *contribution* would be higher to that specified in the *access offer*, require the *applicant* to pay the difference; or
 - (v) where the *contribution* would be lower to that specified in the *access offer* and the *contribution* specified in the *access offer* has been paid by the *applicant*, rebate the difference to the person who paid a *contribution* in respect of the *connection application*,
- as applicable.
- (d) The *services start date* for the *covered services* sought under the *electricity transfer application* will be the later of:

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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*.

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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

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- (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:

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- (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:

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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 10.1(d)(i), from the date Western Power received the *electricity transfer application* under clause 10.1(a); and
- (B) otherwise, from the date Western Power received the *complete connection application*.

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- (e) If the *application* requests a new *covered service* that is serviced at a different voltage than the existing *covered service*, then Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*.

10.2

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(d), 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

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 0,

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 ~~10.10~~, accept the change of *covered service*, where Western Power is satisfied, as a reasonable and prudent person, that the new *covered service* will be sufficient to meet the actual requirements of the *applicant*, and that it is required by reason of one or more of the following circumstances:
 - (i) a change in the actual *consumption* or *generation* by the *applicant* in respect of that *connection point* over the 12 month period prior to the *applicant* giving notice under clause 10.1(a) or 10.2(a) (as applicable), as recorded by the *metering equipment*; or
 - (ii) a change in the nature of the business or operation conducted at the connection point; or
 - (iii) a shutdown of the business or operation conducted at the connection point (including a shutdown for maintenance purposes) for longer than 1 continuous month; or
 - (iv) a rapid increase or decline in the business at the connection point; or
 - (v) a decrease in the number of capacity credits (as defined in the Market Rules) allocated to any generating plant at the connection point under the Market Rules; or
 - (vi) as part of a *relocation* or; or
 - (vii) some other special circumstance,

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

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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.

11.2 Re-energisation

- (a) An *applicant* who seeks to *re-energise* an existing *de-energised connection point* must submit an *electricity transfer application* on the *application form* that is applicable for the type of *facilities and equipment connected* or to be *connected at the connection point*.
- (b) If the *applicant* does not have an *electricity transfer access contract*, then the *lodgement fee* for a new *access contract* applies to the *application*, plus costs associated with the *re-energisation* under the *Metering Code*.
- (c) If the *de-energised connection point* is not on the *applicant's electricity transfer access contract*, then the *lodgement fee* for a new *connection point* applies to the *application*, plus costs associated with the *re-energisation* under the *Metering Code*.
- (d) If the *de-energised connection point* is on the *applicant's electricity transfer access contract*, then only the costs associated with the *re-energisation* under the *Metering Code* apply to the *application*.
- (e) Subject to clause 11.2(g), Western Power must determine, as a reasonable and prudent person, within 5 business days whether it will accept the request for *re-energising*.
- (f) If Western Power determines that it cannot accept the request for *re-energising* under clause 11.2(e), then:
 - (i) Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*; and
 - (ii) the *priority* date of such *connection application* shall be determined:
 - (A) if a *complete connection application* is received by Western Power within 20 business days of the notice sent to the *applicant* under clause 11.2(f)(i), from the date Western Power received the *electricity transfer application* under clause 11.2(a); and

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

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(g) Nothing in clause 11.2 derogates from the obligations of Western Power to *re-energise a connection point* within the timeframes specified in clause 8.2 of the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004* or regulations 7 and 8 of the *Electricity Industry (Obligations to Connect) Regulations 2005*.

12. Electricity transfer application to obtain a new access contract

(a) An *applicant* who seeks a new *access contract*, other than under clauses 8 to 11, may make an *electricity transfer application* by notice to Western Power.

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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

(a) When:

(i) an *applicant* makes an *electricity transfer application* or a *connection application* to establish a new *exit point*; or

(ii) an *incoming retailer* makes a *customer transfer request* with regard to an *exit point*,

Western Power must determine if the *exit point* is, or will be, *contestable* under clause 13.2.

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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

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

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(a) Western Power has previously determined that the *exit point* is *contestable*; or

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(b) the latest 12 months' actual *consumption* at the *exit point* is equal to or greater than the *contestability threshold*; or

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

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

13.3 Rejection of application

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

{Note: Under section 54 of the *Electricity Corporations Act 2005* Western Power is prohibited from making an *access offer* to an *applicant* to provide *covered services* to that *applicant* at or for an *exit point* that is not *contestable*, except where the *applicant* is the 'Electricity Retail Corporation' (as defined in section 3 of the *Electricity Corporations Act 2005*) or a subsidiary of the *Electricity Retail Corporation*.}

14. Connection point configuration

14.1 Rules for mapping network assets to a single connection point

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

- (a) the proposed configuration must meet the *WA Electrical Requirements*, made pursuant to regulation 49 of the *Electricity (Licensing) Regulations 1991*; and
- (b) a *connection point* may be associated with one or more *revenue meters* which measure and record *energy data*, or none if it is an *unmetered connection point*; and
- (c) if the *connection point* is associated with more than one *revenue meter*, they must be either all *interval meters* or all *accumulation meters*, and not a combination of *interval meters* and *accumulation meters*; and
- (d) a *connection point* may 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*.

