

PUBLIC

# User Access Guide

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## TABLE OF CONTENTS

|   |    |
|---|----|
| 1. Introduction.....  | 4  |
| 2. Contact, Preliminary Enquiries and Paired Applications.....                        | 13 |
| 3. Paired Application Process for Connections Below 1 MVA (Load).....                 | 14 |
| 4. Paired Application Process for Connections Above 1 MVA (Load) and Generation ..... | 17 |
| 5. Modify an Existing Covered Service .....   | 23 |
| 6. Contributions Policy.....  | 24 |
| 7. When can we not issue an Access Offer.....   | 24 |
| 8. When can we extend timeframe to issue Access Offer .....                           | 24 |
| 9. Amendment and Withdrawal of Application .....                                      | 25 |
| 10. Costs of Pilbara ISO.....   | 25 |
| 11. Queuing Policy and Competing Applications .....                                   | 25 |
| 12. Confidentiality .....   | 27 |
| 13. Negotiations .....  | 29 |
| 14. Access Disputes .....   | 30 |
| 15. References .....  | 31 |

## 1. INTRODUCTION

### 1.1 Abbreviations and defined terms

The following abbreviations are used in this document and have the meaning provided in the table below.

Table 1.1: Document Abbreviations

| Abbreviation | Meaning                                      |
|--------------|--|
| <b>CMD</b>   | Contract Maximum Demand                      |
| <b>DSOC</b>  | Declared Sent Out Capacity                   |
| <b>ENAC</b>  | Electricity Networks Access Code 2004 (WA).  |
| <b>ISO</b>   | Independent System Operator                  |
| <b>kVA</b>   | kilo Volt Amps, which is 1,000 Volt Amps     |
| <b>kW</b>    | kilo Watts, which is 1,000 Watts             |
| <b>MVA</b>   | Mega Volt Amps, which is 1 million Volt Amps |
| <b>NSP</b>   | Network Service Provider                     |
| <b>NWIS</b>  | North West Interconnected System             |
| <b>PNR</b>   | Pilbara Networks Rules                       |

The following defined terms are used in this document and have the meaning provided in the table below.

Table 1.2: Document Defined Terms

| Defined term           | Meaning   |
|------------------------|---|
| <b>access contract</b> | <p>a 'Pilbara access agreement' (as defined in Part 8A of the Act) entered into by <i>Horizon Power Pilbara Network Business</i>.</p> <p>{Note: As at 07 April 2020, section 120 of the Act defined 'Pilbara access agreement' as an agreement under the Pilbara Networks Access Code between a network service provider and another person for that person to have access to services of a covered Pilbara network.}</p> <p>{Note: the template <i>access contract</i> can be found on <i>Horizon Power's</i> website <a href="https://nwis.com.au/access">https://nwis.com.au/access</a>}</p> |

| Defined term                                 | Meaning   |
|--|---|
| <b>access dispute</b>                        | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>access dispute</i> as—</p> <ul style="list-style-type: none"> <li>(a) any dispute, between an <i>applicant</i> and the <i>NSP</i>, in connection with one or more aspects of access to <i>services</i> of a light regulation network, but does not include a dispute between a <i>user</i> and the <i>NSP</i> under or in connection with a contract for <i>services</i>; and</li> <li>(b) any dispute between a person and an <i>NSP</i> under or in connection with Chapter 8.} </li></ul> |
| <b>Access Offer</b>                          | <p>has the meaning given to ‘access offer’ in the <i>Code</i>.</p> <p>{Note: As at 25 June 2021, the <i>Code</i> defines ‘access offer’ as an offer to provide access to a <i>covered service</i> that complies with section 71.}</p>   |
| <b>Act</b>                                   | the <i>Electricity Industry Act 2004 (WA)</i> .   |
| <b>applicant</b>                             | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>applicant</i> as a person (who may be a <i>user</i>) who seeks access to a light regulation network to establish or modify an <i>access contract</i>, and includes a prospective <i>applicant</i>.}</p>  |
| <b>application</b>                           | a <i>Paired Application</i> or <i>Application to Modify Access Contract</i> .   |
| <b>Application to Modify Access Contract</b> | an <i>Application to Modify Access Contract</i> which is submitted by the <i>applicant</i> completing Part B of the <i>Network Access Application Form</i> and sending to <a href="mailto:Pilbara@horizonpower.com.au">Pilbara@horizonpower.com.au</a> .  |
| <b>arbitrator</b>                            | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>arbitrator</i> as, in relation to an <i>access dispute</i>, the person appointed to determine the <i>access dispute</i> under Chapter 7, either sitting alone, or as chair of an arbitral panel.}</p>  |
| <b>Authority</b>                             | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>Authority</i> as the Economic Regulation Authority established by the <i>Economic Regulation Authority Act 2003</i>.}</p>  |
| <b>business day</b>                          | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>business day</i> as a day that is not a Saturday, Sunday or public holiday throughout Western Australia.}</p>  |
| <b>Code</b>                                  | Pilbara Networks Access Code 2021 (WA).   |
| <b>Competing Application</b>                 | has the meaning given in Section 11.2.  |



| Defined term                       | Meaning  |
|------------------------------------|--|
| <b>Competing Offer</b>             | has the meaning given in Section 11.3.   |
| <b>Complete Application</b>        | an <i>application</i> which is complete to <i>Horizon Power Pilbara Network Business'</i> satisfaction (acting as a <i>reasonable and prudent person</i> ).  |
| <b>confidential information</b>    | has the meaning given in Section 12.1.   |
| <b>Connection Application</b>      | an <i>application</i> to establish a new <i>connection point</i> or to modify a <i>service</i> to an existing <i>connection point</i> which is submitted by the <i>applicant</i> completing the <i>Connection Application Form</i> .   |
| <b>Connection Application Form</b> | <i>Horizon Power's</i> online form for <i>Connection Applications</i> .  |
| <b>Connection Assessment</b>       | one or more technical assessments or studies conducted by or on behalf of <i>Horizon Power Pilbara Network Business</i>  |
| <b>connection point</b>            | has the same meaning given to it in the <i>Code</i> .<br><br>{As at 25 June 2021, the <i>Code</i> defines <i>connection point</i> as a point on a light regulation network which is, or is to be, identified as such (explicitly or by inference) in a contract for <i>services</i> as being an entry point, exit point, interconnection point or bidirectional point.}  |
| <b>Connection Works Agreement</b>  | an agreement between the <i>applicant</i> and <i>Horizon Power Pilbara Network Business</i> pursuant to which <i>Horizon Power Pilbara Network Business</i> will perform the <i>required works</i> to connect to the <i>Horizon Power coastal network</i> .  |
| <b>contracted capacity</b>         | for a <i>connection point</i> , means the maximum rate at which a <i>user</i> is permitted to transfer electricity to or from the <i>network</i> at the <i>connection point</i> , being either: <ul style="list-style-type: none"> <li>(a) the rate specified in the <i>user's access contract</i> from time to time; or</li> <li>(b) if no rate is specified in the <i>user's access contract</i>, the maximum rate of electricity permitted to be transferred under the <i>reference service</i> eligibility criteria for the <i>reference service</i> for that <i>connection point</i> in the <i>user's access contract</i>; or</li> <li>(c) if no rate is specified in the <i>user's access contract</i> or in the <i>reference service</i> eligibility criteria, the maximum rate of electricity permitted to be transferred through the connection assets under the <i>Technical Rules</i>, as applicable,</li> </ul> and is measured in Watts or Volt-Amps. |

| Defined term                              | Meaning   |
|---|---|
| <b>Contributions Policy</b>               | <p>has the meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>Contributions Policy</i> as a policy in a network development policy under section 41(2) dealing with contributions by users.}</p>  |
| <b>covered network</b>                    | <p>has the meaning given to it in the <i>Act</i>.</p> <p>{As at 07 April 2020, the <i>Act</i> defines ‘covered network’ as network infrastructure facilities that—</p> <ul style="list-style-type: none"> <li>(a) were covered by the Code [i.e. the <i>ENAC</i>] immediately before the day on which the <i>Electricity Industry Amendment Act 2020</i> section 4(3) comes into operation and that have not ceased to be a covered network; or</li> <li>(b) the Minister has decided under the Code [i.e. the <i>ENAC</i>] are to be a covered network and that have not ceased to be a covered network; or</li> <li>(c) are prescribed in the Pilbara Networks Access Code under section 120B(a) to be a covered Pilbara network and that have not ceased to be so prescribed; or</li> <li>(d) a network service provider has opted, under the Pilbara Networks Access Code, to be regulated under Part 8A and that — <ul style="list-style-type: none"> <li>(i) have not ceased to be so regulated under that code as a consequence of an option by the network service provider for the facilities to cease to be so regulated; or</li> <li>(ii) have not otherwise ceased to be a covered network.}</li> </ul> </li> </ul> |
| <b>covered service</b>                    | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>covered service</i> as a <i>service</i> provided by means of a light regulation network, but does not include an excluded service.}</p>  |
| <b>Decision</b>                           | has the meaning given in Section 1.2.   |
| <b>Design Fee</b>                         | fee for the work required to prepare a connection design. This amount is non-refundable, even if you decide not to proceed with the project.  |
| <b>Design Invoice</b>                     | invoice for the <i>Design Fee</i> .   |
| <b>good electricity industry practice</b> | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>good electricity industry practice</i> as the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably exercise under comparable conditions and circumstances consistent with applicable written laws and statutory instruments and applicable recognised codes, standards (including relevant Australian Standards) and guidelines.}</p>  |

