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.}
4.4 Services start date and services end date
4.5 Conditions precedent permitted in access contract
4.6 Objectives with regard to conditions precedent
4.7 Conditions precedent and determination of spare capacity
4.8 Conditions precedent not longer than 8 months
4.9 Security
4.10 Arbitrator's powers preserved

5. Entering into or modifying an access contract
5.1 When access offer becomes access contract
5.2 Applicant's options on receipt of an access offer
5.3 If applicant rejects access offer and requests amendments
5.4 If applicant accepts access offer
5.5 Connection application ceases to exist after signing

6. Confidentiality
6.1 Confidential information
6.2 Confidential information must not be disclosed

Part B – Electricity transfer applications

7. Costs and timing of processing electricity transfer applications
7.1 Where applicant seeks a reference service
7.2 Where applicant seeks a non-reference service
7.3 Connection application costs not affected
7.4 Variation from this applications and queuing policy

8. Eligibility criteria for reference services

9. Electricity transfer application for a new connection point
9.1 Customer transfer request
9.2 Creating a new connection point or connecting new generating plant

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
10.2 Increase or decrease in contracted capacity
10.3 More than 1 change or modification within 12 months
10.4 Modification of generating plant

11. De-energisation and re-energisation
11.1 De-energisation

11.2 Re-energisation

12. Electricity transfer application to obtain a new access contract

13. Contestability assessment
   13.1 Western Power must perform contestability assessment
   13.2 Rules for contestability
   13.3 Rejection of application

14. Connection point configuration
   14.1 Rules for mapping network assets to a single connection point
   14.2 One NMI per connection point
   14.3 Combining multiple connection points into a single connection point
   14.4 Separating a single connection point to create multiple connection points

15. Time to perform obligations
   15.1 Extension of time to perform obligations
   15.2 Concurrent applications

Part C – Connection applications

16. Specific connection applications
   16.1 Connection application for a new connection point
   16.2 Connection application for an increase or decrease of contracted capacity
   16.3 Connection application to modify generating plant
   16.4 Connection application to modify or augment the network
   16.5 Opt-out of competing applications group process

17. Lead time for connection applications
   17A. Pre-enquiry discussions
      17A.1 Applicant may contact Western Power
      17A.2 Informal discussions not binding
      17A.3 Provision of information on request
      17A.4 Provision of Confidential Information

18. Enquiry stage
   18.1 Compulsory enquiry notification
   18.2 Applicant may request studies and information
   18.2A Western Power to issue an enquiry response letter at conclusion of enquiry stage
18.3 *Enquiry* response letter and discussions not binding 48
18.4 Fee payable 48

19. Reporting during the processing of the *connection application* 48

19.1 Initial response 48
19.2 Initial response is not binding 49
19.3 Preliminary assessment 49
19.4 Updates and progress reporting 49

20. Connection application costs 50

20.1 Applicant must pay costs 50
20.2 Processing proposal 51
20.3 Applicant-specific solution option 52
20.3A Interaction between *applicant-specific solutions* and *competing applications groups* 53
20.4 Disputes may be referred to *Arbitrator* 54
20.5 Use of Engineering Firms to provide Studies 54
20A. Unpaid fees or charges 54

21. Contributions policy applies 55

22. Unused 55

23. Release of contracted *capacity* 55

24. Where there are competing applications 55

24.1 Formation of *competing applications groups* 55
24.2 Notice of intention to prepare a *preliminary access offer* 56
24.3 Response to notice of intention to prepare a *preliminary access offer* 57
24.4 Western Power’s actions following response to the notice of intention to prepare a *preliminary access offer* 57
24.5 Response to *preliminary access offers* 57
24.6 Subsequent *access offers* 58
24.6A Minimum and Maximum levels of acceptance 59
24.7 Changing composition of *competing applications group* 60
24.8 Determining extent of *spare capacity* 61
24.9 Types of information 61
24.10 When Western Power must update information 62
24A. *Priority dates* of applications in particular circumstances 62
24A.1 Withdrawn *connection applications* 62
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>24A.2</td>
<td>Tender projects</td>
<td>62</td>
</tr>
<tr>
<td>24A.3</td>
<td>Amended <em>connection applications</em></td>
<td>63</td>
</tr>
<tr>
<td>24A.4</td>
<td>Network Control Services</td>
<td>64</td>
</tr>
<tr>
<td>24A.5</td>
<td>Supplier of last resort and default supplier arrangements</td>
<td>64</td>
</tr>
<tr>
<td>25</td>
<td><strong>Additional terms of the <em>preliminary access offer or access offer</em></strong></td>
<td>64</td>
</tr>
<tr>
<td>25.1</td>
<td>Terms under <em>contributions policy</em></td>
<td>64</td>
</tr>
<tr>
<td>25.2</td>
<td>Exemptions from <em>technical rules</em></td>
<td>65</td>
</tr>
<tr>
<td>26</td>
<td><strong>Making the <em>access offer</em></strong></td>
<td>65</td>
</tr>
<tr>
<td>Schedule 1</td>
<td>Form of Guarantee</td>
<td>66</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Competing Applications Group process description</td>
<td>70</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Timelines for Applicant-specific solutions and for Competing Applications Groups</td>
<td>82</td>
</tr>
</tbody>
</table>

1. Operation and objective

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

Applicant initiates

WP - Electricity Transfer Processes

WP - Local Connection Processes

WP - Shared Network Processes

WP - Regulatory and Commercial Processes

Outcome for Applicant

Electricity Transfer Application (lodgment fee)

Enquiry (enquiry fee)

Connection Application (lodgment fee)

Accepts study proposal (study costs)

Requests applicant-specific solution (study costs)

Requests Preliminary Access Offer (processing fee)

Accepts Preliminary Access Offer (acceptance fee)

WP submits regulatory test to ERA

Network Control Services tender (if required)

WP calculates contribution for augmentation, alternative options and other relevant costs under Contributions Policy

Works constructed, contributions and covered service commences

Accepts offer

Covered service commences

Accepts offer

Accepts offer

Source: DM 6501807
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

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

(ii) a matter heard under section 15.7; and

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

(iv) anything connected with or arising out of Appendix 9; and

(d) whether the service provider should grant the applicant an exemption to the technical rules under section 12.34; and

(e) the arrangements which will apply in respect of a supplementary matter connected with the access application.")

“**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.


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

“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.
“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.


“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.

“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,

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

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

“confidential information” means

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

“connection application” means an application lodged with Western Power under this applications and queuing policy that has the potential to require a modification to the network, including an application to:

(a) connect facilities and equipment at a new connection point; or
(b) increase consumption or generation at an existing connection point; or
(c) materially modify facilities and equipment connected at an existing connection point; or
(d) augment the network for any other reason,

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

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

“connection point” means:

(e) an exit point; or
(f) an entry point; or
(g) 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".}

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

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

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

“contestable”, with respect to an exit point, means an exit point that Western Power has determined is contestable under clause 13.
“contestability threshold” in relation to an exit point, means the amount of electricity consumed or the estimated amount of electricity that will be consumed at the exit point, by a customer who is a member of a class of customers declared to be 'prescribed customers' as defined in section 54 of the Electricity Corporations Act 2005 by an order made under and in accordance with section 54(4) of that Act, within the period specified in the declaration.

"contract for services" has the meaning given to it in the Code.

(Note: Under the Code “contract for services” means “an agreement between a service provider and another person for the person to have access to services, and includes an access contract”.)

“contracted capacity”, for a connection point, means the maximum rate at which a user is permitted to transfer electricity to or from the network at the connection point, being either:

(a) the rate specified in the user’s access contract from time to time; or

(b) if no rate is specified in the user’s access contract, the maximum rate of electricity permitted to be transferred under the reference service eligibility criteria for the reference service for that connection point in the user’s electricity transfer access contract; or

(c) if no rate is specified in the user’s access contract or in the reference service eligibility criteria, the maximum rate of electricity permitted to be transferred through the connection assets under the technical rules, as applicable, and is measured in Watts or Volt-Amps.

“contribution” means any contribution applicable under the contributions policy.

