

Processing Proposal Contract

WESTERN POWER:

**ELECTRICITY NETWORKS CORPORATION (T/AS WESTERN POWER)
ABN 18 540 492 861**

Address: 363 Wellington Street
Perth WA 6000

Phone: (618) 9326 #####

Contact: <Position title> **Email:** <insert>@westernpower.com.au

CUSTOMER:

<insert> ABN / ACN <insert>

Address: <insert>

Phone: (618) <insert>

Contact: <insert> **Email:** <insert>

Contract Reference:

<insert>

Introduction:

- A The Customer has lodged the [Customer Enquiry / Customer Connection Application] under the AQP.
- B In order to process the [Customer Enquiry under clause 18 of the AQP (and any subsequent Customer Connection Application under clause 20.2 or clause 20.3 of the AQP)] [Customer Connection Application under clause 20.2 or clause 20.3 of the AQP (as applicable)], Western Power must undertake the Processing Activities, which work forms part of the Individual Connection Works required to connect the Customer to the Network or amend the Customer's existing connection to the Network (as applicable).
- C The Parties have agreed to enter into this Contract to confirm:
 - (i) the terms upon which Western Power will undertake the Processing Activities to progress the Customer Connection Application (as applicable); and
 - (ii) the payment by the Customer of the Processing Cost.

Contract Particulars:

Customer Enquiry or Connection Application Reference: < insert CMS reference >

Associated Electricity Transfer Application: < insert reference or 'Not yet submitted'>

Customer's Project: < insert description of project>

Applicant-Specific Solution: < insert reference or 'not applicable'>

Associated competing applications group (CAG): < insert reference for solution CAG or CAGs or 'not applicable'>

Competing Applications Processing Contract(s): <insert reference or 'not applicable'>



SIGNED BY THE PARTIES AS AN AGREEMENT

EXECUTED for and on behalf of **ELECTRICITY NETWORKS CORPORATION ABN 18 540 492 861** in accordance with subsection 156(4) of the *Government Trading Enterprises Act 2023* (WA):

Signature of authorised person

Name of authorised person (please print)

Position title (please print)

Date: / /

EXECUTED for and on behalf of **<insert>**
ABN <insert> in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Company Secretary*
* delete whichever is not applicable

Name (please print)

DIRECTOR/COMPANY SECRETARY*

Position title (please print)
* delete whichever is not applicable

Date: / /

Signature of Director

Name (please print)

DIRECTOR

Position title (please print)

Agreed Terms

1. Commencement

This Contract commences on the Commencement Date.

2. Processing Activities

2.1 The Parties acknowledge and agree that:

- (a) this Contract, and each Proposal offered under it, constitutes a 'proposal' for the purposes of clause 20.2 of the AQP;
- (b) at the Commencement Date, the Processing Activities comprises only the work described in Schedule 1 to this Contract;
- (c) if after the Commencement Date, Western Power considers (acting reasonably) that additional work to that described in Schedule 1 is required to continue processing, in whole or in part, the Customer Enquiry or Customer Connection Application in accordance with clauses 18, 20.2 or 20.3 of the AQP, as applicable, then Western Power will offer a Proposal to the Customer;
- (d) if the Customer receives a Proposal from Western Power under clause 2.1(c) and within 60 Business Days of receipt, executes the Proposal, and returns an original executed copy to Western Power to confirm the Customer's acceptance of that Proposal, then from the date on which the Customer confirms acceptance:
 - (i) this Contract is amended to incorporate that Proposal; and
 - (ii) the Proposal shall form part of the Processing Activities under the Contract; and
- (e) to avoid doubt, the preparation by Western Power of an Enquiry Response Letter pursuant to clause 18.2A of the AQP does not form part of the Processing Activities under this Contract.

2.2 [Optional clause – use this clause 2.2 if you already have an enquiry processing contract executed. If you don't have an enquiry processing contract, delete this clause 2.2] The Parties agree that, on and from the Commencement Date:

- (a) this Contract applies to the Enquiry Processing Work as if the Enquiry Processing Work were performed under this Contract;
- (b) the Enquiry Processing Work form part of the Processing Activities under this Contract;
- (c) the aggregate of all amounts paid by the Customer to Western Power under the Enquiry Processing Contract are deemed to:
 - (i) be payments made pursuant to this Contract and its terms and conditions; and
 - (ii) for part of the Processing Cost Estimate;
- (d) each Party agrees that it has no claim against the other Party in respect of the Enquiry Processing Contract, and hereby release the other Party from any liability arising out of or in connection with the Enquiry Processing Contract.

3. Performance of the Processing Activities

3.1 Subject to clauses 3.4, 4 and 12.3, Western Power agrees to carry out the Processing Activities on the terms set out in this Contract.

3.2 The Customer acknowledges and agrees that:

- (a) where the Processing Activities are performed by Western Power jointly with other work performed by Western Power for other Applicants or Users, the performance of the Processing Activities may be affected by the other work (including delays to an Indicative Timetable or changes to a Processing Cost Estimate or Indicative Scope described in Schedule 1 of a Proposal);
- (b) where the Customer is a party to a Competing Applications Processing Contract concerning CAG Solution Works to address a Network constraint affecting the CAG, and the Individual Connection Works cannot proceed in the absence of that Network constraint being resolved:
 - (i) the Processing Activities must progress in parallel with the works under the Competing Applications Processing Contract, to enable Western Power, where it is able to do so and it considers appropriate to do so under the Competing Applications Processing Contract and the AQP:
 - (A) to make a single Preliminary Access Offer and a single Access Offer to the Customer and equivalent Preliminary Access Offers and Access Offers to the other CAG Solution Participants expeditiously under the Competing Applications Processing Contract; and
 - (B) to ensure that works undertaken under the Competing Applications Processing Contract address, where necessary, the Individual Connection Works applicable to each of the CAG Solution Participants; and
 - (ii) the performance of the Processing Activities by Western Power may be affected by work carried out by Western Power for the other CAG Solution Participants; and
- (c) where the Processing Activities arises in the context of the Customer requesting, or being deemed under the AQP to have requested, an Applicant-Specific Solution in relation to the Customer Connection Application:
 - (i) once Western Power has completed (to its reasonable satisfaction) all of the studies comprised in the Processing Activities that are necessary to determine the nature, cost and timing of the Applicant-Specific Solution, Western Power must in accordance with clause 20.3(b) of the AQP notify:
 - (A) any existing Users that may be impeded; and
 - (B) any Competing Applicants to the Customer's Connection Application, of the Customer's Applicant-Specific Solution and provide them with the opportunity to object to the Customer's Applicant-Specific Solution;
 - (ii) Western Power must, in accordance with clause 20.3(d) of the AQP, evaluate any objections made in accordance with clause 20.3(c) of the AQP;
 - (iii) where Western Power determines that the Applicant-Specific Solution would impede Western Power's ability to provide a Covered Service to an existing User or a Competing Applicant, Western Power must under clause 20.3(d) of the AQP either:
 - (A) decline to make an Access Offer to the Customer in respect of the Applicant-Specific

- Solution; or
- (B) modify the Applicant-Specific Solution so that it would not impede Western Power's ability to provide a Covered Service to an existing User or a Competing Applicant and provide those notified under clause 3.2(c)(i) and any other existing User or Competing Applicant that Western Power considers may be impeded by the modified Applicant-Specific Solution with a further opportunity to object to the modified Applicant-Specific Solution under clause 20.3(c) of the AQP; and

(iv) where:

- (A) no objections are made in accordance with clause 20.3(c) of the AQP to the Customer's Applicant-Specific Solution within the timeframe stipulated in clause 20.3(c) of the AQP;
- (B) no objections are made in accordance with clause 20.3(c) of the AQP to the Customer's modified Applicant-Specific Solution within the timeframe stipulated in clause 20.3(c) of the AQP; or
- (C) objections are made in accordance with clause 20.3(c) of the AQP to the Customer's Applicant-Specific Solution or modified Applicant-Specific Solution (as applicable) and Western Power determines that the relevant Applicant-Specific Solution would not impede its ability to provide a Covered Service to any existing User or Competing Applicant,

(v) then, where it is appropriate to do so under the AQP, Western Power will make an Access Offer to the Customer based on the relevant Applicant-Specific Solution:

- (A) where clause 3.2(c)(iv)(A) applies, within 30 Business Days of the expiry of the applicable objection period;
- (B) where clause 3.2(c)(iv)(B) applies, within 30 Business Days of the expiry of the applicable objection period; or
- (C) where clause 3.2(c)(iv)(C) applies, within 30 Business Days of making the determination.

3.3 The Customer acknowledges and agrees that:

- (a) the payment of a Processing Cost Estimate or the Processing Cost by the Customer; or
- (b) the undertaking of the whole or part of the Processing Activities by Western Power, does not oblige Western Power to issue the Customer with an Access Offer if Western Power considers in accordance with the AQP that it is not appropriate to do so. The Parties agree that where this occurs, the Customer will not make any Claim against Western Power and Western Power will have no liability to the Customer whatsoever except in accordance with clause 14.