| Defined term                                    | Meaning  |
|---|--|
| <b>Guide</b>                                    | this User Access Guide.  |
| <b>Horizon Power</b>                            | the Regional Power Corporation (ABN 57 955 011 697).   |
| <b>Horizon Power coastal network</b>            | <p>has the same meaning given to it in the <i>Code</i>.</p> <p>{As at 25 June 2021, the <i>Code</i> defines <i>Horizon Power coastal network</i> as the <i>network</i> comprising—</p> <ul style="list-style-type: none"> <li>(a) the <i>network</i> which became a <i>covered network</i> as a result of the Minister’s ‘final coverage decision’ of 2 February 2018 under the <i>ENAC</i>; and</li> <li>(b) any other <i>network</i> owned by Regional Power Corporation and interconnected as at the <i>code</i> commencement date with the <i>network</i> in paragraph (a); and</li> <li>(c) any augmentation as at the <i>code</i> commencement date of a <i>network</i> in paragraph (a) or (b); and</li> <li>(d) any augmentation of the <i>network</i> which forms part of the <i>network</i> under section 4(1).} </li></ul>  |
| <b>Horizon Power Pilbara Network Business</b>   | <p>a ringfenced business unit within <i>Horizon Power</i> responsible for the <i>Horizon Power coastal network</i>, including those functions carried out by <i>Horizon Power</i> for the purposes of providing <i>network services</i> in the <i>Horizon Power coastal network</i>.</p> <p>Note: <i>Horizon Power Pilbara Network Business</i> is not a separate legal entity and all contractual commitments will be executed in the name of <i>Horizon Power</i>. Where the term <i>Horizon Power Pilbara Network Business</i> is used, it means <i>Horizon Power</i>, acting in its capacity as the owner and operator of the <i>covered network</i>, as distinct from <i>Horizon Power</i> acting in its capacity as a provider of <i>services</i> to other regions or as a provider of non-regulated <i>services</i> such as generation and retail within the <i>NWIS</i>.</p> |
| <b>Investigation Proposal</b>                   | a proposal provided by <i>Horizon Power Pilbara Network Business</i> to an <i>applicant</i> describing in detail the scope and cost of all non-standard work required to process an <i>application</i> and may include the cost of system or other studies, the cost of preparing detailed cost estimates and/or the cost of any other <i>works</i> required before <i>Horizon Power Pilbara Network Business</i> can provide an <i>Access Offer</i> .   |
| <b>Modify Access Contract</b>                   | has the meaning given in Section 1.4.  |
| <b>Mutually Exclusive Competing Application</b> | has the meaning given in Section 11.2.   |



| Defined term                                   | Meaning  |
|--|--|
| <b>network</b>                                 | has the same meaning given to ‘network infrastructure facilities’ in the <i>Act</i> .<br>{As at 07 April 2020, the <i>Act</i> defines ‘network infrastructure facilities’ as—<br><ul style="list-style-type: none"> <li>(a) electricity infrastructure used, or to be used, for the purpose of transporting electricity from generators of electricity to other electricity infrastructure or to end <i>users</i> of electricity; and</li> <li>(b) includes stand-alone power systems, or storage works, used, or to be used, as an adjunct to electricity infrastructure.}</li> </ul> |
| <b>Network Access Application Form</b>         | the application form to establish access (i.e. enter into an <i>access contract</i> ) to a new <i>connection point</i> or to <i>Modify Access Contract</i> .   |
| <b>network service provider (NSP)</b>          | has the same meaning given to ‘Pilbara network service provider’ in the <i>Act</i> .<br>{As at 07 April, the <i>Act</i> defines ‘Pilbara network service provider’ as a person who—<br><ul style="list-style-type: none"> <li>(a) owns, controls or operates a Pilbara network or any part of a Pilbara network; or</li> <li>(b) proposes to own, control or operate a Pilbara network or any part of a Pilbara network.}</li> </ul>   |
| <b>North West Interconnected System (NWIS)</b> | has the same meaning given to it in the <i>Code</i> .<br>{As at 25 June 2021, the <i>Code</i> defines <i>NWIS</i> as the interconnected Pilbara system which includes the <i>Horizon Power coastal network</i> .}  |
| <b>Paired Access</b>                           | has the meaning given in Section 1.4.  |
| <b>Paired Application</b>                      | has the meaning given in Section 2.3.  |
| <b>Pilbara Electricity Reforms</b>             | has the meaning given in Section 1.2.  |
| <b>Pilbara ISO</b>                             | has the same meaning given to it in regulation 14 of the Electricity Industry (Pilbara Networks) Regulations 2021 (the regulations).<br>{Note: As at 25 June 2021, the regulations defined <i>Pilbara ISO</i> as Pilbara ISOCO Limited ACN 650 785 783.}   |
| <b>PNR</b>                                     | the Pilbara Networks Rules.<br>{Note: As at 07 April 2020, the <i>Act</i> defines Pilbara Networks Rules as the Pilbara networks rules for the time being in force under Part 8A Division 3.}  |
| <b>reasonable and prudent person</b>           | has the same meaning given to it in the <i>Code</i> .<br>{As at 25 June 2021, the <i>Code</i> defines <i>reasonable and prudent person</i> as a person acting in good faith and in accordance with <i>good electricity industry practice</i> .}  |

| Defined term              | Meaning   |
|---------------------------|---|
| <b>reference service</b>  | has the same meaning given to it in the <i>Code</i> .<br><br>{As at 25 June 2021, the <i>Code</i> defines <i>reference service</i> as a <i>covered service</i> designated by a services and pricing policy to be a <i>reference service</i> , and which is provided on the corresponding reference terms and conditions.}                               |
| <b>required works</b>     | has the same meaning given to it in the <i>Code</i> .<br><br>{As at 25 June 2021, the <i>Code</i> defines <i>required works</i> as work which is necessary in order to provide a <i>covered service</i> under an <i>access contract</i> .}  |
| <b>Shared Information</b> | has the meaning given in Section 12.2.  |
| <b>services</b>           | has the same meaning given to it in the <i>Act</i> , and service has a corresponding meaning.<br><br>{As at 07 April 2020, the <i>Act</i> defines <i>services</i> as—<br><br>(a) the transport of electricity, and other services, provided by means of <i>network</i> infrastructure facilities; and<br><br>(b) services ancillary to those services.} |
| <b>Technical Rules</b>    | has the meaning given to ‘harmonised technical rules’ in the <i>PNR</i> .<br><br>{As at 29 June 2021, the <i>PNR</i> defines ‘harmonised technical rules’ as the Pilbara Harmonised Technical Rules in Appendix 5, having effect under rule 58.}  |
| <b>user</b>               | has the same meaning given to it in the <i>Code</i> .<br><br>{As at 25 June 2021, the <i>Code</i> defines <i>user</i> as a person, who is a party to a contract for <i>services</i> with an <i>NSP</i> , and in connection with a deemed associate arrangement, includes the <i>NSP</i> ’s other business.}   |

## 1.2 Background

On 2 February 2018, the then Minister for Energy announced that all the interconnected electricity transmission and distribution infrastructure facilities owned by *Horizon Power* in the *NWIS* would be covered under the *ENAC* commencing 1 January 2020 (**Decision**).

The Minister for Energy subsequently amended the *ENAC* to extend the coverage commencement date to 1 July 2021.

The *Decision* defined *Horizon Power’s covered network* (i.e. *Horizon Power costal network*) as follows:

- all of *Horizon Power’s network* infrastructure in the West Pilbara area, which supplies customers located in and around Karratha, including the connections to the Port of Dampier, Cape Lambert, Point Samson and Roebourne;
- all of *Horizon Power’s network* infrastructure in the East Pilbara area, which supplies customers in and around greater Port Hedland, including the connections to the port operations of BHP Billiton and Fortescue Metals Group;

- the transmission line that connects Regional Power Corporation's *network* infrastructure in the West Pilbara and East Pilbara areas; and
- the transmission line that runs from Port Hedland to the site of the former mining town of Goldsworthy.

Figure 1 below is a map showing the geographical extent of the *Horizon Power coastal network* and, for reference only, the surrounding *networks*. Please do not rely on information in the map relating to *networks* other than *Horizon Power coastal network*.

### Pilbara network facilities

Please note: this map is indicative only and should not be relied upon for non-Horizon Power network information.

