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Property Council submission on the exposure draft Alternative Electricity Services Code of Practice 2026

The Property Council of Australia welcomes the opportunity to comment on the exposure draft *Alternative Electricity Services Code of Practice 2026*.

We understand the government's intention to provide appropriate protections for customers receiving electricity through a Single Property Network.

The draft Code as currently written, however, appears to extend a predominantly residential model of price protection into commercial and mixed-use settings. Customers in those settings still need fair prices, clear information and effective dispute rights. But equivalent protection does not require identical regulation.

The Code should appropriately distinguish between the differing customer and supply models it is seeking to regulate, beyond the limited residential/non-residential split in the current exposure draft. Residential and accommodation (or commercial residential) uses share many characteristics, but these differ significantly from simple commercial office and industrial sites, which will often involve a range of different customers and contracts. Mixed-use precincts are more complex again, with many customers, regular tenancy changes, central plant, common infrastructure and a mix of network and on-site energy.

The property industry is most concerned about three issues: cost-reflective pricing, workable rules for mixed network and on-site renewable supply, and provisions suited to the customer and supply model.

This submission outlines the challenges that the draft Code would create for the property sector, particularly in commercial settings, and recommends practical amendments that would maintain customer protections and support investment in renewable energy, while allowing pricing, contracting and operational provisions better suited to the customer and supply model.

This submission is made on behalf of the WA Division of the Property Council of Australia, along with input from the Property Council's specialist divisions, the Retirement Living Council and Student Accommodation Council. Retail specific matters are covered in a separate submission prepared by Retail Property Australia.

Executive summary

We recommend that the final framework be amended to:

1. retain price protection while ensuring the tariff benchmark reflects the efficient cost of supply by an SPN provider
2. allow published, cost-reflective tariffs for non-residential customers, with commercial agreements for larger or sophisticated customers and appropriate safeguards for smaller customers
3. allow generally available time-of-use and other cost-reflective tariffs, with clear disclosure and appropriate safeguards
4. establish clear charging rules for SPNs supplied by a mix of renewable and network energy
5. protect existing contracts and provide at least 12 months for implementation after the complete regulatory package is published
6. replace the unqualified direct-connection duty with an explicit customer-funded feasibility process and reasonable-endeavours obligation
7. review the Code within two years of commencement.

1. Customer type and supply model

The Property Council in principle supports effective protections for every customer receiving electricity through an SPN. This includes clear agreements and bills, accessible complaints processes and appropriate protections for hardship, family violence and life support.

The issue is how those protections should apply across materially different settings.

Residential and accommodation uses, including build-to-rent, purpose-built student accommodation and retirement living, share many characteristics relevant to electricity regulation. They generally warrant some degree of residential-style protections, even though their tenure and service arrangements differ.

Commercial office and industrial sites are far more likely to have a larger number of business customers bound by commercial contracts or lease agreements, combined with relatively straightforward supply arrangements, albeit with significantly higher usage and more sophisticated management. Mixed-use precincts can be more complex. They may combine a more diverse mix of residential and commercial customers, along with central plant, common infrastructure, renewable generation, batteries, electric vehicle charging and different load profiles. They may also have more frequent customer turnover and a mix of small and large tenants with different bargaining power.

Despite some commonalities, any regulatory framework should acknowledge and respond to:

- whether the customer is residential or non-residential
- the customer's size, bargaining position and contractual arrangements
- the complexity and cost of the SPN
- whether electricity is supplied or bundled with other property services
- the mix of network electricity, on-site generation and storage
- any existing regulatory framework in place.

Customer type should drive the minimum protections, while the supply model should drive the pricing and operational rules. Applying the same tariff and assumptions to every setting is unlikely to produce fair or equivalent outcomes. Some commercial tenancies are already subject to statutory requirements governing disclosure, outgoings and dispute resolution, while others are more commonly governed by negotiated leases and general contract and consumer law. These frameworks do not replace the need for appropriate electricity protections, but they should inform how the Code's disclosure, contracting and operational requirements apply. Similarly, retirement villages already operate within a well-established statutory and contractual framework. The supply of electricity in this context may be reflected in resident contracts, village operating arrangements and agreements with providers.