3.4 Where:

- (a) the Customer has, or is deemed under the AQP to have, withdrawn the Customer Enquiry or Customer Connection Application;
- (b) advises Western Power that it no longer intends to make a Connection Application in respect of the Customer's Project;

- (c) the Customer does not execute a proposed Proposal in accordance with clause 2.1(d);
- (d) the Customer does not pay any Processing Cost Estimate, or any other Processing Cost, which is due and payable under this Contract within 60 Business Days of the date of any associated Tax Invoice;
- (e) clause 3.2(b) applies and Western Power terminates the Customer's Competing Applications Processing Contract; or
- (f) Western Power considers in accordance with the AQP that it will not proceed with the Processing Activities or otherwise issue an Access Offer to the Customer due to a failure to secure a third-party approval in respect of the Individual Connection Works,

Western Power may, by notice to the Customer, do one or more of the following:

- (g) suspend the performance of the Processing Activities; and
- (h) terminate this Contract,

and where this occurs, the Parties agree that the Customer will not make any Claim against Western Power and Western Power will have no liability to the Customer whatsoever except in accordance with clause 14.

4. Conditions Precedent

The performance of the Processing Activities is subject to, and contingent upon, the satisfaction of Conditions Precedent (if any), as detailed in Schedule 1 or any Proposal (as applicable).

5. Invoicing and Payment

5.1 Payment of Processing Cost and Processing Cost Estimates

- (a) In consideration for the performance of the Processing Activities, the Customer must pay to Western Power the Processing Cost.
- (b) The Customer acknowledges and agrees that:
 - (i) Western Power is entitled to issue the Customer with a Tax Invoice at the times, and for the amount of the Processing Cost Estimate, specified in Schedule 1 or a Proposal;
 - (ii) the Tax Invoice specified in clause 5.1(b)(i) will be payable by the Customer in accordance with clause 5.3;
 - (iii) a Reconciliation will be performed by Western Power to determine the final Processing Cost payable by the Customer under this Contract; and
 - (iv) clause 9 of the Contributions Policy does not apply to any payment made by the Customer in respect of a Long Lead Commitment.

5.2 Processing Cost Estimate

- (a) The Processing Cost Estimate specified in respect of any Processing Activities:
 - (i) may be higher or lower than the final Processing Cost which will be payable by the Customer under this Contract in respect of that Processing Activities;
 - (ii) is non-binding as to any Contribution that must be paid in respect of the Individual Connection Works;
 - (iii) is based on information available to Western Power at the time of preparing the Indicative Scope;

- (iv) is subject to the Key Assumptions detailed in Schedule 1 and or any Proposal (as applicable);
- (v) may not be relied upon by the Customer to secure any refund, Reconciliation or reimbursement from Western Power except to the extent expressly provided in this Contract; and
- (vi) may not otherwise be relied upon by the Customer in a manner contrary to this clause 5.2.

5.3 Tax Invoice Terms

Unless otherwise specified in this Contract:

- (a) the Customer must pay a Tax Invoice issued by Western Power under this Contract:
 - (i) by the timeframe stipulated in Schedule 1 or a Proposal; or
 - (ii) if no date or timeframe is stipulated, within 30 days of the date on which the Tax Invoice is dated; and
- (b) the Customer must pay an amount payable under this Contract (including the Processing Cost Estimate and any other Processing Cost) by direct electronic transfer into a bank account nominated by Western Power on the Tax Invoice for that amount.

6. Title in Long Lead Property

- 6.1 Subject to clause 6.2, title in any Long Lead Property and in any other aspect of the work which is the subject of the Long Lead Commitment shall vest exclusively in Western Power at all times, notwithstanding the making of any payments by the Customer under this Contract.
- 6.2 Where this Contract is terminated under clauses 3.4, 15.1(d), 19.1(a), 19.1(c) or 19.1(d) and Western Power does not, or it is not reasonably practicable for Western Power to, cancel or otherwise terminate any contract with any supplier or manufacturer or other person engaged in building, developing or preparing the Long Lead Property prior to its delivery to Western Power, Western Power may elect, in its absolute discretion, to:
 - (a) retain ownership of the Long Lead Property, in which case:
 - (i) Western Power may offset any amount owing to it pursuant to clause 14.3(a) against the Processing Cost Estimate; and
 - (ii) subject to the Customer paying any amounts due under clause 14.3(b) (if any), provide a refund to the Customer for the Processing Cost Estimate paid by the Customer in relation to the Long Lead Commitment; or
 - (b) subject to the Customer first paying to Western Power a Tax Invoice issued under clause 14.3(a) following a Reconciliation under clause 14, transfer to the Customer the Long Lead Property in which case:
 - (i) the Customer shall reimburse Western Power for any costs Western Power incurs in transferring the relevant Long Lead Property to the Customer;
 - (ii) Western Power shall deliver, or cause to be delivered, the Long Lead Property to the Customer, and the costs of delivery, or any delay in effecting delivery caused by the Customer (including storage costs), shall be payable by the Customer; and
 - (iii) the Customer shall take all steps necessary to give effect to that transfer.

6.3 Nothing in clause 6:

- (a) obliges Western Power to retain the Long Lead Property in accordance with clause 6.2(a);
- (b) entitles the Customer to refuse to accept the Long Lead Property in accordance with clause 6.2(b);
- (c) entitles the Customer to make any Claim against Western Power in respect of any actions taken by it under clause 6;
- (d) requires Western Power to maintain in force any contract with any supplier or manufacturer or other person engaged in undertaking the Long Lead Commitment, or to suspend or cancel such a contract; or
- (e) entitles the Customer to any refund of any portion of the Processing Cost Estimate, other than in accordance with clause 6.2(a); and the Customer will not make any Claim against Western Power and Western Power will have no liability to the Customer whatsoever in respect of any actions taken by Western Power under clause 6 other than in accordance with clause 6.2(a).

7. Representations and Warranties

7.1 Where the Customer:

- (a) is yet to lodge a Connection Application, the Customer represents and warrants to Western Power that it intends, in good faith, to make a Connection Application in respect of the Customer's Enquiry within eight months of the Commencement Date; and
- (b) has lodged a Connection Application, the Customer represents and warrants to Western Power that it intends, in good faith, to proceed to an Access Contract or amendment to an existing Access Contract (as applicable) in respect of the Customer Connection Application.

7.2 Where clause 3.2(b) applies, the Customer undertakes and represents that it will expeditiously and without delay perform its obligations concerning any Individual Connection Works in a manner that enables Western Power to issue a single Preliminary Access Offer or single Access Offer (as applicable) in respect of the CAG Solution Works and any Individual Connection Works under the Competing Applications Processing Contract, should Western Power determine it appropriate to do so in accordance with the AQP.

8. Customer Deliverables

- 8.1 The Customer must perform all Customer Deliverables described in Schedule 1 and any Proposal (as applicable):
 - (a) at its sole risk and expense;
 - (b) within the time or timeframes specified in Schedule 1 or any Proposal (as applicable) or such other times as may be agreed between the Parties in writing;
 - (c) in accordance with all applicable laws; and
 - (d) in a manner which enables the continuous performance of the Processing Activities under this Contract.
- 8.2 The Customer must demonstrate the completion of all Customer Deliverables to Western Power's reasonable satisfaction, and produce all associated information required by Western Power to progress the Processing Activities.

9. Scope and Timing of Processing

Activities

- 9.1 Both the Indicative Scope and Indicative Timetable contained in Schedule 1 and any Proposal are:
- (a) non-binding and indicative only;
 - (b) included for explanatory purposes only;
 - (c) based upon the Key Assumptions;
 - (d) based on information available to Western Power at the time of preparing this Contract and or any Proposal;
 - (e) subject to revisions that Western Power reasonably considers may be necessary or desirable to process the Customer Enquiry or Customer Connection Application (as applicable), in whole or in part; and
 - (f) not to be relied upon by the Customer in a manner contrary to this clause 7.1.
- 9.2 Western Power will use reasonable endeavours to complete the Processing Activities described in this Contract or a Proposal within the Indicative Timetable specified.
- 9.3 The Customer acknowledges and agrees that Western Power's ability to complete the Processing Activities described in this Contract or a Proposal within the Indicative Timetable may be affected by several factors including:
- (a) changes in the scope of the Processing Activities or the occurrence of a Material Change;
 - (b) a delay in the Customer paying the corresponding Processing Cost Estimate;
 - (c) a delay in the study or other work being performed by an engineering firm or consultant in accordance with clause 12 (including delays associated with rework or amendments required to the study or other work reasonably required by Western Power under clause 12);
 - (d) a permanent cessation or temporary suspension of that work by the Customer in accordance with clause 18;
 - (e) matters arising outside the control of Western Power;
 - (f) changes to the Network or to the Customer Enquiry or Customer Connection Application (as applicable);
 - (g) a delay or failure in the Customer procuring access to a site owned or controlled by the Customer to which Western Power requires access for the purpose of performing the Processing Activities;
 - (h) compliance by Western Power with a direction issued under clause 17.2;
 - (i) the lack of sufficient resources within Western Power or otherwise required by Western Power to conduct the Processing Activities; and
 - (j) the matters described in clause 3.2.
- 9.4 Western Power will endeavour to ameliorate any delay in completing the Processing Activities to the extent that it is within Western Power's ability to do so, but the Parties agree that Western Power will have no liability to the Customer if it is unable to do so and the Customer will not make any Claim against Western Power in respect of such delay.