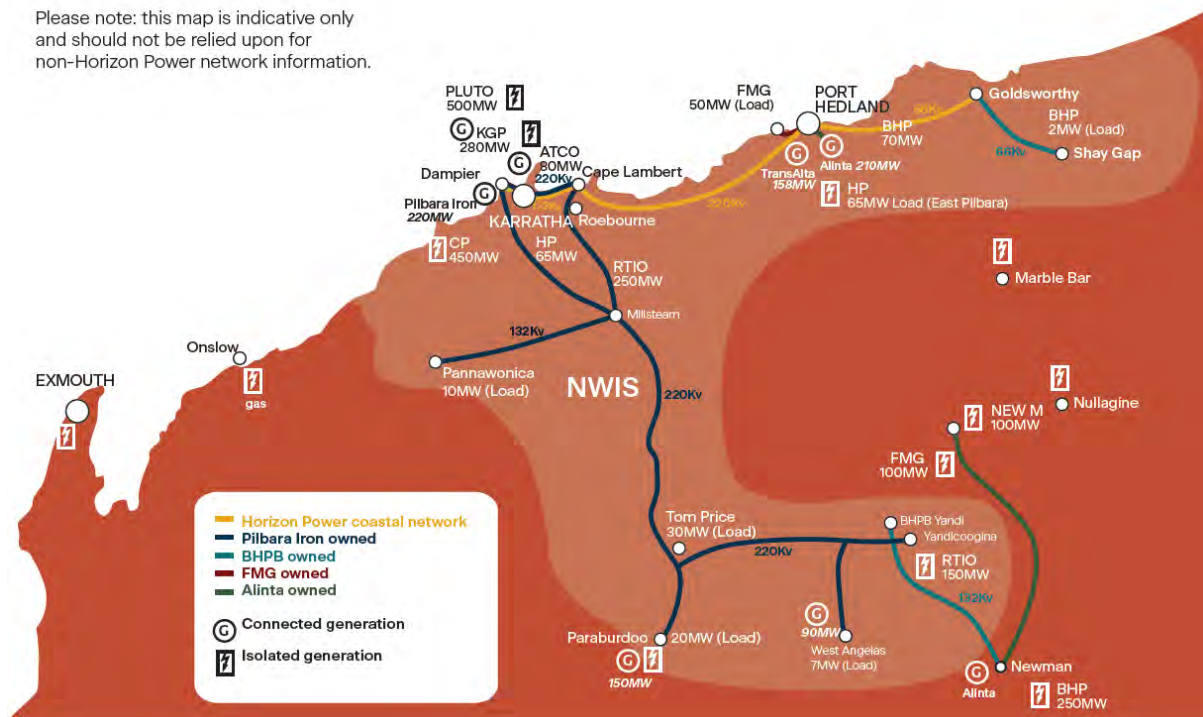


Figure 1: Horizon Power coastal network and surrounding networks

The Western Australian State Government implemented a new light regulatory regime under the PNAC, which will cover the access and use of *covered networks* in the Pilbara region of Western Australia from 1 July 2021 (**Pilbara Electricity Reforms**) including the *Horizon Power coastal network*.

### 1.3 Horizon Power Pilbara Network Business

Following the coverage commencement date, to comply with section 131 of the PNAC, a ringfenced business unit called '**Horizon Power Pilbara Network Business**' was established by *Horizon Power* for the purposes of operating its *network* business relating to the *Horizon Power coastal network*.

*Horizon Power Pilbara Network Business* is not a separate legal entity and all contractual commitments will be executed by *Horizon Power*. In this *Guide*, where the term *Horizon Power Pilbara Network Business* is used, it means *Horizon Power*, acting in its capacity as the owner and operator of the *covered network*, as distinct from *Horizon Power*, acting in its

capacity as a provider of *services* to other regions or as a provider of non-regulated *services* such as generation and retail within the *NWIS*.

#### 1.4 Who should use this Guide

This *Guide* has been prepared for use by parties that are seeking to:

- establish both:
  - a new *connection point*; and
  - access (i.e. enter into an *access contract*) for the new *connection point*, with *Horizon Power Pilbara Network Business (Paired Access)*.
- modify their existing *access contract* with *Horizon Power Pilbara Network Business* where such modification would result in a change of *services* provided by:
  - an increase or decrease to the contracted maximum demand;
  - a new *connection point*; or
  - material modification of a generating plant, **(Modify Access Contract)**.

#### 1.5 Other services

This *Guide* does not cover all *covered services* provided by *Horizon Power Pilbara Network Business* including if you are seeking to enter into an *access contract* with *Horizon Power Pilbara Network Business* to enable you transfer to a different retailer as set out in the Electricity Industry (Customer Transfer) Code 2016. For this and any other *covered services* not set out in this *Guide*, please contact our contact person set out in Section 2.1 of this *Guide*. If you are looking for a retail solution, please contact a retailer.

#### 1.6 Information in this Guide

This *Guide* contains information required under section 42 of the *Code* including:

- who to contact to discuss your preliminary enquiries or *application* (see Section 2.1);
- the process and timeframes (including *Horizon Power Pilbara Network Business*' response times) in relation to an *application* (see Sections 3, 4, 5, 7 and 8);
- your right to refer an *access dispute* to arbitration (see Section 14);
- the queuing policy that is applied for managing multiple competing *applications* (see Section 11); and
- how any *confidential information* is exchanged between the parties (see Section 12).



## 1.7 We will negotiate in good faith

Under the *Code*, both parties are obliged to negotiate in good faith.

We are committed to negotiating with you in good faith to achieve a commercially acceptable outcome.

## 1.8 Website

Please visit *Horizon Power Pilbara Network Business'* dedicated [website](#) which contains:

- additional information on the *Pilbara Electricity Reforms*;
- copies of policies and other documents which *Horizon Power Pilbara Network Business* is required to publish under the *Code*; and
- Frequently Asked Questions (FAQs).

## 2. CONTACT, PRELIMINARY ENQUIRIES AND PAIRED APPLICATIONS

### 2.1 Contact Details

If you wish to speak to us to make an enquiry, please:

- submit an [online enquiry form](#); or
- email [Pilbara@horizonpower.com.au](mailto:Pilbara@horizonpower.com.au)

Our postal address is:

Senior Manager Pilbara Network  
Horizon Power Pilbara Network Business  
18 Brodie Hall Drive, Bentley, WA, 6102

### 2.2 Preliminary enquiries

Each *applicant* usually has different needs. Prior to submitting an *application*, we strongly recommend that you make preliminary enquiries by contacting our contact person set out in Section 2.1 of this *Guide*. You can also complete the online connection enquiry form for a:

- [new connection](#) (for complex load, non-renewable generation and renewable generation); or
- [complex supply upgrade](#).

Making preliminary enquiries can help you:

- gather additional information about the *Horizon Power coastal network*;
- clarify queries regarding your *application*; and
- clarify queries on the *Network Access Application Form* or *Connection Application Form*.



However, at any time, you may submit:

- a *Paired Application*, by following the process outlined in Section 2.3; or
- an *Application to Modify Access Contract* by following the process outlined in Section 5.

We will promptly respond to discuss your enquiry and, where applicable, next steps and applicable fees. The applicable fees will be dependent on the scope of works which you request.

Once the enquiry process has been completed, you will need to submit an *application* and pay any associated costs to *Horizon Power Pilbara Network Business* if you wish to progress your proposed connection. We expect that the enquiry process will inform your *application*. However, the enquiry process (and any related fees or costs paid) may be wholly separate from any work that *Horizon Power Pilbara Network Business* may complete in the future to process your proposed connection.

### 2.3 Submitting the Paired Application

To submit an *application* for *Paired Access* with *Horizon Power Pilbara Network Business* you must:

- complete and submit the online [Connection Application Form](#); and  
After you complete and submit the online *Connection Application Form*, you will receive a confirmation email with the application reference number. You will need to provide this application reference number in the *Network Access Application Form*.
- Complete Part A of the [Network Access Application Form](#) and send it to [Pilbara@horizonpower.com.au](mailto:Pilbara@horizonpower.com.au).

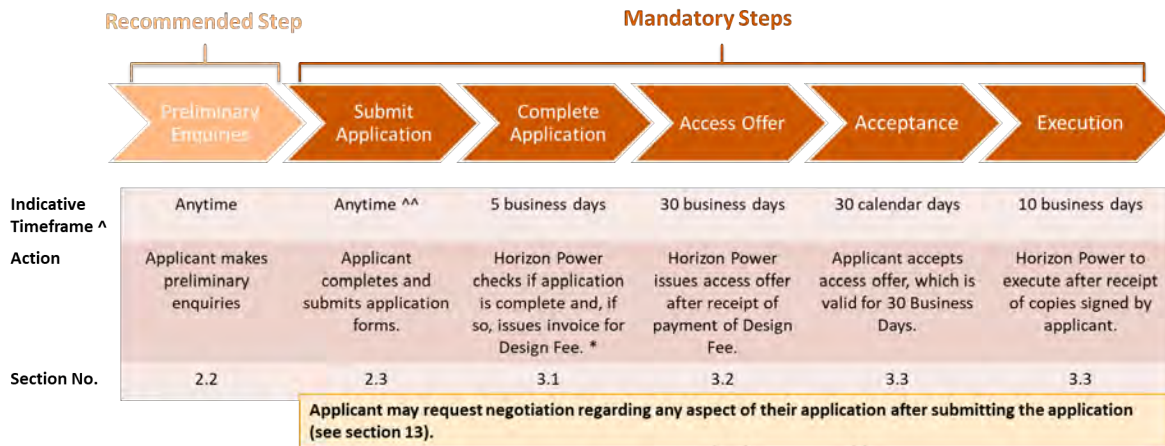
#### **(Paired Application).**

You must include sufficient information reasonably required to enable us to prepare an *Access Offer* in relation to the access sought or to determine whether we need to undertake further investigations.

You must use reasonable endeavours to accurately and completely address each applicable item in the *Network Access Application Form* and the *Connection Application Form* (including the provision of any supporting information required).

## 3. PAIRED APPLICATION PROCESS FOR CONNECTIONS BELOW 1 MVA (LOAD)

This Section 3 sets out the process and timeframes after you have submitted a *Paired Application* (as set out in Section 2.3) for load connections below 1 MVA. A high-level overview of this is shown in Figure 2. The process and timeframes for load connections above 1 MVA and generation is set out in Section 4.