“controller” means a person, which includes a customer, who owns, operates or controls (or will own, operate or control) facilities and equipment at a connection point, and who is specified by an applicant in an application in respect of the connection point.

“covered service” has the same meaning given to it in the Code but also includes a bidirectional service.

(Note: Under the Code "covered service" means "a service provided by means of a covered network, including:

(a) a connection service; or

(b) an entry service or exit service; or

(c) a network use of system service; or

(d) a common service; or

(e) a service ancillary to a service listed in paragraph (a) to (d) above,
“customer” has the meaning given to it in the Act.


“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.

“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 a 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.
“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.

“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.

“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).


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

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

“premise” has the meaning given to it in the Energy Operators (Powers) Act 1979.

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

(Note: Under the Customer Transfer Code “previous retailer”, in relation to a transfer, “means the retailer that supplied the contestable customer before the transfer time”.)

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

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

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

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

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

“re-energise”, in respect of a previously de-energised connection point, means to operate switching or other equipment so as to permit the transfer of electricity through the connection point.

“reference service” means a covered service designated in the access arrangement as a reference service (as defined by the Code).

"relocation' has the meaning given to it in the Code.

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

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

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

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

(Note: Under the Metering Code “revenue meter” means “a meter that is used under the Metering Code as the source of energy data, unless the Metering Code permits an alternative source of energy data to be used”.)

“services end date” means, in respect of a connection point, the date on which Western Power ends the provision of covered services to the user in respect of that connection point.
“services start date” means, in respect of a connection point, the date on which Western Power commences providing covered services to the user in respect of that connection point.

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

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

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

“spare capacity” means the capacity, from time to time, of the network, as configured at the time of an application, to provide the covered services sought in the application, having regard to Western Power’s contractual obligations in respect of the network.

“standard access contract”, with respect to a reference service, means the access contract applicable to that reference service under the access arrangement.

“standing data” has the meaning given to it in the Metering Code.

“technical rules” means the technical rules (as defined in the Code) applying from time to time to the network under Chapter 12 of the Code, as modified in accordance with the Code.

“transition application” means an application which:

(a) seeks modifications to an access contract or any other contract for services; and

(b) the modifications, if implemented, would not materially impede Western Power’s ability to provide a covered service sought in one or more other applications compared with what the position would be if the modifications were not implemented.

“unmetered connection”, with respect to a connection point, has the same meaning as the term “type 7 connection point” when that term is used in the Metering Code.

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

(Note: Under the Code “user” means “a person, including a generator or a consumer, who is a party to an [sic.] contract for services with a service provider, and under section 13.4(e) includes another business as a party to a deemed access contract”.)

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

(a) expressly; and

(b) in writing; and

(c) after the retailer obtaining the consent has in plain language appropriate to the contestable customer disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and

(d) by a person whom a retailer (acting reasonably) would consider competent to give consent on the contestable customer’s behalf; and

(e) which has not expired under clause 1.5”.)

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

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

(a) augmentation of connection assets;

(b) augmentation of shared assets;

(c) alternative options; and

(d) other non-capital works”.)

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

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

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

2.3 Interpretation

(a) Unless:

(i) the contrary intention is apparent; or

(ii) the term has been redefined in clause 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.

2.4 Prior applications

(a) Unused

(b) To the extent permitted by law, an application made prior to the date of commencement of this applications and queuing policy shall be deemed to have been made under this applications and queuing policy, with a priority 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.

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.

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:

(i) an application to Western Power on the appropriate application form; or
(ii) where permitted under this applications and queuing policy, notice to Western Power,

that is complete.

(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.

3.3 Applicant to be market participant

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

(a) must submit an electricity transfer application; and

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

3.4 Related electricity transfer application and connection application

Where

(a) a retailer seeks to obtain or modify an exit service or an entry service or a bidirectional service on behalf of a customer; or

(b) a generator seeks to obtain or modify an entry service or a bidirectional service on behalf of a controller who is not the generator,

and both a connection application and an electricity transfer application will be required under this applications and queuing policy, then the applications may:

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

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

3.5 Information required with all applications

All applicants must provide the following information to Western Power in respect of an application at the time of submitting the application:

(a) details of the applicant, including:

   (i) the full name and address of the applicant; and

   (ii) whether the applicant is acting as agent for any person in making the application, and if so, details of the applicant’s principals; and
(iii) whether the applicant is an existing user, and if so, details of the applicant’s existing access contract,

and

(b) any conditions precedent that the applicant seeks to include in the resulting access offer; and

(c) details of the connection point, including:

   (i) the location or NMI of the connection point, as applicable; and

   (ii) the forecast annual consumption of electricity, if applicable; and

   (iii) the forecast annual generation of electricity, if applicable,

and

(d) such information concerning the applicant as Western Power requires, acting as a reasonable and prudent person, to assess the applicant’s ability to meet its obligations under the resulting access contract.

3.6 Information required with electricity transfer applications

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

(a) the covered services requested, and for each requested covered service:

   (i) the requested services start date and requested services end date; and

   (ii) if the covered service is a non-reference service, then a description of the non-reference service, including any deviation sought from the applicable tariff, service standard or standard access contract for an equivalent reference service; and

   (iii) if applicable, the contracted capacity sought for the covered service; and

(b) details of the connection point; including

   (i) for an existing connection point, any changes to be made to the standing data for that connection point as a result of the application; and

   (ii) for a new connection point, such information regarding the connection point required as standing data; and
(iii) information regarding the controller, if the applicant will not be the controller, in compliance with the relevant provisions of the Metering Code in regard to the provision of controller information (where all references to a 'customer' under the relevant provisions of the Metering Code are to be read as references to the controller for the purposes of this clause 3.6).

3.7 Information required with connection applications

The applicant must provide the following information to Western Power in respect of a connection application at the time of submitting the connection application:

(a) whether the application is being made in connection with a tender process; and
(b) the covered services requested; and
(c) the requested services start date and requested services end date, for;
   (i) works; and
   (ii) covered services involving the transfer of electricity that are likely to be sought under an associated electricity transfer application,
        as applicable, and
(d) the capacity sought, if applicable; and
(e) such information regarding the facilities and equipment at the connection point to the extent required by:
   (i) the technical rules; and
   (ii) Western Power acting as a reasonable and prudent person,
        and
(f) a full description of any exemptions to the technical rules sought by the applicant under Chapter 12 of the Code.

3.8 One electricity transfer access contract per connection point

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

3.9 Forecasts of information

When an application contains estimates or forecasts of any information:
(a) Western Power may treat that estimated or forecast information as factual information; and

(b) the application is a warranty by the applicant to Western Power that each such estimate or forecast is the applicant’s best estimate or forecast acting as a reasonable and prudent person.

3.10 Errors or omissions in an application

(a) If Western Power becomes aware of any material error or omission in an application it must immediately notify the applicant about it and may request information under clause 3.11.

(b) If an applicant is notified by Western Power under clause 3.10(a) or otherwise becomes aware of any material error or omission in an application, it must amend the application to remedy it as soon as practicable after becoming aware of it.

(c) If Western Power has notified the applicant under clause 3.10(a), the applicant must amend the application to remedy the material error or omission within 20 business days, or the application 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 24A applies.

3.11 Additional information

(a) At any time, Western Power may, acting as a reasonable and prudent person, request the applicant to provide further information that Western Power reasonably requires to enable it to process the application.

(b) If Western Power has notified the applicant under clause 3.11(a), the applicant must amend the application to provide the additional information within 20 business days, or the application 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 24A applies.

3.12 Western Power must be expeditious and diligent

Western Power must process an application expeditiously and diligently.
3.13 Amendment and withdrawal of application

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

(b) If an amendment to an application results in a change to the original lodgement fee, Western Power may charge the applicant the new lodgement fee or refund part of the original lodgement fee, having regard for the work already completed in processing the application.

(c) An applicant may at any time before it enters into an access contract, by notice in writing to Western Power, withdraw an application.

(d) Unused.

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

3.14 Applications do not expire

An application does not expire due to the passage of time.