10. Key Assumptions and Material Change

- 10.1 The Customer acknowledges and agrees that the Processing Cost Estimate, Indicative Timetables, and Indicative Scope are based upon, and subject to, the Key Assumptions.

- 10.2 If Western Power becomes aware of a Material Change, then Western Power will provide written notice to the Customer:
- (a) detailing the Material Change, and its impact upon the Processing Cost Estimate, the Indicative Timeframe or Indicative Scope (as applicable); and
 - (b) propose a variation to the Processing Cost Estimate, the Indicative Timetable or Indicative Scope (as applicable), as is reasonably required by Western Power to address, or otherwise overcome, the Material Change encountered.
- 10.3 Western Power may, acting reasonably, suspend the performance of Processing Activities by written notice to the Customer until such time as:
- (a) Western Power has overcome the Material Change; or
 - (b) the Customer agrees a variation under clause 10.2(b).
- 10.4 Where the Customer does not agree a variation under clause 10.2(b) within 60 Business Days of the date on which Western Power provides written notice under clause 10.2, Western Power may terminate this Contract.
- 10.5 Where Western Power terminates the Contract in accordance with clause 10.4, the Customer agrees that it will take no action against Western Power and will not initiate any Claim against Western Power as a result of the termination.

11. Resourcing of the Processing Activities

- 11.1 Western Power will endeavour to carry out the Processing Activities using its own personnel.
- 11.2 Western Power will advise the Customer if it intends to procure External Services to assist, whether in whole or in part, in the performance of the Processing Activities.

12. Use of Engineering Firm or Consultant to provide studies

- 12.1 In accordance with clause 20.5 of the AQP, the Customer may request in writing for Western Power to permit an engineering firm or consultant to conduct a system or other study comprised in the Processing Activities.
- 12.2 Western Power may (acting reasonably) refuse a request made under clause 12.1 Where Western Power does refuse such a request, Western Power will provide the Customer with written reasons for its refusal.
- 12.3 Where Western Power agrees to a request made under clause 12.1, then prior to the commencement of any such system or other study:
- (a) the engineering firm or consultant (as applicable) must enter into a confidentiality agreement with Western Power in a form acceptable to Western Power; and
 - (b) Western Power and the Customer must:
 - (i) agree the nature of the work to be undertaken by the engineering firm or consultant, including the timeframes for the completion of the work and the manner in which the work must be presented to Western Power; and
 - (ii) execute a written variation to this Contract (in a form acceptable to Western Power) to make the changes reasonably required to this Contract due to the engineering firm or consultant conducting the study, including any amendments required to

an Indicative Scope, Indicative Timetable or Processing Cost Estimate.

12.4 Where an engineering firm or consultant conducts a system or other study in accordance with this clause 12, Western Power must provide the engineering firm or consultant with all reasonable information and cooperation to enable the engineering firm or consultant to conduct the system or other study.

12.5 Where an engineering firm or consultant conducts a system or other study in accordance with this clause 12, the Customer:

(a) must engage and pay the engineering firm or consultant directly, and releases and indemnifies Western Power in respect of any Claim made by the engineering firm or consultant concerning any failure by the Customer to make such payment;

(b) must ensure the performance of the study, and delivery of any study results, reports or other work, by the engineering firm or consultant within the time periods agreed by the Parties or as otherwise required by Western Power;

(c) must ensure that the engineering firm or consultant:

(i) provides a draft copy of any study results, report or other work to Western Power for an initial review to ensure the confidentiality obligations contained in the confidentiality agreement referred to in clause 12.3(a) have been satisfied; and

(ii) makes all changes to the study results, report or other work requested by Western Power to satisfy the confidentiality agreement (including omitting Confidential Information), prior to the study results, report or other work being provided to the Customer;

(d) must ensure that the engineering firm or consultant makes any amendments required by Western Power to any study, study results, report or other work to ensure that the study, study results, report or other work provides Western Power with the information Western Power considers it requires from the study to complete the Processing Activities; and

(e) must pay Western Power for all costs incurred by Western Power (including via a third party) in connection with:

(i) the performance by Western Power of its obligations under this clause 12 (including the preparation of the confidentiality agreement and variation deed, and providing information to the engineering firm or consultant);

(ii) paying Western Power for any replacement system or other study, or any amendments to the original system or other study, undertaken by or on behalf of Western Power where clause 12.5(d) applies and the engineering firm or consultant does not make the amendments requested within the timeframe specified by Western Power;

(f) acknowledges and agrees that for the purposes of this Contract, the acts and omissions of the engineering firm or consultant will constitute the acts and omissions of the Customer; and

(g) releases and indemnifies Western Power:

(i) for any Loss, liability or damage resulting from the acts or omissions of the engineering firm or consultant and any delay in finalising the study, study results, report or other work within the time period agreed between the Parties or otherwise required by Western Power,

including such costs or expenses specified in clause 12.5(d) and will not make any Claim against Western Power in respect of such Loss, liability or damage; and

(ii) in respect of the performance of its obligations under this Contract where any delay in finalising the study, study results, report or other work, or the acts or omissions of the engineering firm or consultant in preparing the study, study results, report or other work, affects Western Power's performance of the Processing Activities and will not make any Claim against Western Power in respect of such effects.

12.6 Nothing in clauses 10 or 12 limits Western Power's rights to charge the Customer under this Contract or the AQP for Western Power's costs of processing the Customer Enquiry or Customer Connection Application, including the Processing Cost and Western Power's costs incurred in connection with clauses 10 and 12.

13. Reporting

Upon written request by the Customer, which may not occur more than once in any 30-day period, Western Power will send the Customer a short report that indicates the Processing Activities that Western Power has undertaken in the previous month, if any, subject to Western Power's confidentiality obligations (including those specified in clause 6 of the AQP).

14. Reconciliation

14.1 Western Power will perform a Reconciliation in accordance with this clause 14 when:

- (a) all Processing Activities described in Schedule 1 and any Proposal is completed;
- (b) the Processing Activities are permanently ceased under clause 18.1(a);
- (c) this Contract is terminated under clause 3.4, 10.4, 15.1(d) or 19.1; or
- (d) clause 20.2(b) of the AQP applies.

14.2 Within six months of:

- (a) the Processing Activities being permanently ceased under clause 18.1(a); or
- (b) this Contract being terminated under 3.4, 10.4, 15.1(d) or 19.1,

Western Power will determine the total Processing Cost of performing the Processing Activities (excluding any work performed by an engineering firm or consultant referred to in clause 12.3) up to the date of cessation or termination (as applicable) and the sum of the Processing Cost Estimates paid by the Customer for that Processing Activities (excluding any payments made to an engineering firm or consultant referred to in clause 12.3).

14.3 If, following the Reconciliation under clause 14.2 the total Processing Cost is:

- (a) greater than the sum of the Processing Cost Estimates paid by the Customer in respect of the Processing Activities, Western Power will issue a Tax Invoice to the Customer in respect of the difference; or
- (b) less than the sum of any Processing Cost Estimates paid by the Customer for that Processing Activities, Western Power will provide a refund to the Customer in respect of the difference. No interest will be payable by Western Power to the Customer in respect of any amount refunded.

- 14.4 The Customer must pay any Tax Invoice issued by Western Power under clause 14.3(a) within 30 days of the date on which the Tax Invoice is dated.

15. Default

- 15.1 If the Customer:
- (a) breaches any provision of this Contract; and
 - (b) fails to remedy the Default within 7 days after a written notice from Western Power (or such further time as specified in the notice or agreed to by Western Power in writing),
- Western Power may, by notice to the Customer:
- (c) suspend the Processing Activities until the Default has been remedied to Western Power's satisfaction (acting reasonably); or
 - (d) terminate this Contract.
- 15.2 For the purposes of clauses 15.1(a) and 15.1(b), a Default relating to the failure to pay an invoice issued by Western Power by its due date is remedied when the invoice has been paid in full.
- 15.3 The exercise or non-exercise of a right under clause 15.1 does not limit Western Power's right to recover an outstanding amount as a debt due and owing.

16. Limitations on liability

- 16.1 Western Power's liability
- (a) Notwithstanding anything in this Contract, but without limiting clauses 3.3, 3.4, 6.2, 9.4 or 14 or either Party's procedural or other rights under the Code or the Access Arrangement, Western Power will have no liability whatsoever to the Customer, and the Customer will not make any Claim against Western Power, for:
 - (i) Western Power not proceeding with the Individual Connection Works in accordance with the AQP;
 - (ii) the manner or time in which Western Power performs the Processing Activities; or
 - (iii) any defect or failure in the performance of the Processing Activities.
 - (b) Western Power accepts no liability for any detriment or loss suffered by the Customer in relying upon the matters specified in the Schedule 1 of a Proposal in a manner contrary to this Contract.
 - (c) The Customer acknowledges and agrees that this Contract may be pleaded as a bar to any suit, action, proceedings, appeal or review arising out of or in respect of any matter set out in clauses 3.2, 3.3, 3.4, 5.2(a)(vi), 8, 9.1, 9.2, 9.4, 10.5, 12.3, 12.5(f), 14.3(a) or 18.
 - (d) The Customer releases and indemnifies Western Power against any Claim arising in connection with the circumstances referred to in clauses 3.2, 3.3, 3.4, 5.2, 8, 9.1, 9.2, 9.4, 12.3, 12.5(f), 14.3 or 18, or in connection with the acts or omissions of the Customer, its contractors or agents (including any errors or omissions in any information submitted by the Customer to Western Power). The indemnity will extend to any Claim made by a person claiming through, or under, the Customer, and any costs (including legal costs on a solicitor-client basis) incurred by Western Power in defending such a Claim.