^ Timeframe excludes time to negotiate (including scope of works). Horizon Power is not required to make an access offer per Section 7 or may extend timeframe to issue access offer per Section 8.

^^ Assumes applicant has submitted all required information.

\* If application is incomplete the process is repeated.

Figure 2: Overview – Paired Application Process for connections < 1 MVA (Load)

### 3.1 Completed Access Application

We will notify you within **five (5) business days** of receipt of your *Paired Application* as to whether your *Paired Application* is a *Complete Application*. If it is incomplete, we will specify the information required to complete the *Paired Application*.

Once you have provided the specified information, we will notify you within a further **five (5) business days** whether it is a *Complete Application*.

The above process is repeated until we have a *Complete Application*. Prior to receiving a *Complete Application*, we will make every effort to progress the *Paired Application* in accordance with *good electricity industry practice*, even if the *Paired Application* is not complete in every respect.

When we notify you that we have received a *Complete Application*, we will issue you with a *Design Invoice*. We will charge you a *Design Fee* (as set out in *Horizon Power’s* published brochure ‘Electricity fees and charges brochure’) for connections with a total maximum load of between 30 kVA and 1,000 kVA. For whatever reasons, if we expect to incur costs in excess of this amount (e.g. re-design), we will request your prior approval prior to incurring these additional costs.

We will not charge you a *Design Fee* for connections with a total maximum load below 30 kVA.

If we determine that you have not satisfactorily progressed the *Paired Application* then you will be deemed to have withdrawn the *Paired Application* and the *Paired Application* will be considered to be dormant. However, we will not terminate a dormant *Paired Application*:

- unless we have provided you with a notice that we intend to terminate the dormant *Paired Application* and giving you the opportunity to provide us with information demonstrating why the dormant *Paired Application* should not be terminated;

- until at least 3 years after you submitted the *Paired Application*; and
- if the lack of progress is due to us not progressing the *Paired Application*.

### 3.2 Making an Access Offer

We will issue you with an *Access Offer* within **thirty (30) business days** of confirmation of a *Complete Application* and payment of the *Design Invoice*. If we cannot do so within the timeframe, we will notify you reasons for the delay and when the *Access Offer* will be issued.

However, we:

- are not required to make an *Access Offer* in the circumstances set out in Section 7; and
- may extend the period for making an *Access Offer* in circumstances set out in Section 8.

Our *Access Offer* will:

- set out the price and other terms and conditions;
- contain details of any *required works* to be undertaken by us or you (where relevant) and any applicable technical and performance specifications;
- state that the connection cost estimate is not final and binding on Horizon Power *Pilbara Network Business*. The *user*:
  - will be liable for the total final connection cost (regardless of a previously indicated estimate) unless the *Contributions Policy* applies in which case the *user* will be liable for the contribution as determined under the *Contributions Policy*; and
  - will have no claim or right or cause of action against *Horizon Power Pilbara Network Business* for any errors, omissions or any discrepancy between the connection cost estimate and the final connection cost;
- be in a form capable of acceptance by you so as to constitute an *access contract*;
- where applicable, be conditional on an interconnection agreement being in place between *Horizon Power Pilbara Network Business* and another *NSP* where the entry, exit or bidirectional point for the new connection is the interconnection point between *Horizon Power Pilbara Network Business* and that *NSP*; and
- include *Pilbara ISO* certification that the new connection (which is not an 'exempt connection' as defined in the *PNR*) may proceed under Rule 270(2) of the *PNR*.

Please find a copy of our [template access contract](#).

### 3.3 Accepting an Access Offer

Subject to Section 11:

- our *Access Offer* will remain valid for up to **30 calendar days**;
- to accept the *Access Offer*, you will need to arrange for one of your authorised representatives to sign and return to us the required number of original copies of the *access contract* provided with the *Access Offer* (one for each of the contracting parties). The signed original copies will then need to be sent to the relevant *Horizon Power Pilbara Network Business* representative listed in Section 2.1 of this *Guide*.

We will proceed to execute and date each copy of every agreement within **ten (10) business days** of receipt of the required documents. We will return an original copy of the *access contract* to you. Where the *access contract* allows for the exchange of counterparts, identical copies may need to be executed to complete the execution process (all of the identical copies, taken together, will be considered to be one instrument).

You are not required to accept the *Access Offer* that we make to you. If you do not wish to accept our *Access Offer*, then you may notify us in writing (by advising the contact person identified in Section 2.1 of this *Guide*) that you either:

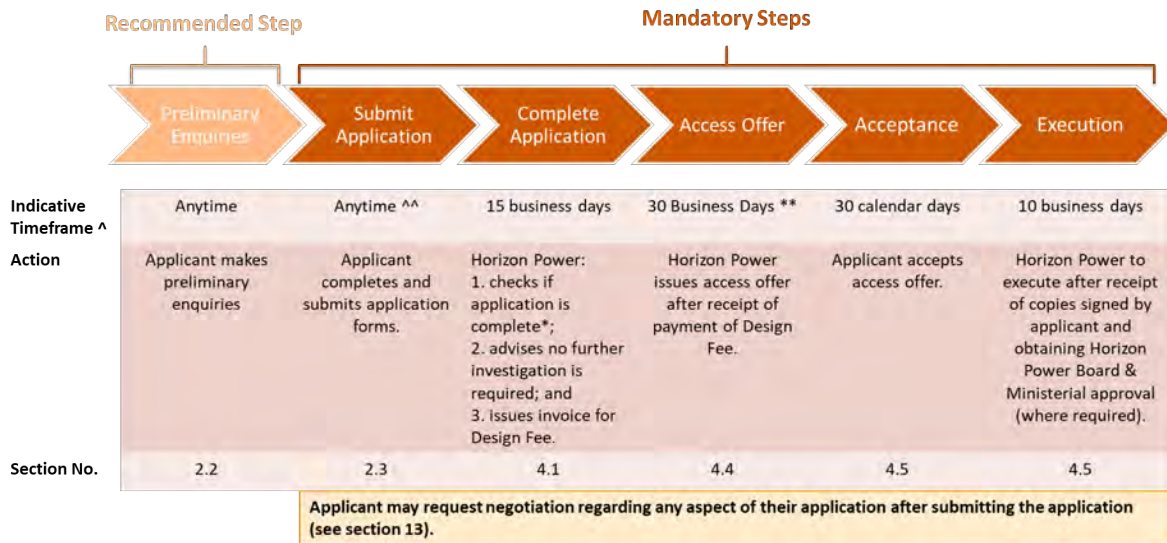
- (a) do not accept the offer and that you no longer wish to continue discussions in relation to the *Access Offer* (i.e. you withdraw your *application*); or
- (b) wish to enter into negotiations regarding the *Access Offer* (see Section 13).

If **30 calendar days** after receipt of the *Access Offer* you have not provided us with your intentions via written notification as per the points above, we will terminate the *Access Offer* and the *Paired Application* and notify you in writing.

## 4. PAIRED APPLICATION PROCESS FOR CONNECTIONS ABOVE 1 MVA (LOAD) AND GENERATION

This Section 4 sets out the process and timeframes after you have submitted a *Paired Application* (as set out in Section 2.3) for load connections 1 MVA and above, and generation. A high-level overview of this is shown in Figure 3 (where no further investigation is required) and Figure 4 (where further investigation is required).





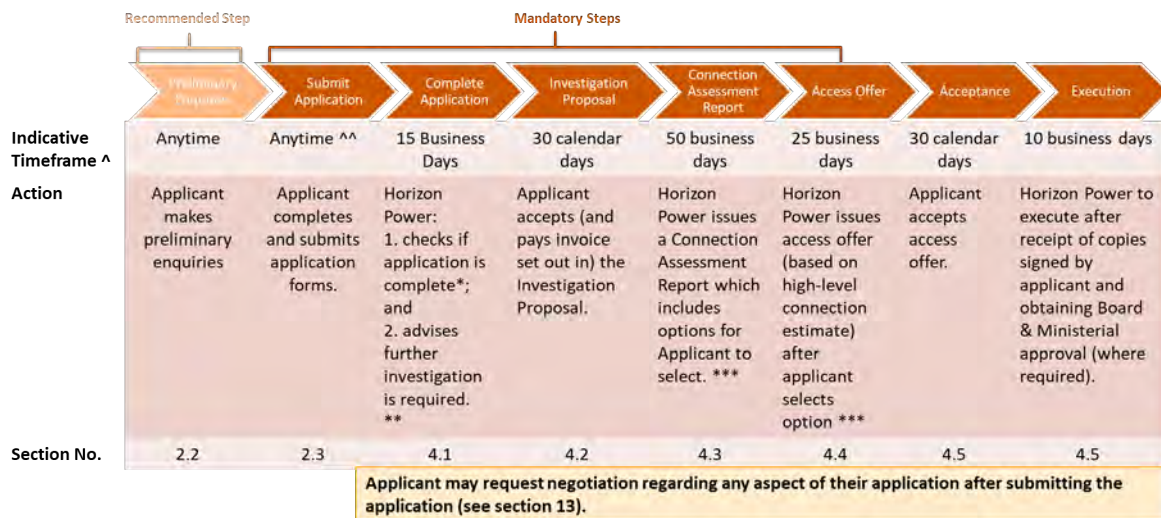
^ Timeframe excludes time to negotiate (including scope of works). Horizon Power is not required to make an access offer per Section 7 or may extend timeframe to issue access offer per Section 8.