3.15 Network Planning

(a) In processing applications (whether as applicant-specific solutions or competing applications groups) Western Power must have regard to the general network planning otherwise being undertaken by Western Power and seek to develop solutions and process applications in a manner which most effectively enables applicants to benefit from any efficiencies and costs savings provided by that network planning.

(b) Due to the range of potential network constraints and related solutions, timeframes for the development of solutions will be variable. Western Power will keep applicants informed on a regular basis on the network constraints that affect them and expected timeframes for the development of solutions.

(c) The information Western Power will provide to applicants, and the further studies it may be requested to undertake, extend to information and studies as to how applications co-ordinate with network planning being undertaken by Western Power.
(d) In undertaking network planning Western Power will have regard to the nature and number of enquiries and applications Western Power has received under this applications and queuing policy it being acknowledged that in doing so Western Power will need to make a good faith assessment as to the likelihood specific projects will proceed.

4. The access offer

4.1 Access offer to be signed by Western Power

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

4.2 If application requests reference service

If an application requests a reference service, then the access offer must be on materially the same terms as the standard access contract applicable to the reference service.

4.3 If application requests non-reference service

If an application requests a non-reference service, then the terms of the access offer must be:

(a) consistent with the Code objective; and

(b) reasonable; and

(c) subject to this applications and queuing policy, as similar as practicable to those terms requested in the application dealing with the relevant matter, and negotiated in good faith by the applicant and Western Power during the processing of the application.

4.4 Services start date and services end date

The services start date and the services end date specified in the access offer must be as close as practicable to the services start date and the services end date sought in the application.

4.5 Conditions precedent permitted in access contract

Western Power and an applicant must negotiate in good faith regarding any conditions precedent that the applicant or Western Power seek to have included in an access contract in order to achieve the objectives set out in clause 4.6. For the avoidance of doubt, Western Power may require a condition precedent in the access contract that:
(a) The works involved in providing access to the applicant pass a regulatory test (if required); and

(b) Other applicants that:

(i) are in the same competing applications group as the applicant; and

(ii) have been or are subsequently offered access contracts,

enter those access contracts with Western Power and that any conditions precedent in those access contracts are fulfilled.

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 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 access 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.

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

(i) if there is no competing application, Western Power and the relevant user may agree within 20 business days to extend the period in the access contract allowed for the satisfaction of conditions precedent by up to a further 6 months; or
(ii) if there is a competing application, then, subject to clause 6, Western Power and the existing user must negotiate in good faith within 20 business days to accommodate both the user’s and the competing applicant’s requirements.

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

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

(i) terminate the access contract; or

(ii) waive any conditions precedent that are for the benefit of 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:

(i) an indemnifier acceptable to Western Power (acting as a reasonable and prudent person) who will agree to be a party to the access contract and indemnify Western Power in respect of those liabilities; or

(ii) a guarantor acceptable to Western Power (acting as a reasonable and prudent person) to provide a guarantee in favour of Western Power substantially in the form set out Schedule 1,

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

(i) BBB from Standard and Poor’s Australia Pty Ltd; or

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

and provides evidence to this effect to Western Power, without limiting the User’s security obligations related to clause 4.9(c), then Western Power is not entitled to require the User to provide the security under clause 4.9(a).
(c) Notwithstanding an applicant providing evidence that it has an unqualified credit rating in accordance with clause 4.9(b), Western Power may, as a condition under an access contract or otherwise, require the user or indemnifier to provide an irrevocable and unconditional bank guarantee or equivalent financial instrument in terms acceptable to Western Power (acting as a reasonable and prudent person), guaranteeing the value of any amount of any contribution that remains unpaid or not provided at the time of requirement.

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

4.10 Arbitrator’s powers preserved

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

5. Entering into or modifying an access contract

5.1 When access offer becomes access contract

(a) An access offer becomes an access contract, or modifies an existing access contract in accordance with the terms of that access contract, as applicable, when signed by both parties.

(b) Western Power must sign the access offer before giving the access offer to the applicant.

5.2 Applicant’s options on receipt of an access offer

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

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

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

(c) by notice to Western Power withdraw the application,
and if 30 Business Days after receipt of the access offer the applicant has not complied with any of clauses 5.2(a), 5.2(b), or 5.2(c), then (unless the Arbitrator makes an order extending the time limit on the ground that the delay is beyond the applicant’s reasonable control) the applicant is to be taken to have withdrawn its application 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 and the applicant must negotiate in good faith regarding the application, but if Western Power and 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.

5.4 If applicant accepts access offer

If the applicant signs the access offer, it must:

(a) forthwith give written notice of the signing to Western Power;

(b) as soon as practicable procure the stamping of the signed access contract, if applicable, and pay all stamp duties that are assessed by the Office of State Revenue on the access contract; and

(c) as soon as practicable thereafter give to Western Power at least one original copy of the signed and stamped access contract.

5.5 Connection application ceases to exist after signing

Upon both Western Power and the applicant signing an access contract, and any conditions precedent in the access contract being fulfilled, the application in relation to which the access contract was entered ceases to exist.

6. Confidentiality

6.1 Confidential information

Information which Western Power is required to disclose under clauses 18.2A, 24.9(a), 24.9(b), or 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:
the disclosure is made to the Authority on a confidential basis; or

(b) the disclosure, where it is made by an applicant or a disclosing person, is made to a worker of Western Power who is bound by an adequate confidentiality undertaking; or

(c) the disclosure is made with the consent of the disclosing person; or

(d) the disclosure is required or allowed by law, or by the Arbitrator or another court or tribunal constituted by law; or

(e) the information has entered the public domain other than by breach of this clause 6.2; or

(f) the information could be inferred by a reasonable and prudent person from information already in the public domain.

Part B – Electricity transfer applications

7. Costs and timing of processing electricity transfer applications

7.1 Where applicant seeks a reference service

(a) An applicant who seeks a reference service must pay to Western Power the lodgement fee in the price list specified as being applicable to the applicant’s application in this applications and queuing policy, which will be either:

(i) a new connection point fee; or

(ii) an access contract modification fee; or

(iii) a new access contract fee.

(b) If the applicant is not an existing user, then the lodgement fee must be paid at the time the applicant lodges its electricity transfer application.

(c) If the applicant is an existing user, then the lodgement fee will be added to the next invoice under the user’s existing access contract.

(d) Western Power must notify the applicant that it has received the applicant’s electricity transfer application within 5 business days.

(e) Subject to Western Power performing a security assessment under clause 4.9, if the applicant is an existing user and selects a reference service, then Western Power must use reasonable endeavours to make an access offer, by notice to the applicant, to modify the applicant’s access contract:
(i) within 5 business days of receiving the complete electricity transfer application; or

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

whichever is later.

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

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

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

whichever is later.

7.2 Where applicant seeks a non-reference service

(a) An applicant seeking a non-reference service, including, but not limited to, an exit service or an entry service or a bidirectional service with a different tariff or a different access contract than for an equivalent reference service, then the applicant must, when requested by Western Power, pay an amount to Western Power in respect of a reasonable cost incurred, or to be incurred within a reasonable timeframe, in processing the application.

(b) The total of the costs referred to in clause 7.2(a) must not exceed the reasonable costs which would be incurred by a prudent service provider, acting efficiently and in good faith, seeking to achieve the lowest practicable cost of processing the application.

(c) The costs referred to in clause 7.2(a) must not include any costs of Western Power in relation to an access dispute (which are to be awarded by the Arbitrator under Chapter 10 of the Code).

(d) If an applicant selects a non-reference service, then Western Power must make an access offer as soon as practicable after the complete application is lodged, having regard to the nature of the non-reference service being sought by the applicant.

7.3 Connection application costs not affected

Nothing under this Part B affects costs applicable for a connection application.
7.4  Variation from this applications and queuing policy

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

8.  Eligibility criteria for reference services

If an applicant seeks a reference service and Western Power is satisfied as a reasonable and prudent person that the applicant does not meet the eligibility criteria given in the access arrangement for the reference service, then Western Power may reject the applicant’s electricity transfer application.