The Code should recognise these differing contexts and operate alongside existing regulation without creating unnecessary duplication, inconsistent requirements or unintended consequences for otherwise lawful arrangements. Where an existing statutory or contractual process provides equivalent disclosure, accounting or dispute rights, the Code should allow compliance through that process.

Recommendation 1

Retain common rules for disclosure, billing, complaints and dispute resolution, along with hardship, family violence and life-support protections where they apply.

Tailor pricing, contracting and operational rules to the customer type and supply model. The rules should account for the customer's size and bargaining position, the contractual and regulatory setting, the complexity of the SPN and the mix of network and on-site energy.

Publish guidance and worked examples for a range of residential and accommodation uses, commercial office and industrial sites, and retail and mixed-use precincts before compliance becomes mandatory.

2. Cost-reflective tariffs

The draft applies the same price-cap mechanism across residential, accommodation, commercial and mixed-use settings. The benchmark and the way it operates must be suitable for each customer and supply model.

2.1 Synergy tariffs

Clause 22 defines the standard tariff by reference to Synergy's A1, L1 and L3 tariffs. Clause 24 requires those tariffs to be used for small-use customers unless clause 25 applies.

Those tariffs are set by government for Synergy. They were not designed as a measure of another provider's efficient costs. The 2026–27 State Budget estimates that A1 will recover 75 per cent of Synergy's residential supply cost. It provides Synergy with a $176 million Cost Growth Assistance Payment to partly fund that shortfall and reimburses other market costs that are not passed through to residential and small-business customers.

The published information does not show whether A1 would recover Synergy's costs without the Tariff Equalisation Contribution or whether L1 and L3 recover the relevant costs of supply. It does establish that A1 is below Synergy's all-in cost.

Regardless, the application of Synergy's tariffs does not reflect the true cost of delivering electricity in an SPN. SPN providers receive no equivalent subsidy when a prescribed tariff falls below their efficient costs. They may also bear the Tariff Equalisation Contribution through their retail or network charges. Without a tariff that covers efficient costs, providers must either absorb the shortfall or seek to recover it through rent, outgoings or charges to other customers. That reduces transparency.

Clause 24 compounds the problem by requiring the daily supply charge to absorb most metering, billing, data, compliance and SPN operating costs. These costs vary by property and are not reflected in a tariff designed for Synergy's customer base. We are not proposing duplicate supply charges for the same service. The single permitted tariff must, however, provide a transparent way to recover efficient costs without double recovery.

In retirement living and other accommodation settings, electricity infrastructure may be long-lived shared infrastructure serving an entire community. Its cost includes operation, maintenance, metering, billing and compliance as well as energy procurement. A benchmark that ignores those costs may force them into other resident charges and reduce transparency.

The same issue arises for bespoke customer works. Clauses 24 and 26 do not clearly permit a reasonable one-off connection fee or capital contribution for a new or upgraded connection, customer-specific metering or EV infrastructure, even though the Schedules contemplate capital contributions. These costs should be disclosed and agreed before the work proceeds and should not have to be spread across a capped daily supply charge.

Property Council members report that they often pay more for electricity than the standard tariff would allow them to recover. They expect both electricity purchase and SPN operating costs to rise. Applying the tariff cap without regard to those costs puts WA businesses at risk and discourages SPNs in commercial and commercial-residential properties.

2.2 Special tariffs

Energy Policy WA's 2024 decision paper acknowledged that the regulated business tariffs were a blunt and imperfect reference. It retained them as a safety net and relied on negotiation to provide pricing flexibility. Clause 25 continues that approach by allowing a customer to request a special tariff.

While flexibility in this regard is appreciated, it does not solve a cost shortfall. If the standard and special tariffs buy the same electricity service, a customer has no commercial reason to opt into the higher price. Negotiation cannot make a tariff sustainable where the proposed alternative simply asks the customer to pay more so the provider can recover its efficient costs. The ability to opt out also undermines existing agreements. This is covered further below.