^^ Assumes applicant has submitted all required information.

\* If application is incomplete the process is repeated.

\*\* Alternately, the applicant can agree to depart from the prescribed PNAC timeframe (set out in section 42(5)) and instead proceed with detailed design analysis to get more accurate cost estimate. Regardless, the access offer will state that the user will be liable for total final connection cost (regardless of previously indicated estimate).

Figure 3: Overview – Paired Application Process for connections > 1 MVA (Load) and generation (no further investigation required)



^ Timeframe excludes time to negotiate (including scope of works). Horizon Power is not required to make an access offer per Section 7 or may extend timeframe to issue access offer per Section 8.

^^ Assumes applicant has submitted all required information.

\*\* Horizon Power develops (in consultation with applicant) and issues to the Applicant the Investigation Proposal. This step is not included in the timeframe specified.

\*\*\* Applicant may be eligible for the deposit option if it meets the criteria and milestone set out in the Queuing Policy (see Appendix A)

\*\* Alternately, the applicant can agree to depart from the prescribed PNAC timeframe (set out in section 42(5)) and instead proceed with detailed design analysis to get more accurate cost estimate. Regardless, the access offer will state that the user will be liable for total final connection cost (regardless of previously indicated estimate).

Figure 4: Overview – Paired Application Process for connections > 1 MVA (Load) and generation (further investigation required)



#### 4.1 Completed Access Application and Further Investigation

We will notify you within **fifteen (15) business days** of receipt of your *Paired Application* whether your *application* is a *Complete Application*.

If your *Paired Application* is incomplete, we will specify the information required to complete the *Paired Application*. Once you have provided the specified information, we will notify you within **fifteen (15) business days** whether it is a *Complete Application*. The process is repeated until we have a *Complete Application*. Prior to receiving a *Complete Application*, we will make every effort to progress the *Paired Application* in accordance with *good electricity industry practice*, even if the *Paired Application* is not complete in every respect.

When we notify you that you have a *Complete Application*, we will advise you either:

- no further investigation is required, in which case, we will issue you with a *Design Invoice*. The amount of the *Design Fee* will depend on the complexity of the design;
- further investigation is required, in which case, we will:
  - work with you to define the scope of works for the *Investigation Proposal*;
  - issue you with invoice for the costs for us to complete the scope of the works set out in the *Investigation Proposal*; and
  - advise if modelling is required to be undertaken by *Pilbara ISO*.

You may be required to provide a software model and model inputs to *Horizon Power Pilbara Network Business* (as required from time to time). The software model requirements and when it will be required will be set out in *Horizon Power Pilbara Network Business' Network Modelling Guidelines*.

If we determine that you have not satisfactorily progressed the *Paired Application* then you will be deemed to have withdrawn the *Paired Application* and the *Paired Application* will be considered to be dormant. However, we will not terminate a dormant *Paired Application*:

- unless we have provided you with a notice that we intend to terminate the dormant *Paired Application* and giving you the opportunity to provide us with information demonstrating why the dormant *Paired Application* should not be terminated;
- until at least 3 years after you submitted the *Paired Application*; and
- if the lack of progress is due to us not progressing the *Paired Application*.

## 4.2 Investigation Proposal

To accept the *Investigation Proposal*, you must:

- notify us of your acceptance of the *Investigation Proposal*; and
- pay the invoice set out in the *Investigation Proposal*,

within **30 calendar days** of receipt of the *Investigation Proposal*. Otherwise, the *Paired Application* will be deemed to have been withdrawn.

If you request amendments to the scope of work in the *Investigation Proposal*, then we must negotiate in good faith to reach agreement on a modified *Investigation Proposal*.

## 4.3 Connection Assessment Report

Within **fifty (50) business days** after we receive your acceptance of the *Investigation Proposal* and receipt of payment of the invoice (set out in the *Investigation Proposal*), we will conduct the *Connection Assessment* (including technical assessments and studies as set out under the *Investigation Proposals*) and provide a *Connection Assessment* report which includes:

- a steady state study report that documents the input assumptions and findings in terms of asset overload;
- options analysis; and
- a scope of works and high-level connection cost estimate.

If we cannot do so within the timeframe, we will notify you reasons for the delay and when the *Investigation Proposal* will be issued.

## 4.4 Making an Access Offer

If no further investigations are required (as described in Section 4.1), we will generally issue you with an *Access Offer* within **thirty (30) business days** of receipt of payment of the *Design Invoice*. If we cannot do so within the timeframe, we will notify you reasons for the delay and when the *Access Offer* will be issued.

If **further investigations** are required (as described in Section 4.2), to obtain an *Access Offer*, you will need to notify *Horizon Power Pilbara Network Business* which of the options (as set out in the *Connection Assessment* report in Section 4.3) you have selected and one of the following:

- **Option 1** - request us to issue an *Access Offer* within **25 business days** of your request.

Section 42(5) of the *Code* requires *Horizon Power Pilbara Network Business* to issue an *Access Offer* to an *applicant* within a maximum timeframe after receipt of a *Complete Application* where further investigations are required. We will, if requested, issue an *Access Offer* within the timeframe prescribed in section 43(3) of the *Code* but this will be based on a high-level connection cost estimate; or

- **Option 2** – request us to prepare a further detailed design analysis proposal.

We will work with you to define the scope of works in the detailed design analysis proposal.

You will need to instruct us to proceed with the detailed design analysis proposal and pay the costs set out in that proposal. We will then undertake the detailed design analysis which includes a more accurate connection cost estimate.

Prior to issuing an *Access Offer*, the connection cost estimate may be further refined to +/- 10% accuracy class through further studies and the tender process.

By selecting Option 2, you:

- agree that section 42(5) of the *Code* does not apply (and we will not need to provide the *Access Offer* within the **75 business days** after receipt of a *Complete Application* (excluding time for us to agree on scope of and for you to accept the *Investigation Proposal*) where further investigations are required); and
- acknowledge that the timeframe for us to issue the *Access Offer* will vary depending on the complexity of the *Paired Application* and how long you take to respond to us.

However, we:

- are not required to make an *Access Offer* in the circumstances set out in Section 7; and
- may extend the period for making an *Access Offer* in circumstances set out in Section 8.

Our *Access Offer* will:

- remain valid for up to **30 calendar days**;
- set out the price and other terms and conditions;
- contain details of any *required works* to be undertaken by us and you (where relevant) and any applicable technical and performance specifications;
- be in a form capable of acceptance by you so as to constitute an *access contract*;
- include *Pilbara ISO* certification that the new connection (which is not an 'exempt connection' as defined in the *PNR*) may proceed under Rule 270(2) of the *PNR*;
- state that the connection cost estimate (in Option 1 or Option 2 above) is not final and binding on *Horizon Power Pilbara Network Business*. The *user* acknowledges and agrees that:
  - the *user* will be liable for the total final connection cost (regardless of a previously indicated estimate); and

- there will be no claim or right or cause of action against *Horizon Power Pilbara Network Business* for any errors, omissions or any discrepancy between the connection cost estimate and the final connection cost;
- be conditional on commissioning / energisation of the *connection point*;
- be conditional on:
  - an interconnection agreement being in place between *Horizon Power Pilbara Network Business* and another *NSP* where the entry, exit or bidirectional point for the new connection is the interconnection point between *Horizon Power Coastal Network* and that *NSP*;
- where applicable, be conditional on:
  - the *applicant* and *Horizon Power Pilbara Network Business* entering into a *Connection Works Agreement*;
  - approval by the Minister of Energy under Section 68 of the *Electricity Corporations Act 2005*; or
  - approval of the Horizon Power Board in accordance with Horizon Power's Authorities and Delegations Manual.

Please find a copy of our [template access contract](#).

#### 4.5 Accepting an Access Offer

Section 3.3 applies in relation to accepting an *Access Offer*. However, where the *Access Offer* is subject to approval:

- by the Minister of Energy under Section 68 of the *Electricity Corporations Act 2005*; or
- of the Horizon Power Board in accordance with Horizon Power's Authorities and Delegations Manual,

we will proceed to execute and date each copy of every agreement within ten (10) business days of receipt of the required documents and after we obtain the above approval.

#### 4.6 Pilbara ISO's Interim Access and Connection Procedure

The *Pilbara ISO* has published the [Interim Access and Connection Procedure](#). All enquiries and *applications* (other than for 'exempt connections' as defined) must comply with this interim procedure.

This *Guide* has not been updated to reflect this interim procedure but will be updated after the *Pilbara ISO* publishes the Final Access and Connection Procedure.



## 5. MODIFY AN EXISTING COVERED SERVICE

### 5.1 Increase or decrease in contracted capacity

You may make a preliminary enquiry to the contact person (set out in Section 2.1 of this *Guide*) to request an increase or decrease in *contracted capacity* with respect to an existing *covered service* under your existing *access contract*.

We will endeavour to notify you whether or not we accept the increase or decrease in *contracted capacity* within **15 business days** of our receipt of your written enquiry (or such further time as required by us (as an *NSP*) acting as a *reasonable and prudent person* would require to consider such an *application*).

If we determine that we cannot form the view required (based on the preliminary enquiry) for acceptance of the increase or decrease in *contracted capacity*, then we must notify you that you must:

- complete and submit the online [Connection Application Form](#); and  
After you complete and submit the online *Connection Application Form*, you will receive a confirmation email with the application reference number. You will need to provide this application reference number in the *Network Access Application Form*.
- complete Part B of the [Network Access Application Form](#) and send it to [Pilbara@horizonpower.com.au](mailto:Pilbara@horizonpower.com.au).