9.  Electricity transfer application for a new connection point

9.1  Customer transfer request

(a)  An incoming retailer may lodge a customer transfer request with Western Power with respect to a contestable exit point. With respect to the customer transfer request:

(i)  Western Power, the incoming retailer and the previous retailer must comply with the Customer Transfer Code; and

(ii)  except as specified in this clause 9, this applications and queuing policy does not apply.

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

(c)  Western Power must process a customer transfer request such that the incoming retailer receives the same covered service at the same contracted capacity as the previous retailer.

(d)  The exit point must be transferred as a complete and indivisible unit such that all associated meters are transferred in one transaction.

(e)  If the incoming retailer seeks to modify the covered service with respect to an exit point that has been the subject of a customer transfer request, then that incoming retailer must make an application under this applications and queuing policy as a separate transaction after the customer transfer request has been processed.
9.2 Creating a new connection point or connecting new generating plant

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

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

(ii) submit, or procure that its customer submits, a connection application.

(b) If the applicant is seeking a reference service, then:

(i) if the applicant is an existing user, the new connection point lodgement fee applies to the application; or

(ii) if the applicant is not an existing user, the new access contract lodgement fee applies to the application,

but if the applicant is seeking a non-reference service then clause 7.2 applies to the application.

(c) If an applicant submits an electricity transfer application subsequent to Western Power making an access offer for an associated connection application (to the applicant, its customer or another person) and:

(i) the capacity; or

(ii) the services start date (as relates to the transfer of electricity); or

(iii) the services end date (as relates to the transfer of electricity),

sought in the connection application and the electricity transfer application are not the same, such that the application of the contributions policy based on the information in the electricity transfer application would produce a contribution different to that specified in the access offer for the associated connection application, then Western Power may:

(iv) where the contribution would be higher to that specified in the access offer, require the applicant to pay the difference; or

(v) where the contribution would be lower to that specified in the access offer and the contribution specified in the access offer has been paid by the applicant, rebate the difference to the person who paid a contribution in respect of the connection application,

as applicable.
(d) The services start date for the covered services sought under the electricity transfer application will be the later of:

(i) the services start date (as relates to the transfer of electricity) sought in the connection application; or

(ii) the services start date sought in the electricity transfer application; or

(iii) the completion date of any works resulting from the connection application.

10. Electricity transfer application to modify an existing covered service

10.1 Selection of different covered service or selection or modification of an existing non-reference service

(a) An applicant may make an electricity transfer application to select a different reference service, or to select or modify a non-reference service, with respect to a connection point in the applicant’s access contract, by notice to Western Power.

(b) If the applicant is seeking a reference service, then the new connection point lodgement fee applies to the application.

(c) If the applicant is seeking a non-reference service then clause 7.2 applies to the application.

(d) If Western Power considers, as a reasonable and prudent person, that the requested change in covered service indicates that the applicant will require a greater capacity, then:

(i) Western Power must notify the applicant within 5 business days whether the applicant must also submit, or procure that its controller submits, a connection application for an increase in contracted capacity; and

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

(A) if a complete connection application is received by Western Power within 20 business days of the notice sent to the applicant under clause 10.1(d)(i), from the date Western Power received the electricity transfer application electricity transfer application under clause 10.1(a); and

(B) otherwise, from the date Western Power received the complete connection application.
If the application requests a new covered service that is serviced at a different voltage than the existing covered service, then Western Power must notify the applicant that it must submit, or procure that its controller submits, a connection application.

10.2 Increase or decrease in contracted capacity

(a) An electricity transfer application to increase or decrease contracted capacity with respect to an existing covered service under the applicant’s access contract may be made by notice to Western Power.

(b) The lodgement fee for an access contract modification applies to the applicant’s application, plus any costs for any associated connection application.

(c) Western Power must notify the applicant whether or not it accepts the increase or decrease in contracted capacity within 5 business days of receipt by Western Power of the applicant’s notice under clause 10.2(a) (or such further time as a prudent service provider would reasonably require to consider such application).

(d) Western Power must accept the increase or decrease in contracted capacity if it forms the view as a reasonable and prudent person that:

(i) accepting the increase or decrease in contracted capacity would not be likely to impede the ability of Western Power to provide a covered service sought in an application lodged by another applicant; and

(ii) it is not likely that an augmentation or any work would be required to provide the increase or decrease in contracted capacity, and

(iii) in the case of a second or further application or notice in any rolling period of 12 months, the additional applications or notice satisfies clause 10.3.

(e) If Western Power determines that it cannot form the view required for acceptance of the increase or decrease in contracted capacity under clause 10.2(d), then:

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

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

(A) if a complete connection application is received by Western Power within 20 business days of the notice sent to the applicant under clause 10.2(e)(i), from the date Western Power received the electricity transfer application under clause 10.2(a); and
(B) otherwise, from the date Western Power received the complete connection application.

10.3 More than 1 change or modification within 12 months

If Western Power receives:

(a) more than 1 application or notice under clause 10.1; or

(b) more than 1 application or notice under clause 10.2,

seeking to change the covered service, including to decrease or increase the contracted capacity, with respect to a single connection point in any rolling period of 12 months, then in relation to each additional application or notice Western Power:

(c) may, subject to this clause 10, accept the change of covered service, where Western Power is satisfied, as a reasonable and prudent person, that the new covered service will be sufficient to meet the actual requirements of the applicant, and that it is required by reason of one or more of the following circumstances:

(i) a change in the actual consumption or generation by the applicant in respect of that connection point over the 12 month period prior to the applicant giving notice under clause 10.1(a) or 10.2(a) (as applicable), as recorded by the metering equipment; or

(ii) a change in the nature of the business or operation conducted at the connection point; or

(iii) a shutdown of the business or operation conducted at the connection point (including a shutdown for maintenance purposes) for longer than 1 continuous month; or

(iv) a rapid increase or decline in the business at the connection point; or

(v) a decrease in the number of capacity credits (as defined in the Market Rules) allocated to any generating plant at the connection point under the Market Rules; or

(vi) as part of a relocation or; or

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

10.4 Modification of generating plant

(a) An applicant must make a connection application before materially changing any of those characteristics of generating plant connected at a connection point required to be provided in the applicable application form.

(b) If the applicant signs an access offer in respect of the connection application, then the parties must amend the applicant’s access contract accordingly.

11. De-energisation and re-energisation

11.1 De-energisation

A request by a user to Western Power to de-energise an existing connection point under the user’s access contract or applicable laws is not an application and this applications and queuing policy does not apply to it.

11.2 Re-energisation

(a) An applicant who seeks to re-energise an existing de-energised connection point must submit an electricity transfer application on the application form that is applicable for the type of facilities and equipment connected or to be connected at the connection point.

(b) If the applicant does not have an electricity transfer access contract, then the lodgement fee for a new access contract applies to the application, plus costs associated with the re-energisation under the Metering Code.

(c) If the de-energised connection point is not on the applicant’s electricity transfer access contract, then the lodgement fee for a new connection point applies to the application, plus costs associated with the re-energisation under the Metering Code.

(d) If the de-energised connection point is on the applicant’s electricity transfer access contract, then only the costs associated with the re-energisation under the Metering Code apply to the application.

(e) Subject to clause 11.2(g), Western Power must determine, as a reasonable and prudent person, within 5 business days whether it will accept the request for re-energising.
(f) If Western Power determines that it cannot accept the request for re-energising under clause 11.2(e), then:

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

(ii) the priority 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

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

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

12. **Electricity transfer application to obtain a new access contract**

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

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

(i) if the applicant seeks a standard access contract, then the lodgement fee for a new access contract applies to the application; or

(ii) if the applicant seeks an access contract that is materially different to a standard access contract, then clause 7.2 applies to the application.

13. **Contestability assessment**

13.1 Western Power must perform contestability assessment

(a) When:

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

   (ii) an incoming retailer makes a customer transfer request with regard to an exit point,
Western Power must determine if the exit point is, or will be, contestable under clause 13.2.