Special tariffs remain useful where a customer chooses a genuinely different product, risk allocation or service. They are not a substitute for setting a viable default tariff or funding a verified shortfall.

A separate matter for clarification relates to Clause 22, which defines each standard tariff component as an amount that does not exceed the relevant Synergy tariff. The reading guide, however, indicates that a tariff component set below the Synergy amount is a special tariff. On that interpretation, a provider could not pass through a lower cost or offer a discount without requiring each customer to opt in to a special tariff. The Code should confirm that a tariff at or below the relevant reference amount remains a standard tariff.

2.3 Time of use

Clause 22 defines the standard tariff as a daily supply charge and a per-unit consumption charge. A time-of-use tariff is available only as a special tariff under clause 25. The customer must opt in by written request and generally cannot opt out for 36 months. Clause 33 expressly anticipates time-of-use billing, so the issue is not whether the Code can accommodate the necessary data. It is whether an ordinary modern tariff should require an exceptional contracting process.

Time-of-use, seasonal and demand-reflective tariffs can reward customers for shifting flexible demand, using energy when on-site solar is available and managing batteries, central plant and electric vehicle charging. These arrangements are particularly relevant in multi-occupancy properties. Requiring individual written requests makes a generally available product difficult to offer across a property with many customers and regular tenancy changes.

The Code should allow a provider to offer a published time-of-use or other cost-reflective tariff as a standard product where the metering supports it. The customer should receive a clear comparison with the applicable flat tariff and should retain access to a suitable default tariff. Any minimum term should be reasonable and clearly disclosed.

This also reflects Synergy's own range of products and allows SPNs to offer the same benefits to their customers.

2.4 Non-residential customers

Most customers within an SPN are unlikely to have practical access to another retailer or a direct network connection. This reflects the physical arrangement that gives rise to many SPNs: a property is supplied through one larger network connection, with multiple customer connections behind it. Creating a separate licensed-network connection for one customer may require substantial new infrastructure and may not be technically feasible.

The tariff framework must therefore work within the SPN rather than rely on theoretical competition to constrain prices. Non-residential property is not one market. Smaller commercial customers need transparent pricing and regulatory safeguards. Larger or sophisticated customers may negotiate detailed leases and supply agreements and should be able to agree commercial terms, subject to clear disclosure and the Code's core customer protections.

For customers who are not on negotiated commercial terms, the Code should allow a provider to apply a published, cost-reflective class tariff that meets prescribed safeguards. Requiring individual written requests is unnecessarily cumbersome where there are a large number of customers, the same product applies to a class of customers or a property has frequent tenancy changes.

In line with general principles of transparency and disclosure, before the tariff applies the customer should receive:

- the applicable standard tariff
- an estimated annual cost comparison based on reasonable assumptions
- the tariff term and exit arrangements
- the main cost components.

The methodology and supporting costs should be open to regulatory scrutiny. The provider should not, however, have to negotiate identical terms separately with every customer.

The tariff should allow recovery of efficient procurement, network, loss, metering, billing, compliance and SPN operating costs. The provider should keep supporting records and must not recover the same cost twice.

2.5 Consumption thresholds

The 50 MWh and 160 MWh thresholds affect tariffs, customer status and the right to request a direct licensed-network connection. The Code does not explain how consumption is forecast for a new customer, annualised for part of a year or treated when it repeatedly fluctuates above and below a threshold.

The Code should prescribe a common method, require advance notice of a classification change and apply changes prospectively after a reasonable transition period.

Recommendation 2

Amend clauses 22 to 25 to:

- use A1, L1 and L3 as reference tariffs rather than absolute caps
- confirm that a tariff at or below the applicable reference amount remains a standard tariff and does not require written opt-in under clause 25
- allow SPN providers to recover the efficient cost of buying and supplying electricity, including metering, billing, compliance and operating the SPN beyond what is contemplated within the daily supply charge
- permit separately disclosed and agreed one-off charges or capital contributions for new or upgraded connections and customer-specific metering or infrastructure
- allow time-of-use, seasonal and demand-reflective tariffs as standard products where the metering supports them, with a clear comparison against the flat tariff and access to a suitable default tariff
- allow published, cost-reflective class tariffs for non-residential customers, with clear disclosure, regulatory oversight and no double recovery
- allow larger or sophisticated customers to agree negotiated commercial terms through a lease or supply agreement
- prescribe or provide guidance on how the 50 MWh and 160 MWh thresholds apply.