You must include sufficient information reasonably required to enable us to prepare an *Access Offer* in relation to the access sought or to determine whether we need to undertake further investigations.

You must use reasonable endeavours to accurately and completely address each applicable item in the *Network Access Application Form* and the *Connection Application Form* (including the provision of any supporting information required).

### 5.2 Addition of a connection point or modification of generating plant

If you are looking to create a new *connection point* or to materially change any of those characteristics of an existing generating plant you must:

- complete and submit the online [Connection Application Form](#); and  
After you complete and submit the online *Connection Application Form*, you will receive a confirmation email with the application reference number. You will need to provide this application reference number in the *Network Access Application Form*.
- complete Part B of the [Network Access Application Form](#) and send it to [Pilbara@horizonpower.com.au](mailto:Pilbara@horizonpower.com.au).

You must include sufficient information reasonably required to enable us to prepare an *Access Offer* in relation to the access sought or to determine whether we need to undertake further investigations.



You must use reasonable endeavours to accurately and completely address each applicable item in the *Network Access Application Form* and the *Connection Application Form* (including the provision of any supporting information required).

### 5.3 Process and Timeframe

The process and timeframe set out in Sections 3 or 4 apply to modification of an existing *covered service* as set out in this Section 5.

## 6. CONTRIBUTIONS POLICY

The *Contributions Policy* applies to all *Connection Applications* where it is necessary for *Horizon Power Pilbara Network Business* to perform works to provide the *covered services*.

## 7. WHEN CAN WE NOT ISSUE AN ACCESS OFFER

We are not required to make an *Access Offer*:

- if you have withdrawn the *application*;
- if we have concluded that it is not technically feasible or consistent with the safe and reliable operation of the *Horizon Power coastal network* to provide the *service* requested by you, having used all reasonable efforts to accommodate your requirements including in relation to *required works*;
- if the provision of the *covered service* requested by you would require extension of the *Horizon Power coastal network* and that extension is not an 'augmentation' as covered by section 4 of the *Code*; or
- in the case of a new *connection point* which is not an 'exempt connection' (as defined in the *PNR*), until the *Pilbara ISO* has provided a certification that the new connection may proceed in accordance with the *PNR*.

If we do not make an *Access Offer* because it is not technically feasible or consistent with the safe and reliable operation of the *Horizon Power coastal network*, we will give you written reasons explaining why the *Paired Access* cannot be provided.

If the *Pilbara ISO* notifies us that a new connection may not proceed under the *PNR*, then we will collaborate with the *Pilbara ISO* and, if applicable, you, to find a solution to address the *Pilbara ISO's* concerns in accordance with the *PNR*.

## 8. WHEN CAN WE EXTEND TIMEFRAME TO ISSUE ACCESS OFFER

The period for making an *Access Offer* may be extended in circumstances where:

- you fail to pay any reasonable costs associated with progressing the *application*;
- you fail to accept our reasonable proposal for conducting further investigations;
- you otherwise fail to take actions in a timely manner which are reasonably required by us to progress the *application*;
- you seek to amend the details of the *application* (as set out in Section 9.1); or

- there is another reason, beyond our reasonable control which directly affects the progress of the *application* and prevents us from progressing the *application* within that period including, but not limited to, *Pilbara ISO* works (including modelling and certification under Rule 270(2) of the *PNR*), land tenure, environmental issues and native title.

## 9. AMENDMENT AND WITHDRAWAL OF APPLICATION

### 9.1 Amendment of Application

Prior to entering into an *access contract*, you may at any time make a request to amend the details of the *application* with our consent. We will not unreasonably withhold our consent to a requested amendment and may give our consent subject to reaching agreement on a reasonable extension to the period and costs associated with assessing the *application*, undertaking further investigations and making the *Access Offer*.

You must advise us if there is a material change in any information previously provided by you in relation to the *application* or enquiry made.

### 9.2 Withdrawal of Application

You may at any time before you enter into an *access contract* notify us in writing that you wish to withdraw your *application*.

## 10. COSTS OF PILBARA ISO

You will be liable for any and all *Pilbara ISO* costs associated with your *application* (including any modelling and certification costs charged by *Pilbara ISO*). We will seek your prior approval before incurring the *Pilbara ISO* costs relating to your *application*.

## 11. QUEUING POLICY AND COMPETING APPLICATIONS

### 11.1 Queuing Policy

The Queuing Policy is set out in Appendix A.

### 11.2 Mutually Exclusive Competing Application

From time to time, *Horizon Power Pilbara Network Business* may determine that:

- two or more *Connection Applications* are competing and the provision of *covered services* sought in one *Connection Application* may impede *Horizon Power Pilbara Network Business's* ability to provide the *covered services* that are sought in the other *Connection Application* (**Competing Application**); and
- the *Competing Applications* relate to a mutually exclusive project (i.e. two projects can be said to be mutually exclusive where the success of one project relies on an outcome that is mutually exclusive to an outcome on which the other project relies) (**Mutually Exclusive Competing Applications**). For example:
  - In a tender process multiple retailers may have concurrent *applications* for different solutions to supply the same end-use customer. The customer will

ultimately select only one supply option and the unsuccessful competing option(s) will definitely not proceed.

- Multiple end-use customers may be competing for the same scarce resource, for example port capacity or a power purchase agreement on offer by a large retailer. Only one of the potential customers will be successful in securing that scarce resource and the other potential customers will no longer require the particular *application*.

In these circumstances, the allocation of capacity to one *applicant* results in the other *applicants'* proposals (e.g. to purchase or sell the related downstream service) being uncompetitive.

### 11.3 Competing offers

For Competing Applications (including Mutually Exclusive Competing Applications), *Horizon Power Pilbara Network Business*:

- may make a Connection Offer which is conditional on the non-acceptance of one or more other Connection Offer(s) (**Competing Offer**); and
- will withdraw one or more Competing Offer(s) as soon as possible after receiving valid acceptance of a relevant Competing Offer.

### 11.4 Notice of Competing Applications

*Horizon Power Pilbara Network Business*:

- may notify the *applicants* where *Competing Applications* or potentially *Competing Applications* exist and will indicate the nature of potential constraints that may affect the *applicant* if those other *applications* proceed.
- will take all care to minimise the risk of disclosing *confidential information* (other than *Shared Information*) about an *applicant's* project. Where it is not possible to disclose the existence of a *Competing Application* and its potential impact on another *applicant's* connection without revealing *confidential information* (other than *Shared Information*) to that other *applicant*, *Horizon Power Pilbara Network Business* must follow the pre-disclosure process set out in section 165 of the *Code*.

Where *Horizon Power Pilbara Network Business* considers that two or more *applicants* might benefit from a shared solution, it may recommend that the parties enter discussions, but will only provide identifying information about each party with each party's written consent.

### 11.5 Identify Mutually Exclusive Competing Applications

*Horizon Power Pilbara Network Business* will make reasonable endeavours to identify where *applications* are likely to be *Mutually Exclusive Competing Applications* including:

- asking relevant *applicants* to disclose where they believe their *application* is likely to be a *Mutually Exclusive Competing Application* and may ask for additional

information to help it form an opinion as to whether the *applications* are *Mutually Exclusive Competing Applications*; and

- considering factors such as:
  - whether the *Connection Application* specify the same or similar locations for the *connection point*;
  - whether the type of facilities that are proposed to be supplied under each *Connection Application* are likely to supply the same type of service;
  - whether multiple retailers have applied for a connection solution of a similar capacity to a similar location; and
  - whether market intelligence suggests a competitive process or a scarce resource to which multiple *applications* appear likely to relate.

### 11.6 Determination of Mutually Exclusive Competing Applications

Where *Horizon Power Pilbara Network Business* makes a determination that *Mutually Exclusive Competing Applications* have been submitted, *Horizon Power Pilbara Network Business* will write to the *applicants* advising each *applicant*:

- of its determination that the *application* may be a *Mutually Exclusive Competing Application*; and
- that *Horizon Power Pilbara Network Business* will only issue a *Competing Offer*.

## 12. CONFIDENTIALITY

### 12.1 Defined terms

In this Section 12:

- **‘confidential information’** means information that:
  - by its nature is confidential; or
  - is specified to be confidential by the *discloser*;
 but excludes:
  - information which is in the public domain or ascertainable from public domain sources; and
  - information which came into the recipient’s hands by means which did not create a duty of confidentiality under the *Pilbara regime*; and
  - information which the recipient already possessed at the time it was disclosed to the recipient by the *discloser*; and
  - information which the recipient develops independently.
- **‘discloser’** means an entity who discloses *confidential information* to a recipient under the *Pilbara regime*, and includes an *information owner*;



- ‘**information owner**’, for an element of *confidential information*, means the entity whose confidence would be breached by the element’s disclosure;  
{Note: This will often be the entity who first discloses *confidential information* under the *Pilbara regime*, or the entity who owns the *confidential information*.}
- ‘**Pilbara regime**’ means Parts 8A and 9B of the *Act*, Parts 8 and 10 of the *Act* applying in respect of a *Horizon Power coastal network*, the *Code*, and the *PNR*; and
- ‘**recipient**’ means a person to whom *confidential information* is disclosed under the *Pilbara regime*.