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

13.2 Rules for contestability

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

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

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

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

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

13.3 Rejection of application

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

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

14. Connection point configuration

14.1 Rules for mapping network assets to a single connection point

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

(a) the proposed configuration must meet the WA Electrical Requirements, made pursuant to regulation 49 of the Electricity (Licensing) Regulations 1991; and
(b) a connection point may be associated with one or more revenue meters which measure and record energy data, or none if it is an unmetered connection point; and

(c) if the connection point is associated with more than one revenue meter, they must be either all interval meters or all accumulation meters, and not a combination of interval meters and accumulation meters; and

(d) a connection point may comprise more than one attachment point to the network provided that each attachment point is to the same lot or premises and is operated at the same voltage; and

(e) a connection point must have one and only one controller at the connection point; and

(f) a connection point must have only one type of exit service, if any, and only one type of entry service, if any, and only one type of bidirectional service, if any; and

(g) a connection point must have only one applicable loss factor.

14.2 One NMI per connection point

Western Power must allocate one NMI per connection point.

14.3 Combining multiple connection points into a single connection point

(a) A person may make an electricity transfer access application to have multiple connection points supplying a single premise or adjacent premises of a single commercial or industrial complex combined into a single connection point, subject to clause 14.1, by notice to Western Power.

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

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

{For example, a supermarket acquiring adjacent premises to its existing premises with the intention of expanding its operation across these premises can combine the two exit points into a single exit point.}

(d) A retailer must have verifiable consent from its customer before making an electricity transfer application to change the configuration of a connection point.

(e) Western Power must determine, as a reasonable and prudent person, within 5 business days whether it will accept the application.
(f) If Western Power determines that it cannot accept the application under clause 14.3(e), then:

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

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

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

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

14.4 Separating a single connection point to create multiple connection points

(a) An applicant may make an electricity transfer application to divide a single connection point into multiple connection points, subject to clause 14.1.

(Note: This might occur, for example, to allow the new connection points to be migrated to a different user’s access contract.)

(b) Each connection point created under clause 14.4(a) must have its own metering equipment.

(c) Western Power must determine the contestability of each new exit point created under clause 14.4(a) separately.

(d) A retailer must have verifiable consent from its customer before making an electricity transfer application to change the configuration of a connection point.

(e) Western Power must determine, as a reasonable and prudent person, within 5 business days whether it will accept the application.

(f) If Western Power determines that it cannot accept the application under clause 14.4(e), then:

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

(ii) the priority 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,

then the time period for complying with any obligation under this applications and queuing policy is extended by an amount of time equal to the time taken by the applicant to comply with the request.

(b) Without limiting the generality of clause 2.5, an applicant and Western Power may agree to extend any one or more of any of the time periods set out in this applications and queuing policy on one or more occasions, and:

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

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

15.2 Concurrent applications

Western Power must use reasonable endeavours to comply with the timeframes set out in this applications and queuing policy in respect of each electricity transfer application which is lodged with Western Power, whether or not it is processing more than one electricity transfer application concurrently.
Part C – Connection applications

16. Specific connection applications

16.1 Connection application for a new connection point

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

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

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

16.2 Connection application for an increase or decrease of contracted capacity

(a) If, after processing an electricity transfer application under clause 10.2, Western Power requires a connection application, then the user must submit or, if applicable, procure that its customer submits, a connection application on the connection application form that is applicable for the type of facilities and equipment that is connected at the connection point.

(b) If a customer submits a connection application with respect to a connection point that will result in an increase to the contracted capacity of the customer’s retailer for that connection point, then the customer must procure that its retailer submit an associated electricity transfer application under Part B of this applications and queuing policy.

16.3 Connection application to modify generating plant

If an applicant seeks to materially change the characteristics of generating plant connected at a connection point, then the applicant must complete those parts of the appropriate application form that deal with those characteristics, and include any additional information specified in the application form (which might include equipment schedules, drawings and computer models) that Western Power, as a reasonable and prudent person, might require to assess the impact of the modification on the network and other users.

16.4 Connection application to modify or augment the network

(a) An applicant who seeks to modify or augment the network other than under clause 16.1 must submit a connection application on the applicable connection application form.
(Note: This might apply to, for example, a developer seeking to service a subdivision, a builder seeking a temporary supply, or a person seeking to relocate network assets.)

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

16.5 Opt-out of competing applications group process

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

17. Lead time for connection applications

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.

17A. Pre-enquiry discussions

17A.1 Applicant may contact Western Power

A party considering making a connection application may contact Western Power 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, subject to clauses 17A.4 and 6.2, provide the party with all existing commercial and technical information that is in Western Power’s possession, custody or control that is reasonably required or requested by the party to help it decide whether to make an application.

17A.4 Provision of Confidential Information

(a) Where commercial or technical information referred to in clause 17A.3 is confidential information:

(i) which is confidential to Western Power and in Western Power’s possession, custody or control, Western Power will use reasonable endeavours to enter into an adequate confidentiality undertaking with respect to the disclosure of the confidential information to the party deciding whether to make an application;

(ii) disclosed to Western Power by a disclosing person or an applicant, including a disclosure by a third party under clause 17A.4(a) above, Western Power will request the consent of the relevant disclosing person or applicant to the disclosure of the confidential information to the applicant and, in the event that the relevant disclosing person or applicant does not consent to such disclosure, Western Power will use reasonable endeavours to provide the relevant confidential information to the party who has requested the information in an aggregated or other form in which its confidential aspects cannot be identified.

(b) Where the relevant disclosing person or applicant (first person), under paragraph (a)(ii), notifies Western Power it will consent to the disclosure of the confidential information to the other applicant (second person) if the second person executes a confidentiality undertaking in favour of the first person then Western Power will seek to facilitate the process of conclusion of such undertaking but the first and second person must directly negotiate the terms of that undertaking between themselves.
18. **Enquiry stage**

18.1 **Compulsory enquiry notification**

Where an applicant expects, in good faith, to proceed to a connection application, then prior to 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, 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; and

(b) unused; and

(c) clause 20 applies.

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

18.2A **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.
Applications and Queuing Policy

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

18.3 Enquiry response letter and discussions not binding

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

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.

(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

(c) if it is likely that works will be required — whether or not a contribution will likely be required from the applicant under the contributions policy and a good faith estimate of the approximate amount of the contribution; and

(d) if it is likely that works will be required — a good faith estimate of the likely time required for the planning, designing, approving, financing, construction and commissioning, as applicable, of any necessary augmentation or works; and

(e) Western Power’s proposal for processing the application, if applicable under clause 20.2.

19.4 Updates and progress reporting

(a) An applicant must advise Western Power if there 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.

20. **Connection application costs**

20.1 Applicant must pay costs

(a) If:

(i) the applicant lodges an enquiry under clause 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;

(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

(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,

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.

(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.
(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).

20.2 Processing proposal

(a) Where Western Power considers that to process a connection application, or in connection with any request for information or other assistance made to it 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 20.3 then:

(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

(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 regarding the proposal. In the case of a connection application which has been lodged, if Western Power and the applicant have not agreed within 60 business days on the scope of the work in the proposal, then the connection application and any associated electricity transfer application will be deemed to have been withdrawn; and

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

(iii) the applicant may reject the proposal, and in 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

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

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

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

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

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

20.3 Applicant-specific solution option

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

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

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

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

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

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

(e) If:

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

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

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

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

For the avoidance of doubt, an applicant may seek an applicant-specific solution at any time while its application is under consideration. Where an applicant seeks an applicant-specific solution under clause 20.3 above, its application will, subject to clauses 16.5 and 24.1(b2), continue to be considered as part of any relevant competing applications group.
20.4 Disputes may be referred to Arbitrator

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

20.5 Use of Engineering Firms to provide Studies

(a) An applicant may ask Western Power to permit an engineering firm to conduct a system or other study under this clause 20.

(b) Western Power will not unreasonably disagree to a request from an applicant to use an engineering firm to conduct a system or other study, and where Western Power does disagree, Western Power will provide written reasons explaining why it has disagreed.

(c) Where Western Power agrees under clause 20.5(a) to a request from an applicant, then where this applications and queuing policy refers to a study done or to be done by Western Power, the reference to Western Power will be taken as a reference to the engineering firm.