3. Mixed energy supply

3.1 Network and renewable supply

Clause 27 applies only where an SPN is supplied entirely from renewable sources. Most SPNs with on-site generation use a mix of solar, storage and electricity from the network. They retain network capacity when renewable energy is unavailable while giving customers the benefits of on-site generation.

The flexible pricing framework proposed in section 2 would also provide a practical way to price mixed supply. An SPN provider could set a cost-reflective tariff based on the actual mix of network electricity, on-site generation and storage. The tariff could be blended or show separate components. The Code would therefore not need a separate pricing regime for mixed supply.

The Code should clarify that the flexible tariffs proposed in section 2 may be used for mixed supply. The provider should disclose how the tariff is calculated, including the renewable share and the treatment of network capacity, storage and energy losses. The same cost must not be recovered twice.

If Recommendation 2 is not adopted, the Code should at least confirm that a special tariff under clause 25 may reflect mixed supply and recover the efficient network and renewable components. Energy Policy WA should publish a standard calculation and disclosure method before commencement.

3.2 Renewable investment

Clause 27(5) excludes the cost of installing a distributed energy resource (DER) from the reasonable costs recoverable under clause 27. Clause 31 prevents a customer from being required to maintain, repair or insure a DER it does not own.

Customers should not be made responsible for operating or maintaining another party's asset. That protection does not require the Code to exclude the cost of the asset from the electricity price. Solar, batteries, controls and connection works require capital and ongoing expenditure. Those costs should be recoverable transparently over the life of the asset or contract where the customer receives the energy or another disclosed benefit. As drafted, the fixed and special tariff rules put existing renewable investments at risk and discourage future projects by restricting recovery of those costs.

SPNs can also support renewable investment at precinct scale. Generation and storage can be sized against aggregate demand, allowing customers with limited roof area or shorter lease terms to share in larger, more efficient systems. Recovering capital over the asset life can lower the annual electricity price and support continued investment.

3.3 Environmental attributes and exports

Clauses 27 to 29 do not clearly address power purchase agreements, Large-scale Generation Certificates, storage, partly renewable supply or competing claims to the same environmental attribute.

The Code should require the provider to state:

- the renewable proportion and how it is calculated
- whether certificates are created, retained, transferred or surrendered
- the claim the customer may make
- the tariff and exit rules that apply.

Customer export should remain subject to technical approval. A provider may need to prohibit export where its own connection to the licensed network is export-limited. Enforcing that upstream constraint should not be treated as unreasonable obstruction. The price should reflect the value the provider can realise, less reasonable costs. No payment should be required where an export has no value or creates a net cost, provided that position is explained and supported.

Recommendation 3

As part of the flexible tariff changes recommended in section 2, amend clauses 25 and 27 to 31 to:

- confirm that a cost-reflective tariff may reflect a mix of network electricity, on-site generation and storage
- allow the tariff to be blended or show separate components
- require clear disclosure of the calculation method and renewable share
- permit transparent recovery of efficient renewable generation, storage, connection, capital and lifecycle costs
- prevent double recovery
- prescribe the treatment of power purchase agreements, certificates, storage and environmental claims
- recognise upstream export limits as a legitimate technical constraint on customer exports
- state the exit rule for each special tariff

If Recommendation 2 is not adopted, the Code should clarify that a special tariff under clause 25 may reflect mixed supply and recover the efficient network and renewable components, including transparently amortised DER costs. Energy Policy WA should publish a standard calculation and disclosure method before commencement.