## 12.2 Agreement to share limited confidential information to other applicants

You acknowledge and agree that, in order for *Horizon Power Pilbara Network Business* to perform its functions under the *Pilbara regime*, and efficiently progress the *applications* of other *applicants*, *Horizon Power Pilbara Network Business* will need to disclose the following potentially *confidential information* about your *Connection Application* to other *applicants*:

- whether the location of each *connection point* the subject of your *Connection Application* is located in the East Pilbara or the West Pilbara;
- the type of each *connection point* the subject of your *Connection Application* (being, in respect of each *connection point*, whether it is an entry point, exit point or bidirectional point, and whether it is to be connected to a transmission system or distribution system); and
- the magnitude of each *connection point* the subject of your *Connection Application*, by location, in MVA,

(together the **Shared Information**).

By submitting the *application*, you, as *information owner(s)*, unconditionally consent to *Horizon Power Pilbara Network Business* disclosing the *Shared Information* to other *applicants*, and confirm that you:

- have been notified of the proposed disclosure for the purposes of section 165(4)(a) of the *Code*; and
- consider that the *Shared Information* does not require any redactions or other changes in order to minimise disclosure of the *confidential information* (as contemplated by section 165(4)(b) of the *Code*).

We believe that the *Shared Information* will assist the decision-making process of the *applicant* but is not sufficiently detailed to negatively impact the commercial opportunities of the *applicants*.

Where an agent submits the *application* on behalf of the *applicant* (being the *information owner*), the *information owner* will be required to provide its consent to the sharing of *Shared Information* as part of the *application* process. To clarify, *Horizon Power Pilbara Network Business* will not confirm that an *application* is a *Complete Application* until it receives such consent from the *information owner*.



### 12.3 Usage and disclosure of confidential information

We must comply with subchapter 9.5 of the *Code* in respect of *confidential information*.

A recipient:

- may use *confidential information* for the purposes of performing a function under the Pilbara regime and as required or permitted by the *Code* or the *Pilbara regime*; and
- must not use *confidential information* for any other purpose, without the *information owner's* written consent.

A recipient must not disclose *confidential information* (other than the *Shared Information*) except as permitted under subchapter 9.5 of the *Code* including:

- with the *information owner's* written consent, in accordance with any conditions in that consent; and
- on a confidential basis to the recipient's legal and other professional advisers; and
- as required under a written law, the ASX Listing Rules or the rules of any other applicable financial market; and
- to, or as directed by, a court or *arbitrator*, on a confidential basis unless the court, *arbitrator* directs otherwise; and
- if:
  - the recipient does not disclose any elements of the information that could lead to the identification of the *information owner*; or
  - the manner in which the recipient discloses the information does not identify the *information owner* and could not reasonably be expected to lead to the *information owner* being identified.
- If a document contains both *confidential information* and other information, a recipient may disclose the document if:
  - the *confidential information* is omitted or obscured; and
  - the omission of *confidential information* is evident from a mark or note at the place in the document from which the information is omitted.

## 13. NEGOTIATIONS

### 13.1 Commencing negotiations following Application

At any time after you have made an *application* you may make a written request for negotiations in relation to any aspect of your *application* including:

- whether the *Paired Access* or *Modify Access Contract* can be granted; and
- the price and other terms and conditions of an *Access Offer*.

A negotiation notice must be:

- made in writing; and
- sent to [Pilbara@horizonpower.com.au](mailto:Pilbara@horizonpower.com.au).

### 13.2 Parties to negotiate in good faith

Following your written request for negotiations, we must negotiate in good faith about how the *Paired Access* or *Modify Access Contract* can be granted and if so, the terms and conditions for the provision of these *services*.

### 13.3 End of negotiations

You may at any time bring the negotiation to an end by issuing a written notice to *Horizon Power Pilbara Network Business*.

## 14. ACCESS DISPUTES

At any time, from 7 January 2022, you or *Horizon Power Pilbara Network Business* may lodge a notice with the *Authority* that an *access dispute* exists. The parties will then follow the dispute resolution and arbitration mechanism set out in Chapter 7 of the *Code*.

An *access dispute* can include such matters as:

- whether you or *Horizon Power Pilbara Network Business* has complied with applicable requirements regarding the *application*;
- whether the *Horizon Power Pilbara Network Business* has correctly processed the *application* in accordance with this *Guide*;
- the terms and prices for *services*;
- technical requirements for connection;
- constraints on the *network*;
- exemptions from the *Technical Rules*; and
- any other matter in connection with an *application* on which *Horizon Power Pilbara Network Business* and you cannot reach agreement.

## 15. REFERENCES

|                                       |  |
|---------------------------------------|--|
| LEGAL REFERENCES:                     | <i>Electricity Industry Act 2004</i><br>Electricity Networks Access Code 2004<br><i>Economic Regulation Authority Act 2003</i><br><i>Electricity Transmission and Distribution Systems (Access) Act 1994 (WA)</i><br>Harmonised Technical Rules<br>Pilbara Networks Access Code 2021<br>Pilbara Networks Rules |
| STANDARD & GUIDELINES:                |  |
| RELATED POLICIES AND OTHER DOCUMENTS: | Contributions Policy<br>Horizon Power's Technical Rules<br>Template access contract<br>Reference Service Document  |

APPENDIX A - QUEUING POLICY

| NO. | KEY FEATURES                                 | DETAIL   |
|-----|--|--|
| 1.  | Definitions                                  | <p>In this Queuing Policy:</p> <ul style="list-style-type: none"> <li>• <b>‘Assumptions Locked-in’</b> means the assumptions used in the studies being ‘locked in’ and included in <i>Horizon Power Pilbara Network Business’s</i> base case model for assessment of subsequent <i>applications</i>.</li> <li>• <b>‘Concurrency Conflict Study’</b> means an application conflict assessment to identify combinations of concurrent <i>applications</i> that, if they ended up proceeding, will have the potential to impact the underlying assumptions of the studies being performed for a particular <i>application</i> (i.e. if they are competing for the same available network capacity in the form of shared network assets).</li> <li>• <b>‘Contract Commitment’</b> means when the <i>applicant</i>:               <ul style="list-style-type: none"> <li>○ and <i>Horizon Power Pilbara Network Business</i> have entered into (i.e. fully executed by both parties) both the <i>access contract</i> and <i>Connection Works Agreement</i> (if applicable, as determined by <i>Horizon Power Pilbara Network Business</i>); and</li> <li>○ pays any guarantee requested in accordance with <i>Contributions Policy</i> and/or <i>the Connection Works Agreement</i>.</li> </ul> </li> </ul> |
| 2.  | Assumptions Locked-in on Contract Commitment | <p>Priority between the <i>applicants</i> whose access to <i>covered services</i> may rely on the capacity of one or more shared assets in common (e.g. <i>Competing Applications</i>) is not impacted or determined by the date:</p> <ul style="list-style-type: none"> <li>• the <i>application</i> was submitted; or</li> <li>• that an <i>Access Offer</i> was made.</li> </ul> <p><i>Applicants</i> will only have their Assumptions Locked-in on Contract Commitment. Until Contract Commitment (i.e. Assumptions Locked-in):</p> <ul style="list-style-type: none"> <li>• the <i>applicant</i> bears the risk that some studies may need to be repeated at the <i>applicant’s</i> costs. All studies are performed on the same base case network model which reflects the most up-to-date demand forecasts including any committed/connected loads and generators. When a new commitment is made, the base case model is updated to include any new committed/connected loads and generation.</li> </ul>  |



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|     |  | <ul style="list-style-type: none"> <li>• <i>Horizon Power Pilbara Network Business</i> (in its sole discretion) reserves the right to require studies to be repeated where the assumptions are no longer sufficiently accurate including where:                             <ul style="list-style-type: none"> <li>○ significant new loads and generation which impact the shared network assets commit/contract while the <i>application</i> is in progress; or</li> <li>○ the <i>application</i> has been proceeding for long enough that trend demand growth has eroded spare capacity sufficiently to require updating the study assumptions.</li> </ul> </li> <li>• <i>Horizon Power Pilbara Network Business</i> will take all reasonable steps to minimise the resulting cost and delay suffered by the affected <i>applicants</i>.</li> </ul> <p><i>Applicants</i> who are eligible and meet certain milestones will have the option to pay a deposit to <i>Horizon Power Pilbara Network Business</i> in order to have their Assumptions Locked-in prior to Contract Commitment. Details of the optional deposit are set out below.</p>  |
| 3.  | <p><b>Eligibility for optional deposit</b></p> | <p>An <i>applicant</i> will be eligible to request the deposit option (to have the Assumptions Locked-in) from <i>Horizon Power Pilbara Network Business</i> if all the following are met:</p> <ul style="list-style-type: none"> <li>• <i>applications</i> relate to a connection:                             <ul style="list-style-type: none"> <li>○ to the transmission network; OR</li> <li>○ to the distribution network for 10 MVA or above;</li> </ul> </li> <li>• the <i>applicant</i> has submitted an <i>application</i>;</li> <li>• the preliminary assessment (as set out in 5. below) has been completed;</li> <li>• the <i>applicant</i> has selected their desired option for connection; and</li> <li>• the <i>applicant</i> has provided to <i>Horizon Power Pilbara Network Business</i> a dynamic model of their connecting facilities (as set out in 9. below).</li> </ul> <p>Locking in the demand assumptions does not necessarily imply that the shared network has, at that time, sufficient capacity (i.e. using existing shared network assets) to accommodate the <i>applicant's</i> requirements. The ultimate connection solution may still include upgrades to the shared network. However, by paying the deposit, the <i>applicant</i> will avoid being 'gazumped' by a competing <i>applicant</i> for the existing spare capacity and hence the extent of network upgrades required may be lower.</p> |