- 16.2 Exclusion of Indirect Loss

In no circumstances will either Party be liable to the other for any Indirect Loss whether arising by law, in contract, tort or equity or otherwise.

17. Access to Customer's premises

- 17.1 If Western Power requires access to any site owned or controlled by the Customer for the purposes of performing the Processing Activities, the Customer will use all reasonable endeavours to procure access to the site as requested by Western Power.
- 17.2 Western Power must use reasonable endeavours to comply with a direction issued by the Customer (acting reasonably) in relation to access to any site owned or controlled by the Customer.

18. Suspension or cessation of Processing Activities

- 18.1 Except where clause 15.2 applies, the Customer may at any time, in writing, request Western Power to permanently cease the Processing Activities. If the Customer makes such a request:
- (a) Western Power will permanently cease the Processing Activities;
 - (b) Western Power will not be obliged in any circumstances to re-commence the Processing Activities and may terminate this Contract;
 - (c) the Customer Enquiry shall be deemed withdrawn; and
 - (d) the Customer Connection Application and any Associated Electricity Transfer Application will be deemed to have been withdrawn in accordance with clause 20.2(a)(iv) of the AQP.
- 18.2 The Customer may request in writing a short-term suspension of the Processing Activities for a period of no greater than 3 months in respect of any Processing Activities. Western Power may, in its discretion, approve such a request, save that Western Power may refuse to do so where the suspension does or is likely to:
- (a) impede Western Power's ability to provide a Covered Service to any existing User or Competing Applicant;
 - (b) impede Western Power's ability to process any other Connection Application;
 - (c) result in Western Power incurring material additional costs or breaching any contractual or other obligations to any third parties, consultants or contractors associated with the Processing Activities;
 - (d) arise in circumstances where Western Power has requested and is awaiting a third-party approval;
 - (e) cause a material adverse effect on the Processing Activities;
 - (f) require any material changes to this Contract or any Processing Activities;
 - (g) arise in circumstances where clause 3.2(b) applies;
 - (h) arise in circumstances where clause 3.2(c)(i) applies; or
 - (i) arise in circumstances where the Customer has committed a Default and the Default has not been remedied.
- 18.3 Where Western Power approves a request made under clause 18.2, it may do so subject to conditions, including:
- (a) the payment of any additional Processing Cost arising

from the suspension; and

- (b) suspend the performance of any Long Lead Commitment.

18.4 Where Western Power refuses a request made under clause 18.2, it will give reasons for its refusal.

18.5 The Processing Activities under this Contract shall be deemed suspended where the performance of the Processing Activities by Western Power under this Contract has been contingent upon the lodgment of a 'complete' (as defined by the AQP) Customer Connection Application for a period of 6 consecutive months.

19. Termination of Contract

19.1 Without limiting clauses 3.4 and 14, this Contract will terminate with immediate effect:

- (a) when Western Power gives notice of termination to the Customer under clause 3.4(h) or clause 15.1(d);
- (b) when the Processing Activities has been suspended under this Contract for a period of six continuous calendar months for any reason; or
- (c) when the Customer amends the Customer Connection Application rendering the Long Lead Commitment unnecessary;
- (d) on the date that a notice of termination is given by Western Power to the Customer in one of the following circumstances (or such later date expressly specified in the notice):
 - (i) the Customer has, or is deemed to have under the AQP, withdrawn the Customer Enquiry and or Customer Connection Application;
 - (ii) Western Power considers, in accordance with the AQP, that it cannot proceed with the Processing Activities or otherwise issue an Access Offer in respect of the Individual Connection Works to the Customer due to a failure to secure a third-party approval;
 - (iii) clause 3.2(b) applies and Western Power terminates the relevant Competing Applications Processing Contract; or
 - (iv) clause 3.2(c)(iii) applies, and Western Power declines to make an Access Offer to the Customer in respect of the Applicant-Specific Solution.

19.2 Any termination under this clause 16 will be without prejudice to any Party's claims, liabilities, rights or obligations which have accrued prior to the termination date.

19.3 Clauses 3.3, 3.4, 5, 7, 8, 9.1, 9.4, 12.5(a), 12.5(f), 12.6, 14, 15.3, 16, 19.2, 19.3, 21.1(a), 21.2, 23.10, 23.11, 23.13, 24 and 25 survive the termination of this Contract and will continue in full force and effect.

20. GST

20.1 All charges and amounts payable by one Party to another under this Contract are exclusive of GST (including the Processing Cost and Processing Cost Estimate), unless expressly stated otherwise.

20.2 For each Taxable Supply under or in connection with this Contract:

- (a) The supplier will be entitled to charge the Recipient for any GST payable by the supplier in respect of the

Taxable Supply.

(b) The Recipient must pay to the supplier the amount of the GST at the same time as the relevant charge applicable to the Supply becomes payable under the Contract.

(c) The supplier must provide a valid Tax Invoice (or a valid Adjustment Note) to the Recipient in respect of the Taxable Supply, and will include in the Tax Invoice (or Adjustment Note) the particulars required by the GST Act. The Recipient is not obliged to pay the GST unless and until the Recipient has received a Tax Invoice (or an Adjustment Note) for that Supply.

(d) If the actual GST liability of the supplier differs from the GST paid by the Recipient, the supplier will promptly create an appropriate valid Adjustment Note, and the Recipient will pay to the supplier any amount underpaid, and the supplier will refund to the Recipient any amount overpaid.

20.3 Each invoice issued under this Contract will be in the form of a Tax Invoice and must show the GST payable on Supplies covered by that invoice.

20.4 If any Party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that Party or the representative member of any GST Group of which that Party is a member is entitled to an Input Tax Credit.

21. Work Data

21.1 Ownership of Work Data

- (a) All of the Work Data will be owned by Western Power.
- (b) Subject to clause 21.2, the Customer will have the right to use the Work Data for the purposes of making or otherwise progressing its Connection Application and any Associated Electricity Transfer Application.

21.2 Confidentiality

- (a) Subject to this clause 21, each Party must keep Confidential Information confidential.
- (b) A Party may disclose Confidential Information:
 - (i) as reasonably required for the performance of this Contract;
 - (ii) in accordance with clause 6 of the AQP;
 - (iii) where the disclosure is required or allowed by law or by an Arbitrator or Court or tribunal constituted by law;
 - (iv) to a Government Agency (including the Economic Regulation Authority) to the extent required for the granting of any government approval necessary to perform this Contract or the fulfilment by Western Power of any of its functions;
 - (v) where the information has entered the public domain other than by breach of this Contract;
 - (vi) where the information could be inferred by a reasonable and prudent person from information already in the public domain; and
 - (vii) where otherwise approved in writing by the other Party.
- (c) For the avoidance of doubt, the following information is not Confidential Information:

- (i) the existence of any Competing Applications, (not including the specific technical details of the Competing Application) to the Customer Connection Application;
 - (ii) a description of the circumstances which caused the Customer Connection Application to be a Competing Application (including information in reasonable detail regarding the aggregated requirements of the Competing Applications to the Customer Connection Application);
 - (iii) an estimate of the time until the making of an Access Offer in response to the Customer Connection Application; and
 - (iv) any constraints known to Western Power on the ability of the Network to meet the requirements described in the Connection Application.
- (d) For the purposes of clause 6.2(c) of the AQP and clause 21.2(b)(vii) of this Contract, the Customer consents to Western Power disclosing the following Confidential Information where reasonably required for the performance of this Contract and the processing of the Customer Enquiry and Customer Connection Application:
- (i) the Capacity on the Network required under the Customer Enquiry and Customer Connection Application;
 - (ii) the geographic location at which the Customer Enquiry and Customer Connection Application seeks Capacity on the Network;
 - (iii) details of the Individual Connection Works; and
 - (iv) where reasonably required by Western Power in fulfilling its obligations to the Australian Energy Market Operator under the Wholesale Electricity Market Rules.

22. Relationship of the Parties

The relationship of the Parties is that of independent Parties and nothing in this Contract will be construed so as to constitute one Party a partner, joint venturer, agent, employee or representative of the other, or to create any partnership or trust for any purpose whatsoever.

23. Miscellaneous provisions

- 23.1 **(Additional provisions)** The additional provisions (if any) set out in a Proposal apply to and are incorporated in this Contract.
- 23.2 **(Entire agreement)** This Contract contains the entire agreement between the Parties with regard to its subject matter. Any previous understanding, agreement, representation or warranty relating to the Processing Activities, a Processing Cost Estimate, the Processing Cost or an Access Offer is replaced by this Contract and has no further effect.
- 23.3 **(Assignment and sub-contracting)** The Customer may dispose of, declare a trust over, or otherwise create an interest in its rights under this Contract, or subcontract any of its responsibilities or obligations, only with Western Power's prior written consent, which Western Power may grant or withhold at its discretion and on such terms as it may deem appropriate.
- 23.4 **(Variation)** Subject to clause 2.1(d), if the Parties want to amend, supplement, replace or novate this Contract, they must do so only by another document signed by each of them.