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14.2 One NMI per connection point

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

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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.

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(b) The *lodgement fee* for a new *connection point* applies to an *application* made under clause 14.1.

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(c) Where an *applicant* applies under clause 14.3(a), the *applicant* must demonstrate that the *connection points* are integral to a single business.

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{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*.

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(f) If Western Power determines that it cannot accept the *application* under clause 14.3(e), then:

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(i) Western Power must notify the *applicant* that it must submit, or procure that its *controller* submits, a *connection application*; and

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

(A) if a *complete connection application* is received by Western Power within 20 *business days* of the notice sent to the *applicant* under clause 14.3(f)(i), from the date Western Power received the *electricity transfer application* under clause 14.3(a); and

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(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.

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{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*.

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,

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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.

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(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:

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(i) the time period is extended by the amount of time agreed; and

(ii) unless otherwise agreed, the time for complying with any other obligation is extended by the same amount of time.

15.2 Concurrent applications

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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 APPLICATIONSAPPLICATIONS

16. Specific *connection applications*

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16.1 *Connection application* for a new *connection point*

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

(i) submit a *connection application* on the *connection application form* that is applicable for the type of *facilities and equipment* to be *connected* at the *connection point*; and

(ii) submit, or procure that its *retailer* submits, an *electricity transfer application* under Part B of this *applications and queuing policy*.

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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 0, 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

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

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

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

- (b) If there is no applicable *application form* provided for a *connection application* then the *applicant* may submit its *connection application* by notice to Western Power.

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17. Lead time for *connection applications*

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

- (a) the time required to determine if any *works* are required, and if so then the time required to plan, design, cost, approve, finance, construct and commission the *works*, including, if applicable, the time required to perform a *regulatory test*; and
- (b) the time required to finalise an *access offer* for the *connection application*; and
- (c) if the *applicant* has requested a derogation from the *technical rules*, then the time required to process this request.

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18. Informal 17A. Pre-enquiry discussions

18.1 17A.1 Applicant may contact Western Power

~~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.

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, ~~except to the extent that it is prevented from doing so by clause 6.2,~~ provide the party with all existing commercial and technical information that is in Western Power's possession that is reasonably needed by the party to help it decide whether to make an application.

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.

18.2 Applicant may request studies and information

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

(a) Western Power must endeavour to perform such work within a reasonable time, ~~provided it does not affect the timing;~~ and ~~cost of processing applications currently in the queue~~

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

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

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(c) clause 20 applies.

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

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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 endeavour to send 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 Western Power is not able to provide all the information to be contained in the *enquiry* response letter to the *applicant* within 20 business days then it will within that 20 business days, send an *enquiry* response letter to the *applicant* with as much information as is available to Western Power, together with an estimated time within which the balance of the information will be provided. Western Power will endeavour to send the balance of the information to the *applicant* within a further 20 business days.

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

19.1 Initial response

(a) Subject to clause 19.1(b), Western Power must provide an *initial response* to the *applicant* within 20 business days of receiving the *applicant's connection application*, specifying:

- (i) the time by which Western Power will provide a preliminary assessment under clause 19.3 with regards to the *connection application* (if requested); and
- (ii) the time by which Western Power expects to make an *access offer*; ~~and~~

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

(iii) unused

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

19.2 Initial response is not binding

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

19.3 Preliminary assessment

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

(a) 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

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

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20. Connection application costs

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20.1 Applicant must pay costs

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- (a) If:
 - (i) ~~during informal discussions~~ 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~~
 - (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 ~~expects~~considers 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 from~~by an actual or prospective applicant, it must perform any system or other studies, prepare detailed cost estimates or do any other works or where an applicant requests a study under clause ~~20.1~~20.3 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

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

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~~(e)(iii)~~ the *applicant* may reject the proposal, and in ~~which such~~ 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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~~(d)(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

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(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.

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

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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))

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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).

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20.3 20.4

referred to Arbitrator

Disputes may be

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 access 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).