| NO. | KEY FEATURES   | DETAIL   |
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|     |  | <p>To clarify, ‘existing spare capacity’ means the capacity in the shared network that is expected to be in service by the specific date the <i>applicant</i> seeks to be connected. This implies the inclusion of discrete upgrade projects not yet completed that have been approved and scheduled however it excludes <b>uncommitted</b> new network development projects.</p>  |
| 4.  | <p><b>Applicant can enact optional deposit at any time after satisfying all necessary eligibility requirements</b></p> | <p>Should an <i>applicant</i> elect not to proceed with the optional deposit at the time they first become eligible, the option will still be available to them at any point between initial eligibility being met and their <i>access offer</i> being presented. This will enable the <i>applicant</i> to best manage the risk profile associated with their <i>application</i> (i.e. an <i>applicant</i> may prefer to not pay the deposit until after the <i>Pilbara ISO</i> has been engaged).</p>   |
| 5.  | <p><b>Preliminary assessment</b></p>   | <p><i>Horizon Power Pilbara Network Business’s</i> connection assessment process has an initial preliminary assessment phase, during which <i>Horizon Power Pilbara Network Business</i> will assess the ability of the shared network to provide the <i>service</i> required. This will identify which shared assets are overloaded and the extent of the overloading based on:</p> <ul style="list-style-type: none"> <li>• defined contingency events; and</li> <li>• a forecast of network demand reflecting: <ul style="list-style-type: none"> <li>○ the customer’s required capacity;</li> <li>○ annual growth of smaller loads;</li> <li>○ currently contracted discrete loads; and</li> <li>○ demand relating to any <i>applications</i> that have Assumptions Locked-in in accordance with the Queuing Policy.</li> </ul> </li> </ul> <p>Based on the preliminary assessment, <i>Horizon Power Pilbara Network Business</i> will provide the <i>applicant</i> with a preliminary assessment report that documents the input assumptions and the findings in terms of overloading shared assets. The preliminary assessment report may include multiple scenarios/options with an indicative cost estimate.</p> |
| 6.  | <p><b>Deposit based on 18 months’ expected access charges</b></p>  | <p><i>Horizon Power Pilbara Network Business</i> will calculate the access charges payable over a prescribed 18 months’ period of service. This calculation will be based on the maximum CMD/DSOC nominated in the <i>application</i> and the equivalent exit service network tariff (as <i>Horizon Power Pilbara Network Business</i> does not currently charge for entry services). This figure will be the deposit amount.</p>  |

| NO. | KEY FEATURES  | DETAIL   |
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| 7.  | <b>Deposit amount capped</b>  | The maximum deposit amount <i>Horizon Power Pilbara Network Business</i> will charge is \$5 million.   |
| 8.  | <b>Pilbara ISO decisions won't impact refundable portion of deposit</b>         | Should an <i>applicant</i> pay the deposit and the <i>Pilbara ISO</i> later imposes additional requirements on the connection, causing the connection solution to no longer be viable, the non-refundable portion of the deposit will be no different than if the <i>applicant</i> had voluntarily withdrawn their <i>application</i> . The <i>applicant</i> should fully inform themselves of the risks with proceeding with the optional deposit and the uncertainties that exist within their requested connection option before proceeding.  |
| 9.  | <b>Applicant must provide dynamic model at or before time of deposit</b>        | <p>Assumptions Locked-in means locking-in the inputs:</p> <ul style="list-style-type: none"> <li>• noted in the preliminary assessment report; and</li> <li>• dynamic studies based on the loads and generation connected or committed at that time.</li> </ul> <p>To have Assumptions Locked-in, the <i>applicant</i> must provide a workable and reasonable dynamic model of its project (based on the best information available at the time) at or before the time of deposit in accordance with <i>Horizon Power Pilbara Network Business's</i> Network Modelling Guidelines. The dynamic model will be included in <i>Horizon Power Pilbara Network Business's</i> base case model for assessment of subsequent <i>applications</i>.</p> |
| 10. | <b>Reservation time-limited</b>   | With a deposit, <i>Horizon Power Pilbara Network Business</i> will have the Assumptions Locked-in for a period of 18 months – subject to the <i>application</i> proceeding in accordance with a published <i>Connection Application</i> process. By agreement between <i>Horizon Power Pilbara Network Business</i> and the <i>applicant</i> , the reservation period could be extended for some defined maximum period – for instance, for a further 6 months – to accommodate <i>applications</i> that take an unusually long time yet continue to progress in good faith. Access charges (in addition to the initial deposit amount) will be payable to <i>Horizon Power Pilbara Network Business</i> during this extension period.         |
| 11. | <b>Forfeited deposits to benefit concurrent applicants and tariff customers</b> | To the extent that the deposits are forfeited by the <i>applicants</i> , <i>Horizon Power Pilbara Network Business</i> will apply this money in the first instance to fund any repeat studies that arise for concurrent <i>applications</i> that are required as a result of the deposit-paying <i>applicant</i> not proceeding (including withdrawing their <i>application</i> ) and the intended solution being removed from the base case model.  |

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|     |  | Should any funds remain after the triggered studies have been completed, this will be applied to the benefit of existing <i>users</i> of the <i>Horizon Power coastal network</i> .  |
| 12. | <b>Treatment of the deposit where <i>Connection Works Agreement</i> executed</b> | Where an <i>application</i> proceeds to completion, the deposit will be superseded by any financial guarantees or security specified in the <i>Connection Works Agreement</i> . <i>Horizon Power Pilbara Network Business</i> will either refund the deposit in full or apply the deposit (or part thereof) to meet any security requirements specified in the <i>Connection Works Agreement</i> , with any amount left over to be refunded to the <i>applicant</i> .  |
| 13. | <b>Deposit partially refundable where applicants withdraw</b>                    | <p><i>Horizon Power Pilbara Network Business</i> will provide partial refunds to <i>applicants</i> who pay the deposit but subsequently withdraw their <i>application</i>. The refundable amount will be determined by the following formula:</p> <p>For <math>X &gt; 548</math> days (i.e. 18 months):</p> $R = 0,$ <p>For <math>X &lt; 548</math> days:</p> $R = D \frac{2}{3} \left( 1 - \frac{X}{548} \right)$ <p>where:</p> <p>R = the refundable amount<br/> D = the original deposit amount<br/> X = the number of days elapsed between the date withdrawal is notified and the date of reservation, inclusive.</p> |
| 14. | <b>Deposit does not fund studies</b>   | <p>The deposit is separate to and does not fund studies payable by the <i>applicant</i>. The money provided to fund studies represents a fee for a specific non-covered service.</p> <p>The deposit contemplated by this Queuing Policy can be thought of as security, demonstrating the <i>applicant's</i> high level of commitment, for which the <i>applicant</i> receives in return a higher level of confidence regarding the basis on which access will be provided. Its treatment is dependent on the <i>applicant</i> rather than on <i>Horizon Power Pilbara Network Business</i>.</p>                            |
| 15. | <b>Applicants can request higher</b>   | An <i>applicant</i> that declines to pay the optional deposit may choose to request that <i>Horizon Power Pilbara Network Business</i> adopt higher demand assumptions (e.g. assume competing application(s) proceeding) than <i>Horizon Power Pilbara Network Business's</i> demand forecasting policy requires. For instance, where an <i>applicant</i> has, independently of <i>Horizon Power Pilbara Network Business</i> ,  |



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|     | <b>competing demand assumptions</b> | formed the view that another uncommitted project is likely to proceed prior to the <i>applicant's</i> project, the <i>applicant</i> may prefer and instruct <i>Horizon Power Pilbara Network Business</i> to include the associated demand in its connection studies for the <i>applicant</i> .  |
| 16. | <b>Concurrency Conflict Study</b>   | After an <i>applicant</i> reaches a certain stage in their <i>application</i> process, the <i>applicant</i> can request <i>Horizon Power Pilbara Network Business</i> to perform a Concurrency Conflict Study at the <i>applicant's</i> cost. The costs and timing of the Concurrency Conflict Study depends on the <i>application</i> .   |
| 17. | <b>Application register</b>         | <i>Horizon Power Pilbara Network Business</i> will maintain a confidential register of <i>connection applications</i> recording the capacity sought, connection location and other relevant technical details. <i>Horizon Power Pilbara Network Business's</i> demand forecasting policy requires <i>Horizon Power Pilbara Network Business</i> to maintain internal processes to ensure the register is kept up-to-date and that new connections (either contracted or with Assumptions Locked-in) are reflected in demand forecasts in a manner consistent with this Queuing Policy. |
| 18. | <b>Depart from PNAC timeframe</b>   | <p>An <i>Applicant</i> who proceeds with the deposit option:</p> <ul style="list-style-type: none"> <li>• agrees that section 42(5) of the <i>Code</i> does not apply (and <i>Horizon Power Pilbara Network Business</i> will not need to provide the <i>Access Offer</i> within the maximum timeframe after receipt of a <i>Complete Application</i> as set out in Sections 3.2 and 4.4 of the <i>Guide</i>); and</li> <li>• acknowledges that the timeframe for us to issue the <i>Access Offer</i> will vary depending on the complexity of the <i>application</i>.</li> </ul>      |