- 23.5 **(Waiver)** The failure of either Party to enforce any provision of this Contract will not affect that Party's rights to require complete performance by the other Party, nor will the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing and signed by or on behalf of the Party granting the waiver.
- 23.6 **(Severance)** If any part of this Contract is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:
- (a) will be read down, if possible, so as to be valid and enforceable; or
 - (b) will be severed from this Contract to the extent that all parts of this Contract that are not or do not become void, voidable or otherwise invalid or unenforceable will remain in full force and effect and be unaffected by such severance.
- 23.7 **(Supplementary rights)** Any right that a Party may have under this Contract is in addition to (and does not replace or limit) any other right that the Party may have.
- 23.8 **(Costs)** The Customer must pay all costs and expenses in respect of the preparation and execution of this Contract.
- 23.9 **(Giving effect to the Contract)** At the Customer's cost, the Customer must do anything (including execute any document) and must ensure that its officers, employees and agents do anything (including execute any document), that Western Power may reasonably require to give full effect to this Contract.
- 23.10 **(Notices and service)** A notice required or permitted to be given by a Party to another Party under this Contract is effective only if it is in writing, signed by the Party giving or issuing it and either delivered by hand to the addressee's Address or sent to the addressee's Address by mail (air mail if sent internationally), email or fax. The following rules apply for determining the manner and time of service:
- (a) If a notice is sent by mail, it is taken to have been received on the third Business Day after it is posted if posted within Australia, or on the tenth Business Day after posting if posted internationally.
 - (b) Subject to clause 23.10(c):
 - (i) if a notice is sent by fax, it is taken to have been received when the sender's fax machine issues a transmission report indicating that all pages were successfully transmitted to the recipient's Address;
 - (ii) if a notice is delivered by hand, on delivery; or
 - (iii) if a notice is delivered by email, a scanned copy of the notice must be attached to the email and it is taken to have been received one hour after the email was sent, unless the sender receives notification from its or the recipient's email server that the email is undeliverable or was not delivered.
 - (c) Where a notice is delivered or taken to have been delivered on a day that is not a Business Day, or after 4:30 pm on a Business Day, then the notice will be taken to have been received at 9:00 am on the next following Business Day.
- 23.11 **(Multiple parties)** If the Customer is made up of more than one person, the following rules will apply:
- (a) an obligation imposed on the Customer is imposed jointly and severally on those persons who comprise the Customer;

- (b) a right of those persons who comprise the Customer is held by each of them severally;
- (c) any other reference to the Customer, is a reference to each of those persons who comprise the Customer separately, so that (for example) a representation, warranty or undertaking is given by each of them separately; and
- (d) this Contract is enforceable against and binds each and every person who executes it, notwithstanding that any other person referred to in this Contract has not executed it, or any other person has failed to perform any obligation or undertaking in it.

23.12 (**Counterparts**) This Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument.

23.13 (**Governing law**) This Contract is governed by and will be interpreted in accordance with the laws of Western Australia and, to the extent to which they are applicable, the laws of the Commonwealth of Australia. Each Party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any court that may hear appeals from any of those courts for any proceedings in connection with this Contract, and waives any right it might have to claim that those courts are an inconvenient forum.

24. Interpretation

The following rules apply in interpreting this Contract, except where the context makes it clear that a rule is not intended to apply:

- 24.1 Headings are for convenience only and do not affect interpretation.
- 24.2 An introduction, clause, schedule or Proposal forms part of this Contract.
- 24.3 Terms that are used in this Contract that are defined in the dictionary (see clause 22) are given the respective meanings detailed in the dictionary.
- 24.4 Where an expression is defined in this Contract, another part of speech or grammatical form of that expression will have a corresponding meaning.
- 24.5 A singular word includes the plural, and vice versa.
- 24.6 Words denoting any gender include every other gender.
- 24.7 The fact that Western Power prepared this Contract will not be taken into account as a basis for interpreting this Contract, or any part or parts of it, adversely to Western Power's interest.
- 24.8 If an example is given of anything, including a right, obligation or concept, such as by saying it includes something else, the example does not limit the scope of that thing.
- 24.9 A reference to:
 - (a) this Contract, or to any other instrument, includes any amendment, variation, novation or replacement of it;
 - (b) a recital, introduction, clause, schedule or Proposal, is a reference to a recital, introduction, clause, schedule, or Proposal, respectively, of or to this Contract;
 - (c) any legislation, statute, ordinance, code or act, or other law, includes regulations or other instruments under it and consolidations, amendments, re-enactments or replacements of them; a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, authority, trust, State or Government and vice versa, and any executor, administrator or successor in law of

the person;

- (d) any party means and includes a reference to that party and its executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), transferees and permitted assigns and, if a body corporate, its directors, officers, agents, servants and employees;
 - (e) anything, including a right, obligation or concept, includes each part of it; and
 - (f) any currency is a reference to Australian dollars.
- 24.10 If this Contract does not specify a time within which any act or thing must be done, such act or thing must be done as soon as reasonably practicable and as often as the occasion arises.
- 24.11 If the day on which any act, matter or thing is to be done under this Contract is not a Business Day, that act, matter or thing may be done on the next Business Day.
- 24.12 Subject to any law to the contrary, where the doing or execution of any act, matter or thing is dependent on the consent or approval of a Party, that consent or approval will not be unreasonably withheld or delayed.
- 24.13 Words importing an obligation on a Party to do any act, matter, or thing, include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to permit or allow infringement of the restriction.
- 24.14 Terms used in this Contract which are defined in the GST Act, including "GST", "Supply", "Adjustment Note", "Input Tax", "Credit", "Recipient", "Taxable Supply", "GST Group" and "Tax Invoice" which are used throughout this Contract, have the same meanings in this Contract.
- 24.15 Any other term used in this Contract which appears in inverted commas and is not otherwise defined has the meaning given in the AQP, the Access Arrangement, or the Code, in that order of priority, unless otherwise expressly stated.
- 24.16 In the event of any inconsistency between this Contract and the AQP, the AQP will prevail to the extent of the inconsistency.

25. Dictionary

The following definitions apply to this Contract, unless the context otherwise requires:

"Access Arrangement" means the current 'access arrangement' (as defined in the Code) approved in respect of the Network under the Code.

"Access Contract" has the meaning given to 'access contract' in clause 2.1 of the AQP.

"Access Offer" has the meaning given to 'access offer' in clause 2.1 of the AQP.

"Address" means, in relation to a notice issued under this Contract, the addressee's postal address, email address or fax number (as applicable) as stated in this Contract (as varied in writing from time to time by notice from the addressee to the other Parties).

"Applicant" has the meaning given to 'applicant' in clause 2.1 of the AQP.

"Applicant-Specific Solution" has the meaning given to 'applicant-specific solution' in clause 2.1 of the AQP.

"AQP" means the 'applications and queuing policy' (as defined in the Code) in the Access Arrangement.

"Associated Electricity Transfer Application" means the 'electricity transfer application' (as defined in clause 2.1 of the AQP) associated with the Covered Service sought in the Customer Connection Application, as specified in the Schedule.

"Business Day" means any day of the week other than a Saturday, Sunday or gazetted public holiday in Perth, Western Australia.

"CAG" means the 'competing applications group' (as defined in clause 2.1 of the AQP) in respect of which the Customer is a member in relation to the Customer Connection Application, as stipulated in the Schedule.

"CAG Solution Works" means the single set of works for shared assets which Western Power considers may meet some or all of the requirements of the members of the CAG, as specified in the Competing Applications Processing Contract.

"CAG Solution Participants" means the members of the CAG, as those members may be constituted from time to time in accordance with the Competing Applications Processing Contract.

"Capacity" has the meaning given to 'capacity' in clause 2.1 of the AQP.

"Claim" means any claim, action, proceeding, judgment, damage, Loss, cost, expense or liability whatsoever at law, in equity, under statute or howsoever arising.

"Code" means the Electricity Networks Access Code 2004.

"Commencement Date" the date this Contract is executed by the last signing Party.

"Competing Applicant" means the Applicant for a Competing Application.

"Competing Application" has the meaning given to 'competing' under clause 2.1 of the AQP.

"Competing Applications Processing Contract" means the 'Competing Applications Processing Contract(s)' specified in the Schedule, which concerns the performance of work by Western Power to assess the viability of the CAG Solution Works, the development of either Preliminary Access Offers or Access Offers, as applicable, related to those works, and the payment of associated fees under the AQP by the CAG Solution Participants.

"Confidential Information" has the meaning given to 'confidential information' in clause 2.1 of the AQP and includes the Work Data.

"Connection Application" has the meaning given to 'connection application' under clause 2.1 of the AQP.

"Contract" means this Contract which includes Schedule 1 (as varied from time to time), and each Proposal accepted by the Customer under clause 2.1(d).

"Contract Particulars" means those particulars set out on page 1 of this Contract.

"Contribution" has the meaning given to 'contribution' in clause 1.1 of the Contributions Policy.

"Contributions Policy" means the 'contributions policy' (as defined in the Code) contained in the Access Arrangement.