(d) Prior to permitting the engineering firm to conduct a system or other study, Western Power may require the engineering firm to enter into a confidentiality agreement.

(e) Where Western Power agrees under clause 20.5(a) to a request from an applicant, Western Power will provide the engineering firm with all reasonable information and cooperation to enable the engineering firm to conduct the system or other study.

(f) Western Power reserves the right to require amendments to a system or other study completed by an engineering firm where the system or other study does not provide the information that Western Power considers that Western Power requires from the system or other study.

(g) Nothing in this clause 20.5 removes Western Power’s right to charge applicants under clause 20 for Western Power’s costs of processing applications, including but not limited to Western Power’s costs under clause 20.5(e) and clause 20.5(f).

20A. Unpaid fees or charges

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

21. **Contributions policy applies**

   If, during the processing of the connection application, Western Power determines that works are required to provide the covered services sought in the connection application, then the contributions policy applies to the connection application.

22. **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 24 and clause 24A, regardless of whether the user makes a concurrent connection application at that or another connection point.

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

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

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

(c) To the extent necessary to allow:

(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).
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:
Applications and Queuing Policy

(i) that it would accept such a *preliminary access offer* if it were an *access offer* ("preliminary acceptance"). For the avoidance of doubt, such a *preliminary acceptance* does not give rise to a contract; or

(ii) that it would reject such a *preliminary access offer* if it were an *access offer* and would request an amendment to the *preliminary access offer*. In this case Western Power and the *applicant* must negotiate in good faith regarding the form of the *preliminary access offer*, but if Western Power and the *applicant* have not agreed on the form of the *preliminary access offer* within 30 business days, then the *applicant* will, unless it notifies Western Power that it wishes its *connection application* and any associated *electricity transfer application* to be taken to be withdrawn, be treated as having made an *application* for an *applicant-specific solution* and the *applicant’s connection application* will be processed as an *applicant-specific solution* in accordance with clauses 19 and 20 (and the other relevant provisions) of this applications and queuing policy; or

(iii) that it would not accept such a *preliminary access offer* if it were an *access offer*, in which case the *connection application* and any associated *electricity transfer application* are deemed to have been withdrawn.

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

24.6 Subsequent access offers

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

(a) if Western Power considers it can make *access offers* to *applicants* within the *competing applications group* collectively for the costs nominated in the *access offers*, it will make *access offers* to *applicants* within the *competing applications group* conditional on sufficient acceptance of the *access offers* by *applicants* to ensure that access can be provided to the *applicants* collectively for the costs nominated in the *access offers*; or
(b) if Western Power does not consider it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, revise its preliminary access offer and submit those revised preliminary access offers to applicants; or

(c) where the sum of the preliminary acceptance by applicants within a competing applications group exceeds the capacity of the proposed works, Western Power may make access offers to applicants in the order of the priority date of applications until there is no more spare capacity. If Western Power fails to make an access offer to an applicant within a competing applications group, then notwithstanding any other provision in this applications and queuing policy, the application will remain valid and retain its priority date and Western Power will refund any preliminary offer processing fee or preliminary acceptance fee paid by the applicant.

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

24.6A Minimum and Maximum levels of acceptance

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

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

(b) if applicable, the maximum number of applicants that may accept the access offers made to that competing applications group (whether expressed by reference to the number of accepting applicants, the amount of capacity they accept or both) for Western Power to proceed to undertake the works specified in the access offers at the cost and on the other terms set out in those access offers.
24.6B Failure to achieve Minimum Levels

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

24.6C Exceeding Minimum Levels

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

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

24.7 Changing composition of competing applications group

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

(i) to remove, at any time, applicants within the competing applications group whose applications have been withdrawn or been deemed to be withdrawn or applicants whose applications are to be treated, under a clause of this applications and queuing policy, as having been made for an applicant-specific solution (for example under clause 24.3(b), 24.5(a)(ii) or clause 24.1(c));
(ii) to add additional applications to a competing applications group, but where Western Power has already issued a notice of intention to prepare a preliminary access offer under clause 24.2 to applicants within a competing applications group, then Western Power will only add additional applications to that competing applications group where the additional applications can be added without delaying preparation of the preliminary access offer to the existing applicants.

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

24.8 Determining extent of spare capacity

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

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
Applications and Queuing Policy

(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

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

24A. Priority dates of applications in particular circumstances

24A.1 Withdrawn connection applications

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

24A.2 Tender projects

(a) If:

(i) two or more applicants notify Western Power that they are competing under a tender process, with respect to new generating plant; and

(ii) only the applicant that is successful in its bid will proceed with an access contract,
then Western Power must treat each of the connection applications that are competing, as having the priority date of the earliest such connection application.

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

24A.3 Amended connection applications

(a) Subject to clause 24A.3(b), an amended connection application has the same priority date as the original connection application.

(b) Subject to clause 24A.3(c), if an amended connection application is materially different from the original connection application, and if the difference is such that an applicant whose competing application has a priority date subsequent to the original connection application is materially prejudiced in terms of the likelihood, timing, cost and terms of it obtaining access (compared with that later applicant’s position with respect to the original connection application), then:

(i) if it is possible to construe the amended connection application as a combination of the original connection application and a notional supplementary connection application (whether for further capacity or otherwise), the original connection application retains its priority date and the notional supplementary connection application has a priority date according to the time of amendment and will be treated for the purposes of this applications and queuing policy as a separate application with that priority date; but

(ii) otherwise — the amended connection application has a priority date according to the time of amendment.

(c) For the purposes of clause 24A.3(b), without limiting the ways in which an amended connection application may be materially different from the original connection application, an amended connection application is not materially different from the original connection application if the capacity sought in the amended connection application is less, or less than 5% more than, the capacity sought in the original connection application.
(d) Where an applicant has provided a response under clause 24.3 agreeing to have their application considered within a competing applications group following receipt of a notice of intention to prepare a preliminary access offer under clause 24.2 and where that applicant subsequently amends its connection application then Western Power may if it considers it appropriate (having regard to all relevant factors including the impact of the amendment on other members of the competing applications group and on Western Power) make or amend a preliminary access offer based on the amended application.

(e) Where Western Power does not agree to make or amend the preliminary access offer based on the amended application then in making preliminary access offers Western Power will treat the relevant application on the basis that it has not been amended.

24A.4 Network Control Services

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

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

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

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

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

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

25.1 Terms under contributions policy

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

(a) the amount of any contribution and other payments, such as rebates, determined under the contributions policy; and

(b) any terms related to the provision of the contribution that the applicant has selected under the contributions policy.
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.
SCHEDULE 1  FORM OF GUARANTEE

DATE []

PARTIES

1. [### ACN ### a company registered in ### of ###] ("Guarantor"); and

2. Electricity Networks Corporation ABN 18 540 492 861, a statutory body corporate established by paragraph 4(1)(b) of the Electricity Corporations Act 2005 (WA) of 363 Wellington Street, Perth, Western Australia ("Western Power").

RECITALS

A. Western Power may in its discretion provide Services to [###] ("the User") under an Access Contract at the request of each of the User and the Guarantor.

B. The Guarantor wishes to execute this Guarantee to secure payment of all amounts payable under the Access Contract to Western Power.

OPERATIVE PROVISIONS

(a) Guarantee

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

(i) (liability): at any present or future time, whether actually or contingently;

(ii) (default): as a result of any breach of or default under the Access Contract; and/or

(iii) (account): by way of principal, interest, cost, charge, expense, disbursement, fee, tax, stamp or other duty, indemnity, damages or monetary judicial order.

(b) Secured Moneys

(i) Demand payment

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

(ii) Costs
The Guarantor must at any present or future time indemnify Western Power upon demand for any cost, charge, expense, disbursement, fee, tax or stamp or other duty incurred by Western Power at any time in connection with the Access Contract, this Guarantee or the Secured Moneys relating to:

(A) (security agreements): preparation, negotiation, execution or performance, or any termination, amendment, consent, claim, demand or waiver;

(B) (security rights): any exercise or enforcement of any right or power conferred on Western Power;

(C) (credit increases): any extension of further, additional or increased credit or financial accommodation by Western Power, or agreement by Western Power to increase the amount secured; and/or

(D) (payments): the receipt or payment of any moneys, including moneys paid by Western Power by way of reimbursement to any third party.