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20A. Unpaid fees or charges

Where any fees or charges under this access 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

~~22. Subject to the queuing rules, Western Power must ensure that connection applications are processed in accordance with the first come, first served principle.~~

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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 ~~22~~24 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) The *queuing rules* apply only where there are *competing connection applications*.~~
- ~~(b) The *queuing rules* apply to determine the *priority* of an *applicant’s connection application* in the *queue*.~~

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

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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.~~

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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:

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- (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.~~

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24.14 Dormant applications

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

24.15 Existing access contracts and determination of spare capacity

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

24.16 Provision of information about position in queue

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

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~~(a) in respect of each competing connection application in the queue:~~

- ~~(i) the fact that the competing connection application exists in the queue; and~~
- ~~(ii) whether the competing connection application is ahead of, or behind, the applicant's position in the queue;~~

~~and~~

~~(b) a description of the circumstances which caused the connection applications in the queue to be competing connection applications (including information in reasonable detail regarding the aggregated capacity requirements of those competing applications which are ahead of the applicant in the queue); and~~

~~(c) the likely time until the making of an access offer and the commissioning of any necessary augmentation in respect to the competing connection application; and~~

~~(d) except to the extent that it is prevented from doing so by clause 6.2, in respect of each competing application in the queue:~~

- ~~(i) the capacity requirements of the competing connection application; and~~
- ~~(ii) the geographic location at which the competing connection application seeks the capacity; and~~
- ~~(iii) reasonable details regarding any augmentation required by the competing connection application.~~

24.17 When Western Power is to provide queue information

Western Power must provide the information in clause 24.13:

~~(a) as part of the initial response to an application to the extent Western Power is reasonably able to do so, but in any case as part of the preliminary assessment under clause 19.3 with respect to an application; and~~

~~(b) at any time after a reasonable request by the applicant for updated information; and~~

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

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24. Where there are competing applications

24.1 Formation of *competing applications groups*

- (a) Where Western Power assesses that an *application* is competing with other *applications*, then Western Power may elect to 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*.
- (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).
- (c) To the extent necessary to allow:
- (i) a supplier of last resort (as defined in section 67 of the Act) to comply with its obligations under Part 5 of the Act; or
 - (ii) a default supplier (as defined in section 59 of the Act) to comply with its obligations under section 59 of the Act.

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

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).

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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:

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- (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) make access offers to applicants within the competing applicants group. If Western Power makes access offers to applicants within the competing applicants group, it may make the access offers 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) revise its preliminary access offer and submit those revised preliminary access offers to applicants; or

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(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 *access 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*.]

24.7 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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24.9 Types of information

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

- (a) whether there are competing connection applications; and
- (b) a description of the circumstances which caused the connection applications to be competing connection applications (including information in reasonable detail regarding the aggregated capacity requirements of those competing connection applications); and
- (c) an estimate of the likely time until the making of an access offer; and
- (d) except to the extent that it is prevented from doing so by clause 6.2, in respect of each competing connection application:
 - (i) the capacity requirements of the competing connection application; and
 - (ii) the geographic location at which the competing connection application seeks the capacity; and
 - (iii) reasonable details regarding any augmentation required by the competing connection application.

24.10 When Western Power must update information

Western Power must provide the information in clause 24.9:

- (a) unused;
- (b) at any time after a reasonable request by the applicant, or by any existing user with an access contract with conditions precedent which have not yet been satisfied or waived, for updated information; and
- (c) as soon as practicable after a material change in the information previously notified under this clause 24.10, including when information of the kind referred to in clause 24.9(d) 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.

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

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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:

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- (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 access 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*.

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*:

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

25.2 Exemptions from *technical rules*

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

26. Making the *access offer*

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 []

PARTIES

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

RECITALS

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

OPERATIVE PROVISIONS

(a) Guarantee

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

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

(b) Secured Moneys

(i) Demand payment

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

(ii) Costs

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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;
 - (B) (**security rights**): any exercise or enforcement of any right or power conferred on Western Power;
 - (C) (**credit increases**): any extension of further, additional or increased credit or financial accommodation by Western Power, or agreement by Western Power to increase the amount secured; and/or
 - (D) (**payments**): the receipt or payment of any moneys, including moneys paid by Western Power by way of reimbursement to any third party.
- (iii) Set-Off exclusion

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

(c) Indemnity

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

(d) Guarantee protection

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

- (i) (**waiver**): the granting to any person by Western Power of any waiver;
- (ii) (**agreements**): any agreement, deed or document created with, or action or omission performed, representation made or non-disclosure of any fact or information by, Western Power or any person;
- (iii) (**Secured Moneys**): any increase or variation in the amount of the Secured Moneys occurring for any reason;

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

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

(e) Termination

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

(f) Governing Law

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

(g) General

(i) Continuing Security

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

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(ii) Further Assurance

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

(iii) Waivers

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

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