"Customer" means the Customer stipulated in the Parties section of this Contract (see first page of this Contract).

"Customer Enquiry" has the meaning given to 'enquiry' under clause 2.1 of the AQP.

"Customer Deliverables" means those deliverables specified in Schedule 1 or a Proposal for which the Customer is responsible for under clause 8 of this Contract.

"Covered Service" has the meaning given to 'covered service' in clause 2.1 of the AQP.

"Customer Connection Application" means the Connection Application lodged by the Customer under the AQP with respect to the Customer's Project as described in the Contract Particulars.

"Customer's Project" means the Customer's project specified in the Contract Particulars to which the Customer Enquiry and Customer Connection Application relates.

"Default" means a breach of a provision of this Contract by the Customer.

[optional definition, delete this definition if you delete clause 2.2]
"Enquiry Processing Work" means the 'Enquiry Processing Work' described in the Enquiry Processing Contract.

[optional definition, delete this definition if you delete clause 2.2]
"Enquiry Processing Contract" means the Enquiry Processing Contract (Reference: [insert]) entered into between Western Power and the Customer on the [date].

"External Services" means works or services to be provided by external consultants or contractors.

"Government Agency" means a government or government department or other body; a governmental, semi-governmental or judicial person; a local authority or a person (whether autonomous or not) who is charged with the administration of a law (but does not include Western Power).

"GST Act" means the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

"Indicative Scope" means, in relation to the Processing Activities, the 'indicative scope of work' described in Schedule 1 or a Proposal (as applicable).

"Indicative Timetable" means, in relation to the Processing Activities, the 'indicative timetable' set in Schedule 1 or a Proposal (as applicable).

"Indirect Loss" means Loss, howsoever caused, which is indirect or consequential, including without limitation loss of use, production, revenue, income, profits, business or savings.

"Individual Connection Works" means those works required to provide the Customer with the 'connection service' (as defined in the Code) sought in the Customer Connection Application, including the construction, procuring and commissioning of 'shared assets' and 'connection assets' (as defined in the Code).

"Key Assumptions" are those assumptions identified by Western Power as such in Schedule 1 or any Proposal (as applicable).

"Long Lead Commitment" means the Long Lead Property, and the work required to procure the Long Lead Property, as described in a Proposal.

"Long Lead Property" means the materials, equipment or goods to be procured as specified in a Proposal.

"Loss" includes claims, liabilities, costs, expenses, loss or damage.

"Material Change" means an event, circumstance or occurrence encountered by Western Power which is, in Western Power's sole opinion, inconsistent with a Key Assumption and impacts upon the Processing Cost Estimate, Indicative Timetable or Indicative Scope.

"Network" has the same meaning given to 'Western Power Network' in the Code.

"Party" means a party to this Contract.

"Parties" means every Party to this Contract.

"Preliminary Access Offer" has the meaning given to 'preliminary access offer' in clause 2.1 of the AQP.

"Processing Activities" means the activities described in Schedule 1 to this Contract, and any Proposal forming part of this Contract pursuant to clause 2.1(d);

"Processing Cost" means the actual costs incurred by Western Power in performing (including through any third party contractor or consultant other than an engineering firm or consultant referred to in clause 12.3) the Processing Activities.

"Processing Cost Estimate" means, in relation to Schedule 1 or a Proposal, the forecast of the Processing Cost that Western Power considers it will likely incur in undertaking (including through any third party contractor or consultant other than an engineering firm or consultant referred to in clause 12.3) the corresponding Processing Activities.

"Proposal" means an offer, substantially in the form of Schedule 2, by Western Power for Processing Activities which is

incorporated into this Contract under clause 2.1(d) at any time after the Commencement Date.

“Reconciliation” means a reconciliation undertaken in accordance with clause 14 of this Contract.

“Technical Rules” means the ‘technical rules’ (as defined in section 1.3 of the Code) applying from time to time to the Network under Chapter 12 of the Code, as modified in accordance with the Code.

“User” has the meaning given to ‘user’ in section 1.3 of the Code.

“Western Power” means the statutory body corporate established by paragraph 4(1)(b) of the *Electricity Corporations Act 2005* (WA).

“Work Data” means all information, studies, reports and data exchanged between the Parties for, and derived from, the performance of the Processing Activities, in whatever form.

DRAFT

SCHEDULE 1 – PROCESSING ACTIVITIES

1. Conditions Precedent

The performance of Processing Activities described herein this Schedule 1 are subject and conditional upon the following Conditions Precedent:

- (a) payment in full by the Customer of the applicable Processing Cost Estimate; and
- (b) the satisfaction or completion of any other Condition Precedent described in the Indicative Scope.

2. Overview of Indicative Scope

- (a) The Processing Activities described in Schedule 1 are intended support the delivery of an Access Offer by Western Power to the Customer in respect of the Customer Connection Application.
- (b) Any inconsistency relating to the scope or extent of the Processing Activities is to be resolved by Western Power in its sole and absolute discretion, acting reasonably.

3. Indicative Scope

The Indicative Scope is comprised of the following packages of work:

3.1. Management Support

3.1.1. Conditions Precedent:

- (a) Nil

3.1.2. Indicative Scope:

- (a) To support the delivery of the Individual Processing Works, Western Power will allocate project support and management resources (Management Support) for the purposes of:
 - (i) administration of this Contract;
 - (ii) preparing the project delivery approach and the Customer's project requirements;
 - (iii) meetings and communication with the Customer to report progress;
 - (iv) reconciliation of costs in accordance with clause 14 of the Contract; and
 - (v) ongoing sponsorship of Customer Enquiry and or Customer Connection Application (as applicable).

3.1.3. Key Assumptions:

- (a) The Management Support assumes, among other matters:
 - (i) Where in person Customer meetings are required they will be at Western Power's premises unless by other means communicated by Western Power;
 - (ii) an allowance of up to 8 hours per week over 20 months (in total);
 - (iii) Western Power will not need to depart from, or investigate the departure of, standard connection processes.
 - (iv) Note: All Management Support available is shared, and not exclusive to the Customer Project.

3.2. Connection Options Assessment

3.2.1. Conditions Precedent:

- (a) a Connection Application deemed complete by Western Power;

3.2.2. Indicative Scope:

- (a) identifying Network Connection options for meeting the requirements described in the Customer Connection Application, including modifications to the Network required to facilitate the Customer's proposed connection to the Network;
- (b) conducting one 2-hour workshop with the Customer to present, discuss and refine the Network Connection options identified in paragraph (a);
- (c) developing a high-level scope of work, AACE Class 5 cost and high-level time estimate for each identified Network Connection option to meet the requirements described in the Customer Connection Application;
- (d) preparing and providing to the Customer a Connection Options Assessment addressing the matters specified in paragraphs (a), (b) and (c).

3.2.3. Key Assumptions:

- (a) identifying and assessing any economic, market or network constraints and the modifications to the Network required to remove the constraint are not included in the Connection Options Assessment.

3.3. Steady State Studies

3.3.1. Conditions Precedent:

- (a) a Connection Application deemed complete by Western Power; and
- (b) completion of the Connection Options Assessment produced by Western Power.

3.3.2. Indicative Scope:

- (a) Except where the Customer requests to perform its own studies under section 3.4 of this Schedule, Western Power will perform steady state network studies to determine whether the Network can be modified to meet the requirements of the Customer Connection Application.
- (b) The steady state studies include the performance of the following activities:
 - (i) studies to assess compliance against Technical Rules clauses 2.5.2 (Transmission system), 2.2.2(a) (Voltage range) and clause 2.2.2(b) (Voltage Step);
 - (ii) identifying the Remedial Action Scheme (RAS) where required; and
 - (iii) updating the steady state report with the study outcome, allowing for one draft and one final revision.

3.3.3. Key Assumptions:

- (a) The performance of steady state studies by Western Power is based upon the following additional Key Assumptions:
 - (i) such studies will be performed based upon a single option described in the connection options assessment produced under section 0 of this Schedule only;
 - (ii) the Customer will not be performing any Steady State Studies and seeking validation thereof by Western Power.

3.4. Steady State Studies Validation

3.4.1. Conditions Precedent:

- (a) a Connection Application deemed complete by Western Power; and
- (b) completion of the Connection Options Assessment produced by Western Power.

3.4.2. Indicative Scope:

- (a) Steady state studies validation activities includes:
- (b) preparation of a standard non-disclosure agreement (NDA) providing for the supply of information by Western Power enabling the performance of steady state studies by the Customer or its engineering firm (as applicable);
- (c) subject to the execution of an NDA on terms acceptable to Western Power, the preparation and issuance of a study pack including:
 - (i) Western Power's SWIS Base Model;
 - (ii) a summary of facilities that should be added to each study;
 - (iii) Steady State Study guidelines; and
 - (iv) Steady State Study report template.
 - (v) a review the draft Steady State Studies Report prepared by the Customer (or its engineering firm) and the SWIS Model that was setup by the Customer for the purpose of Steady State Studies and provide comments; and
 - (vi) review and, at Western Powers absolute discretion, acceptance of the final Customer Steady State Studies Report.