(iii) Set-Off exclusion

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

(c) Indemnity

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

(d) Guarantee protection

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

(i) (waiver): the granting to any person by Western Power of any waiver;

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

(iv) **(document amendment):** any amendment to or transfer, release or termination of any agreement, deed or document or any right, power or liability of any person under any agreement, whether for or without consideration;

(v) **(enforcement decisions):** any exercise or enforcement, or any failure or invalidity in, the exercise or enforcement by Western Power of any right or power conferred on Western Power under any agreement, deed or document or by law;

(vi) **(invalidity):** any actual or potential invalidity, unenforceability, illegality or irrecoverableness of any agreement, deed or document or consent or any payment made or due to Western Power under any agreement for any reason;

(vii) **(incapacity):** any incapacity or absence of power or authorisation of, or other fact relating to, any person in connection with the execution of any agreement, deed or document or otherwise, including any change in the constitution or membership of any person; or

(viii) **(residual):** any other breach, default, waiver or fact which, except for this provision, might legally operate:

(A) to release or discharge or have any prejudicial effect on; or

(B) in any manner to release or discharge the Guarantor from performance of, or limit or provide a defence to any legal action to enforce,

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

(e) **Termination**

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

(f) **Governing Law**

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

(g) **General**

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

(ii) Further Assurance

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

(iii) Waivers

Any failure or delay by Western Power to exercise any right or power under this Guarantee does not operate as a waiver and the single or partial exercise of any right or power by Western Power does not preclude any other or further exercise of that or any other right or power by Western Power.
Appendix A - Competing Applications Group process description

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

High level steps of the Applications and Queuing Policy process.

For further detail please refer to the Figure 1 of the Applications and Queuing Policy
## Primary information provided to applicants by Western Power

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Description</th>
</tr>
</thead>
</table>
| **General provisions**  
(Clauses 3.12) | | | **Western Power must be expeditious and diligent**  
Western Power must process an *application* expeditiously and diligently. |
| **Confidential information must not be disclosed**  
(Clauses 6.2) | | | Western Power, an *applicant* or a *disclosing person* must not disclose *confidential information* unless:  
(a) the disclosure is made to the *Authority* on a confidential basis; or  
(b) the disclosure, where it is made by an *applicant* or a *disclosing person*, is made to a *worker* of Western Power who is bound by an adequate confidentiality undertaking; or  
(c) the disclosure is made with the consent of the *disclosing person*; or  
(d) the disclosure is required or allowed by law, or by the *Arbitrator* or another court or tribunal constituted by law; or  
(e) the information has entered the public domain other than by breach of this clause 6.2; or  
(f) the information could be inferred by a reasonable and prudent person from information already in the public domain. |
| **Enquiry** | | | **Customer makes enquiry**  
An Enquiry Form will be completed and submitted to Western Power by the potential *applicant*  
(Clauses 3.2(a))  
The *application* process is commenced by the *applicant* submitting an *enquiry* to Western Power.  
(Clauses 18.1)  
Where an *applicant* expects, in good faith, to proceed to a *connection application*, then prior to 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*, 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*. |
| **Enquiry response letter**  
(Clauses 18.2 A (a) and (b)) | | | **Western Power must issue a response**  
Within 20 business days, or if information | (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 |
<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Description</th>
</tr>
</thead>
</table>
|      | letter | n not available within a further 20 business days | assessment that it may have carried out to indicate the extent of any spare capacity available to provide covered services.  
(ii) the existence of any competing applications; and  
(iii) any constraints known to Western Power on the ability of the network to provide the capacity proposed as contracted capacity in the connection application by the applicant. |
|      |        |        | (b) Western Power will provide the enquiry response letter to the applicant within 20 business days of the lodgement of the enquiry, or within 20 business days of completion of any system studies or other works requested by the applicant under clause 18.2. If not all the information is available within that timeframe, Western Power will provide the applicant with as much information as possible within 20 business days and an estimated time, being not greater than 20 business days, when the balance of the outstanding information will be provided. |
|      |        |        | |
| Application | Customer lodges an application | (Clause 3.2(b)) | Following Western Power’s response to the enquiry, the applicant must submit:  
(i) an application to Western Power on the appropriate application form; or  
(ii) where permitted under this applications and queuing policy, notice to Western Power, that is complete. |
| Initial response | Provide Initial response letter | Within 20 business days of receipt of application | (Clause 19.1(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.  
(iii) Unused |
| Preliminary assessment | Provide Preliminary assessment report | By the time provided in the Initial response letter | (Clause 19.3)  
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  
(c) if it is likely that works will be required — whether or not a contribution will likely be required from the
<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>applicant</em> under the contributions policy and a good faith estimate of the approximate amount of the contribution; and (d) if it is likely that <em>works</em> 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 <em>augmentation</em> or <em>works</em>; and (e) Western Power’s proposal for processing the <em>application</em>, if applicable under clause 20.2.</td>
</tr>
</tbody>
</table>

**Information updates and progress reporting**

<p>| <strong>Applicant request or material change</strong> | (Clause 24.10) Western Power must provide the information in clause 24.9: (a) unused; (b) at any time after a reasonable request by the <em>applicant</em>, or by any existing user with an <em>access contract</em> 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. |
| <strong>Response to applicant request or material change</strong> | (Clause 24.9) Western Power must make known to any <em>applicant</em> that has lodged an application with Western Power, or to any existing user with an <em>access contract</em> 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 <em>capacity</em> requirements of those competing connection applications); and (c) an estimate of the likely time until the making of an <em>access offer</em>; 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 <em>capacity</em> requirements of the competing connection application; and (ii) the geographic location at which the competing connection application seeks the <em>capacity</em>; and (iii) reasonable details regarding any <em>augmentation</em> required by the competing connection application. |</p>
<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response to applicant request</td>
<td>Western Power must provide a progress report</td>
<td>On request by an applicant</td>
<td>(Clause 19.4(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.</td>
</tr>
<tr>
<td>Solution development information</td>
<td>Solutions development for competing applications groups (CAGs)</td>
<td>On going</td>
<td>(Clause 3.15 (c)) Network Planning The information Western Power will provide to applicants, and the further studies it may be requested to undertake, extend to information and studies as to how applications co-ordinate with network planning being undertaken by Western Power.</td>
</tr>
</tbody>
</table>

Note: The Applications and Queuing Policy includes provisions for the supply of other information by Western Power requested by an applicant (for example information required for independent studies) and provisions for the supply of information by applicants. Please refer to the Applications and Queuing Policy for details of additional information provisions.
# How the Competing Applications Groups (CAGs) will be managed

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>General provisions (Clause 3.12)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Western Power must be expeditious and diligent</strong></td>
<td></td>
<td></td>
<td>Western Power must process an application expeditiously and diligently. (Clause 26)</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-CAG processes - Formation of competing application groups and principles for forming CAGs</td>
<td>Western Power to form applications into a CAG and notify applicant it is in a CAG</td>
<td>30 business days from receipt of application</td>
<td>(Clause 2.1) <strong>Competing</strong>, 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. <strong>Competing applications group</strong> means a number of applications that are competing for access to limited network capacity and have been grouped together by Western Power. (Clause 24.1) <strong>Formation of competing applications groups</strong> (a) Where Western Power assesses that an application is competing with other applications then Western Power will, subject to clause 16.5, manage competing applications by forming them into one or more competing applications groups and assessing a single set of works for shared assets required to meet some or all of the requirements of each competing applications group. To avoid doubt, where there are more than two competing applications Western Power may form all the competing applications into one competing applications group or it may form them into two or more competing applications groups as Western Power considers appropriate given the nature of the applications, including how the competing applications impede each other in respect of network constraints, the size of the capacity sought in each of the competing applications, and the current level of spare capacity. (b) An application may be sorted into more than one competing applications group where Western Power considers this appropriate given the nature of the application (for example where the application competes with certain other applications in respect of one network constraint and with certain other applications in respect of another network constraint). (b1) Western Power will notify an applicant within 30 business days of the application if it has sorted the application into one or more competing applications groups.</td>
</tr>
<tr>
<td>Step</td>
<td>Action</td>
<td>Timing</td>
<td>Applications and Queuing Policy provisions</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td>--------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>(b2) Where Western Power notifies an applicant under clause 24.1(b1) that the application has been sorted into one or more competing applications groups, then the applicant may choose by notice to Western Power at any time that it does not wish to be considered in one or more of the competing applications groups. Western Power will accept the choice of the applicant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) To the extent necessary to allow:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(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</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) a default supplier (as defined in section 59 of the Act) to comply with its obligations under section 59 of the Act,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Interaction of Applicant-specific and CAG processes and Applicants can opt-out of the CAG process**