3.4.3. Customer Deliverables:

- (a) The Customer must prepare one draft Steady State Studies Report for review by Western Power and one final Steady State Studies Report for acceptance by Western Power along with each version of the report and the SWIS Model that was setup for the studies. The Customer's Steady State Report must:
 - (i) document the study setup, assumptions and methodology with respect to the agreed scope of work;
 - (ii) provide results of the steady state studies under N-0, N-1 and N-1-1 system conditions;
 - (iii) load flow studies for equipment thermal rating;
 - (iv) voltage (steady state) for Technical Rules compliance and system security (voltage step & range);
 - (v) refer to Section 2.5 of the Steady State Guideline for further details on the structure of the report;
- (b) Perform Compliance checks against specified Technical Rules clauses:
 - (i) Clause 2.5.2: Transmission system;
 - (ii) Clause 2.2.2(a): Voltage range; and
 - (iii) Clause 2.2.2(b): Voltage Step.

3.4.4. Key Assumptions:

- (a) The steady state study validation activities by Western Power assumes:
 - (i) complete lodgement of accurate information by the Customer, including (without limitation) the Customer's steady state model;
 - (ii) a one-off performance of steady state study studies validation;
 - (iii) the steady state studies performed by the Customer (or its engineering firm) is based upon a single option described in the Customer Connections Assessment produced under section 0 of this Schedule only; and
 - (iv) Western Power is not required to undertake its own Steady State Studies.

3.5. Community Engagement and Environmental Assessment

3.5.1. Conditions Precedent

- (a) completion of the Connection Options Assessment produced by Western Power;
- (b) line route has been provided.

3.5.2. Indicative Scope

- (a) Western Power will review external stakeholder engagement plan and desktop studies required for the progression of the Individual Connection Works and the Customer Connection Application (which may include the local community, land owners, and departments of local, State and Federal governments).
- (b) Western Power will perform Environmental, Planning and Heritage assessments and desktop studies required for the progression of the Individual Connection Works and the Customer Connection Application.
- (c) Western Power will determine and assess the impact of the issues arising from the environmental assessments and external stakeholder engagement on the proposed options for modifying the Network to meet the requirements of the Customer Connection Application, and develop changes to the proposed options to mitigate the issues.

3.5.3. Key Assumptions

The Indicative Scope for these Processing Activities do not include:

- (a) performing surveys of the proposed construction zones for the selected options to identify areas of environmental significant;
- (b) applying or obtaining environmental, planning and heritage approvals on behalf of the Customer works;
- (c) engaging and negotiating with environmental, planning and heritage regulators on approval requirements.

3.6. Scope Definition

3.6.1. Conditions Precedent:

Satisfactory completion of Steady State Studies or Steady State Studies Validation thereof under sections 3.3 or 3.4 (as applicable) unless determined otherwise by Western Power.

3.6.2. Indicative Scope:

- (a) The Indicative Scope is inclusive of the following:
 - (i) based upon the outcome of the Steady State Studies or validation thereof under sections 3.3 or 3.4 (as applicable), Western Power will develop a scope definition for the Individual Connection Works, which includes:
 - (ii) developing a high-level scope of work for the preferred connection option;
 - (iii) if required, developing a remedial action scheme and augmentation scope where required;
 - (iv) defining the extent to which the Contribution in respect of the Individual Connection Works is connection vs shared as per the Customer Contribution Policy;
 - (v) updating the Class 5 estimate and high-level time estimate in relation to any changes in the connection options as a result of (iii) and (iv) (if required);
 - (vi) providing all Western Power required inputs to undertake Project Scoping; and

- (vii) documenting the outcome in in an updated Scope Definition Report.
- (b) The scoping activities by Western Power does not include:
 - (i) identifying and assessing any economic, market or network constraints and the modifications to the Network required to remove the constraint; or
 - (ii) performing any Network Studies including but not limited to Steady State and Dynamic Studies.

3.7. Grid Input Package

3.7.1. Conditions Precedent:

The completion of a Steady State Studies section 3.3 of this Schedule 1.

3.7.2. Indicative Scope:

- (a) Western Power will prepare a Grid Input Package comprised of:
- (b) maximum and minimum fault levels at the intended Point of Connection;
- (c) power quality allocation (Harmonic, Flicker and Voltage Unbalance Limits) at the point of connection; and
- (d) where required, a frequency scan of the Network at the Customer Facility Point of Connection.
- (e) If determined necessary by Western Power, Western Power will perform a frequency scan of the Network at the point of connection for the Customer's facility. Note: The frequency sweep data is required only if the Customer's facility cannot meet the PQ limits at the point of connection and design/installation of a filter is needed.

3.8. Model Due Diligence

3.8.1. Conditions Precedent:

- (a) Satisfactory completion of the Grid Input Package (Section (ii)).
- (b) Receipt by Western Power of the Customer's updated Connection Application, Dynamic Powerfactory Model, model user guide and Model Assessment report.

3.8.2. Indicative Scope:

- (a) Western Power will conduct a due diligence on the submitted PowerFactory model of the Customer's facility with accompanying documentation in the form of Customer's submitted Generator Performance Standards Report.
- (b) Western Power's assessment will be conducted in accordance with Western Power's Generator and Load Model Guidelines, WEM Rules and/or Technical Rules.
- (c) Western Power will prepare, and supply to the Customer, a due diligence report for the Customer's information.

3.9. Generator Performance Assessment – R0 Validation

3.9.1. Conditions Precedent:

- (a) The Customer must lodge their proposed Generator Performance Standards, prepared in accordance with Generator Performance Standards: Guideline for the Assessment of Technical Requirements (available from Western Power website).
- (b) Model Due Diligence (section 3.8) has been completed to Western Power's satisfaction.

3.9.2. Indicative Scope:

- (a) The Generator Performance Standards Assessment by Western Power:
- (b) includes assessment for compliance against WEM rules; and
- (c) includes AEMO engagement as required to discuss or negotiate proposed performance standards and provide consolidated feedback to the Customer.

3.9.3. Key Assumptions:

- (a) assessment will be performed based on one GPS submission;
- (b) Generator Performance Standards assessment is a one-off assessment, inclusive of registration at RO (optional); and
- (c) One round of clarification / feedback with AEMO has been included in the event a GPS submission does not meet the ideal performance standards. Should further discussions be required, dependant on the submission, Western Power may require a variation agreed in writing between the Parties prior to proceeding.

3.10. Project Scoping

3.10.1. Conditions Precedent:

- (a) Satisfactory completion of the Scope Definition Report (Section 3.6).
- (b) Customer evidence, to Western Power's reasonable satisfaction, demonstrating:
 - (i) Customer has completed their due diligence in relation to Community Engagement, Environmental, Planning and Heritage Assessments, Government Approvals and Land Access Rights (as respectively defined in section 0); and
 - (ii) site location for the Customer's facility and line route for the intended Individual Connection Works is finalised and confirmed.

3.10.2. Indicative Scope

(a) Project Scoping Requirements

- (i) Western Power will undertake activities reasonably required to develop the scope maturity to a level that's appropriate to the class of estimate to be prepared on completion of Project Scoping. This includes developing a Concept Design with detailed scope of work, supported by relevant documents and drawings for the selected connection option.

(b) Concept Design Estimate

Western Power will prepare a **Class 3 (-20% to +30%) or Class 4 (-30% to +50%)** Cost Estimate Report. This document provides a cost estimate for the final option selected by Western Power and the Customer to modify the Network to meet the requirements of the Customer Connection Application. This Processing Activity includes:

- (i) developing a detailed cost estimate for the final option to modify the Network; and
- (ii) preparing a **[Class 3 (-20% to +30%) or Class 4 (-30% to +50%)** Estimate Report.

(c) Project Scoping Report

Western Power will prepare, a 'Project Scoping Report' detailing the concept design and scope of work required in order to modify the Network to meet the requirements of the Customer Connection Application. The Project Scoping Report will include the cost estimate and an estimated timeframe for delivery of the selected option.

3.11. Preparation of Access Offer

3.11.1. Conditions Precedent:

- (a) Satisfactory completion of Project Scoping (section 3.10).

3.11.2. Indicative Scope:

(a) Access Offer Approval and Contracts:

- (i) The preparation of an Access Offer by Western Power includes the following:
- (ii) preparation and approval of internal Western Power business cases relating to the Access Offer;
- (iii) preparation of the Access Offer and associated contracts, including, as applicable, Interconnection Works Contract, a Connection Agreement, an Electricity Transfer Access Contract, or variation to existing Access Contract (as applicable);
- (iv) where the Customer has requested or has been deemed under the AQP to have requested an Applicant-Specific Solution, compliance by Western Power with the obligations under clause 3.2(c) of the Contract and clauses 20.3(b) to (e) (inclusive) of the AQP; and
- (v) issuance and negotiation (where required) of the Access Offer and associated contract terms and conditions following the issuance of the Access Offer in accordance with the AQP.

3.11.3. Key Assumptions:

- (b) Economic Regulation Authority (ERA) does not require Western Power to complete Regulatory Testing.

DRAFT

4. Customer Deliverables

- (a) The Customer must complete all Customer Deliverables described throughout this Schedule 1 within the specified timeframes, and where no such timeframes are specified, within a reasonable timeframe required by Western Power.
- (b) The Customer is responsible for investigating, developing and, where applicable, obtaining:
 - (i) Government Approvals and Land Access Rights; and
 - (ii) all relevant agreements, consents, and support from effected landowners, stakeholders, special interest groups, and community, in connection with the Processing Activities, the intended Individual Connection Works and the Customer's Project.
 - (iii) The Customer must prepare and manage a community engagement strategy which:
 - (iv) identifies all members of the community effected by the intended Individual Connection Works and the Customer's Project; and
 - (v) demonstrates how the Customer's plans to address and manage any community needs and or expectations.
 - (vi) In this Schedule, the following capitalised words have the following meanings:
 - (vii) "**Government Approvals**" means approvals, certificates, permits, licences, consents, authorisations and agreements from or with a Government Agency necessary to construct, own and operate the intended Individual Connection Works on terms acceptable to Western Power; and
 - (viii) "**Land Access Rights**" means easements or other legal rights acceptable to Western Power over or in respect of land that is required by Western Power to construct, own and operate the intended Individual Connection Works (or any part of them) on terms acceptable to Western Power.
 - (ix) The Customer must, from time to time, supply to Western Power scheduling information which confirms, or otherwise updates, the date on which the Customer's Project will be ready for the commencement of Covered Services.
 - (x) The Customer must furnish Western Power with all information reasonably required by Western Power to demonstrate the progress, completion (including impediments to the completion of, if any) the above Customer Deliverables.

5. Processing Cost Estimate

5.1.1. Estimate

As at the Commencement Date, the forecast Processing Cost Estimate for all Processing Activities detailed in this Schedule 1 is \$<insert> (ex GST) which is an amount comprised of the following:

Processing Activity	Unit	Processing Cost Estimate
3.1 - Management Support*		\$<insert>
3.2 – Connection Options Assessment	Each	\$<insert>
3.3 - Steady State Studies	Each	\$<insert>
3.4 - Steady State Studies Validation	Each	\$<insert>
3.5 - Community Engagement and Environmental Assessment	Each	\$<insert>
3.6 - Scope Definition	Each	\$<insert>
3.7 – Grid Input Package	Each	\$<insert>
3.8 - Model Due Diligence	Each	\$<insert>
3.9 - Generator Performance Assessment – R0 Validation	Each	\$<insert>
3.10 - Project Scoping	Each	\$<insert>
3.11 - Preparation of Access Offer	Each	\$<insert>

*Management Support is based upon a rate of \$5,000 (ex GST), per month at 8 hours per week.

5.1.2. Processing Cost Estimate - Key Assumptions

The Processing Cost Estimate in respect of each Processing Activity:

- (a) is estimated based upon the Key Assumptions; and
- (b) makes no allowance for re-performance of the Processing Activity, including (without limitation) due to changes by the Customer in relation to the requirements the Customer Enquiry and or Customer Connection Application (as applicable).

5.1.3. Payment

Option A – deletion Option B if selected.

- (a) The Customer must pay the Processing Cost Estimate of \$[insert] in full prior to the commencement of any Processing Activities detailed in this Schedule 1.
- (b) Where Western Power determines (acting reasonably) that the Processing Activity requires re-performance, Western Power may re-invoice the corresponding Processing Cost Estimate.
- (c) Where Western Power anticipates that the [hourly] allowances provided for in section 3.1 (Management Support) may be exceeded:
 - (i) Western Power may invoice the Customer an amount equal to the rate provided in section 5.1.1 (\$5,000) for Management Support multiplied by [3]; and
 - (ii) the hourly allowance provided for in section 3.1 shall be deemed adjusted to provide for a further 24 hours each time Western Power issues an invoice under paragraph c) above.

- (d) The forecast Processing Cost Estimate described in section 5.1.1 of this Schedule 1 shall be deemed adjusted to take into account any invoices issued under paragraphs b) and c) of section 5.1.3.

Option B – deletion Option A if selected

- b) Western Power will issue a Tax Invoice for the Processing Cost Estimate across two payments as detailed in the following table:

Processing Activity	Tax Invoice Amount	Expected Tax Invoice Timeframe
3.1 – Management Support	\$<insert>	Prior to commencement On or about the Commencement Date
3.2 – Connection Options Assessment	\$<insert>	
3.3 - Steady State Studies	\$<insert>	
3.4 - Steady Sate Studies Validation	\$<insert>	
3.5 - Community Engagement and Environmental Assessment	\$<insert>	
3.6 - Scope Definition	\$<insert>	
3.7 – Grid Input Package	\$<insert>	
3.8 - Model Due Diligence	\$<insert>	
3.9 - Generator Performance Assessment – R0 Validation	\$<insert>	
Total: Payment 1	\$<insert>	
3.1 – Management Support	\$<insert>	Prior to commencement Scoping and Planning Activity
3.10 - Project Scoping	\$<insert>	
3.11 - Preparation of Access Offer [& Regulatory Test]	\$<insert>	
Total: Payment 2	\$<insert>	

- c) Where Western Power determines (acting reasonably) that the Processing Activity requires reperformance, Western Power may re-invoice the corresponding Processing Cost Estimate.
- d) Where Western Power anticipates that the time allowances provided for in section 3.1 (Management Support) may be exceeded:
- (i) Western Power may invoice the Customer an amount equal to the rate provided in section 5.1.1 (\$5,000) for Management Support multiplied by 1 month; and
 - (ii) the hourly allowance provided for in section 3.1 shall be deemed adjusted to provide for an additional month each time Western Power issues an invoice under paragraph c) above.
- e) The forecast Processing Cost Estimate described in section 5.1.1 of this Schedule 1 shall be deemed adjusted to take into account any invoices issued under paragraphs b) and c) of section 5.1.3.

6. Indicative Timetable

Western Power anticipates that the Processing Activities described in this Schedule 1 will be completed within the following estimated timeframes:

Processing Activity	Timeframe from Commencement of Activity
3.2 – Connection Options Assessment	<insert> weeks
3.3 - Steady State Studies	<insert> weeks
3.4 - Steady Sate Studies Validation	<insert> weeks
3.5 - Community Engagement and Environmental Assessment	<insert> weeks
3.6 - Scope Definition	<insert> weeks
3.7 – Grid Input Package	<insert> weeks
3.8 - Model Due Diligence	<insert> weeks
3.9 - Generator Performance Assessment – R0 Validation	<insert> weeks
Subtotal	<insert> weeks
3.10 - Project Scoping	<Insert> weeks
3.11 - Preparation of Access Offer	<insert> weeks
Subtotal	<insert> weeks

7. Key Assumptions

[Include any general assumptions]

SCHEDULE 2 – INDICATIVE FORM OF PROPOSAL

LEFT BLANK INTENTIONALLY

Proposal

PROPOSAL PARTICULARS	
Proposal Reference:	
Proposal Date:	
Customer Connection Application:	
Processing Proposal Contract:	
Proposal Validity	

By executing this Proposal, the Customer confirms that it:

- (a) has received, read, and accepts this Proposal pursuant to clause 2.1(d) of the Contract; and
- (b) agrees to the Contract being amended to incorporate this Proposal pursuant to the terms of the Contract.

SIGNED for and on behalf of the **[CUSTOMER]** **[ACN]** by:

Signature of authorised person

Name *(please print)*

Position title *(please print)*

Date

1. Interpretation

Capitalized Terms used herein this Proposal have the corresponding meaning as defined in the Contract under which this Proposal is offered.

2. Conditions Precedent

The commencement of the Processing Activities described in this Proposal are, pursuant to clause 4 of the Contract, subject to the completion of the following Conditions Precedent by the Customer:

2.1. [insert]

3. Indicative Scope

The Processing Activities under this Proposal are:

3.1. Inclusive of the following activities:

3.1.1. [insert]

3.2. Exclusive of the following activities:

3.2.1. [insert]

4. Indicative Timeline

Western Power anticipates that the performance of Processing Activities under this Proposal will be completed within [insert] from the date on which the Customer has satisfied the Conditions Precedent.

5. Customer Deliverables

The Customer must perform the following Customer Deliverables by the timeframe stipulated, and where there is no timeframe stipulated, within a reasonable period of time required by Western Power so as to ensure the continuous performance of the Processing Activities under this Proposal:

Number	Customer Deliverable	Timeframe

6. Processing Cost Estimate

6.1. Processing Cost Estimate

The Processing Cost Estimate for the Processing Activities described in this Proposal is **\$513,750** (GST Exclusive).

6.2. Payment

The Customer must pay the Processing Cost Estimate described in this Proposal **within 30 days of receiving the invoice.**

7. Key Assumptions

The Indicative Scope, Indicative Timetable and Processing Costs Estimate is based upon the following Key Assumptions:

7.1. [insert]

8. Additional Provisions

- 8.1. The Parties acknowledge that additional work may be required to identify the solution (or solutions) to address any issue identified during the performance of the Processing Activities in this Proposal, which was not considered by Western Power when preparing this Proposal.
- 8.2. Western Power will advise the Customer if such additional work is required and thereafter the Parties must (acting reasonably) negotiate an appropriate amendment to this Proposal to include the additional works (including updating the associated Processing Cost Estimate and Indicative Timetable).
- 8.3. Western Power may suspend the performance of the Processing Actives until such time as an appropriate amendment is made to this Contract and shall have no liability whatsoever to the Customer for such suspension.

DRAFT