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Applicant can ask for an applicant specific solution.</td>
<td>Depends on applicants actions</td>
<td>(Clause 2.1) “applicant-specific solution” means a method of satisfying a connection application by either:</td>
</tr>
<tr>
<td></td>
<td>Applicants opt-out of competing applications group process</td>
<td></td>
<td>(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</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(b) an operational solution involving only that applicant; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(c) a combination of works funded solely by the applicant and an operational solution.</td>
</tr>
</tbody>
</table>

(Clause 16.5) An applicant may, at the time of making a connection application under clause 16, elect that the connection application is to be processed as an applicant-specific solution and is not to be considered as part of a competing applications group. Western Power will process such a connection application as an applicant-specific solution and will not consider it as part of a competing applications group.

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

(Clause 20.3A) For the avoidance of doubt, an applicant may seek an applicant-specific solution at any time while its application is under consideration. Where an applicant seeks an applicant-specific solution under clause 20.3 above, its
<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>application will, subject to clause 16.5 and 24.1(b2), continue to be considered as part of any relevant competing applications group.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Developmnet of solutions for CAG’s | Western Power will develop solutions for the resolution of network constraints that are preventing applicants within CAGs from being made preliminary access offers. | Variable (depends on nature of the constraint and strategic development plan for the network and NFIT timeframe) | (Clause 3.15)  
(a) In processing applications (whether as applicant-specific solutions or competing applications groups) Western Power must have regard to the general network planning otherwise being undertaken by Western Power and seek to develop solutions and process applications in a manner which most effectively enables applicants to benefit from any efficiencies and costs savings provided by that network planning.  
(b) Due to the range of potential network constraints and related solutions, timeframes for the development of solutions will be variable. Western Power will keep applicants informed on a regular basis on the network constraints that affect them and expected timeframes for the development of solutions.  
(c) The information Western Power will provide to applicants, and the further studies it may be requested to undertake, extend to information and studies as to how applications co-ordinate with network planning being undertaken by Western Power.  
(d) In undertaking network planning Western Power will have regard to the nature and number of enquiries and applications Western Power has received under this applications and queuing policy it being acknowledged that in doing so Western Power will need to make a good faith assessment as to the likelihood specific projects will proceed |
| Notice of intention to prepare a preliminary access offer | Western Power to issue a notice of intention to prepare a preliminary access offer | Variable (depends on timing of solution development) | (Clause 24.2)  
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). |
| Response to intention to prepare a preliminary access offer | Applicants respond to notice of intention to prepare a preliminary access | 30 business days | (Clause 24.3)  
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 |
<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>offer</td>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(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</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(c) withdrawing their application.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

**Actions following response to notice of intention to prepare a preliminary access offer**

| Actions following response to notice of intention to prepare a preliminary access offer | Western Power considers applicants responses notices of intention to prepare preliminary access offers | 60 business days | (Clause 24.4) 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. |

**Response to preliminary access offer**

<table>
<thead>
<tr>
<th>Response to preliminary access offer</th>
<th>Applicants respond to preliminary access offers</th>
<th>30 business days</th>
<th>(Clause 24.5 (a) and (b))</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>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:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>that it would not accept such a preliminary access offer if it were an access offer, in which case</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Applications and Queuing Policy provisions

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>the connection application and any associated electricity transfer application are deemed to have been withdrawn.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(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.</td>
</tr>
</tbody>
</table>

### Making access offer to CAG

**Subsequent access offers**

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

(a) if Western Power considers it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, it will make access offers to applicants within the competing applications group conditional on sufficient acceptance of the access offers by applicants to ensure that access can be provided to the applicants collectively for the costs nominated in the access offers; or

(b) if Western Power does not consider it can make access offers to applicants within the competing applications group collectively for the costs nominated in the access offers, revise its preliminary access offer and submit those revised preliminary access offers to applicants; or

(c) where the sum of the preliminary acceptance by applicants within a competing applications group exceeds the capacity of the proposed works, Western Power may make access offers to applicants in the order of the priority date of applications until there is no more spare capacity. If Western Power fails to make an access offer to an applicant within a competing applications group, then notwithstanding any other provision in this applications and queuing policy, the application will remain valid and retain its priority date and Western Power will refund any preliminary offer processing fee or preliminary acceptance fee paid by the applicant.

*(Clause 24.6A)*

**Minimum and Maximum levels of acceptance**

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

(a) if applicable, the minimum number of applicants that must accept the access offers made to that competing applications group (whether expressed by reference to the number of accepting applicants, the amount of capacity they accept or both) for Western Power to proceed to undertake the works specified in
Applications and Queuing Policy

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>the access offers at the cost and on the other terms set out in those access offers;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(b) if applicable, the maximum number of applicants that may accept the access offers made to that competing applications group (whether expressed by reference to the number of accepting applicants, the amount of capacity they accept or both) for Western Power to proceed to undertake the works specified in the access offers at the cost and on the other terms set out in those access offers.</td>
</tr>
</tbody>
</table>

(Clause 24.6B)

Failure to achieve Minimum Levels

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

(Clause 24.6C)

Exceeding Minimum Levels

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

(b) In respect of the reallocated applicant with the highest queue priority of the reallocated applicants, Western Power will, where it is possible to meet the requirements of that applicant in part (for example supply part of the capacity requested by them), make a further access offer to them to supply those partial requirements which that reallocated applicant may accept or reject. Where the reallocated applicant rejects the access offer then they will be allocated to a new competing applications group. If the reallocated applicant rejects the access offer then Western Power will, if practicable to do having regard to the timeframes for undertaking of works set out in those access offers which have been effectively accepted, make a further access offer to the next reallocated applicant with the highest queue priority and the process in this paragraph (b) will continue until Western Power determines it is not practicable to make any further access offers.
<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Timing</th>
<th>Applications and Queuing Policy provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response to access</td>
<td>Applicants respond to access offers</td>
<td>30 business days</td>
<td>(Clause 5.2) The <em>applicant</em> must as soon as practicable, and in any event within 30 business days after receipt of an access offer, either: (a) sign the access offer, thereby entering into an access contract or modifying an existing access contract, as applicable; or (b) by notice to Western Power reject the access offer and request amendments to the application; or (c) by notice to Western Power withdraw the application, and if 30 Business Days after receipt of the access offer the applicant has not complied with any of clauses 5.2(a), 5.2(b), or 5.2(c), then (unless the Arbitrator makes an order extending the time limit on the ground that the delay is beyond the applicant’s reasonable control) the applicant is to be taken to have withdrawn its application and any, as applicable, associated electricity transfer application or connection application. (Clause 5.3) If the applicant rejects an access offer and requests amendments to the application under clause 5.2(b), Western Power and the applicant must negotiate in good faith regarding the application, but if Western Power and 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.</td>
</tr>
<tr>
<td>Post-CAG processes</td>
<td>Formation of an access agreement between Western Power and the Applicants</td>
<td></td>
<td>(Clause 26) 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.</td>
</tr>
</tbody>
</table>
## Appendix B - Timelines for Applicant-specific solutions and for Competing Applications Groups

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

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

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

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