4. Existing arrangements and implementation

4.1 Existing contracts

Regulation 17 of the Electricity Industry (Alternative Electricity Services) Regulations 2026 makes an existing contract term ineffective to the extent it conflicts with a registration condition or the Code. The reading guide confirms that an existing pricing term may remain in a contract even though the provider can no longer charge it. This avoids the need to amend dozens or hundreds of leases before commencement, but it can still prevent providers from recovering costs under agreements made before the Code.

Existing leases (and equivalent), supply agreements, power purchase agreements and DER arrangements were entered under the rules then in force. Removing an agreed recovery term while leaving the underlying procurement or capital commitment in place may leave costs unrecovered. That is an unacceptable outcome for businesses that invested in electricity infrastructure and made agreements with tenants on that basis.

Given the Regulations themselves are already made, to the extent possible this needs to be addressed via specific provisions in the Code.

4.2 Transition period

Feedback from members is that implementation (notwithstanding the recommendations in this submission) will be complex, costly and time consuming. This work includes identifying each SPN, classifying customers, reviewing contracts, updating documents and policies, changing billing systems, checking meters and data and training staff. For the new regime to be implemented effectively, further time is needed for these businesses to adapt.

Recommendation 4

Allow existing fixed-term pricing and DER recovery arrangements to continue until their first expiry or break date. Apply safety, hardship, family violence, life-support, complaint and billing-review protections from commencement.

Provide at least 12 months between publication of the complete final package and mandatory compliance. Use staged commencement for requirements that depend on contract, system or metering changes.

If the government does not protect all existing arrangements as recommended: Protect at least fixed-term procurement and DER commitments entered before publication of the final Code. If commencement remains 1 July 2027, adopt staged compliance and an education-first enforcement approach.

5. Connections and load management

5.1 Direct connections

Clause 30 requires a provider to facilitate a direct licensed-network connection for a person using, or reasonably expected to use, more than 50 MWh a year. The duty includes investigations, approvals, works and access.

SPNs serve multiple customers through one larger connection to the licensed network. The internal network then distributes electricity to the individual supply addresses. This shared arrangement is one reason SPNs exist and means a separate licensed-network connection for one customer will often be difficult or impractical.

A separate connection may require new switchboards, transformers, cable routes, easements, shutdowns or network augmentation. It may also depend on landowner consent, distributor approval and the design of the existing network. Many connections will simply not be feasible.

Detailed costs may be unknown until engineering or distributor investigations are completed. Clause 30 allows the provider to recover reasonable costs disclosed to the customer before a connection proceeds, and the reading guide contemplates a reasonable fee for investigative work. The Code should make clear how a provider can obtain the customer's consent to, and recover the cost of, staged investigations needed to prepare a reliable estimate, including where the connection does not proceed. It should also be clear that this can include recovery of internal costs related to that investigation.

Clause 30 also refers to consumption within a private network, although the framework recognises nested networks. The Code should clearly allocate responsibility between upstream and separately registered nested-network providers where a connection passes through more than one network tier. A provider should not be responsible for a connection or compliance matter controlled by another registered provider.

5.2 Electric vehicle charging

Clause 26 allows a provider to charge separately for metered electric vehicle (EV) supply. It does not clearly confirm whether the tariff may recover the incremental capacity and operating costs of that service. Those costs can vary with charger speed, demand at the parent connection and the equipment needed to meter and manage the load.

The Code should confirm that separately metered EV supply may recover its efficient incremental costs. These may include capacity attributable to the charging service, metering, load-management systems and customer-specific connection costs. The methodology should be disclosed and must prevent recovery of a cost already included in another charge.

Clause 26(4) allows electric vehicle supply to be limited only after prior written notice. That approach does not accommodate routine dynamic load management, where charging is automatically reduced or sequenced as demand changes. Immediate curtailment may also be necessary for safety, an unplanned outage, an upstream direction or protection of critical operations.

The SPN agreement should be able to state the circumstances in which dynamic load management will occur, without separate notice for each automatic control event. Advance notice should remain the rule for other planned limitations. The Code should allow immediate action where necessary, followed by notice as soon as practicable.

Recommendation 5

Amend clause 30 to require a feasibility assessment and reasonable endeavours, rather than a guaranteed connection. Permit refusal or deferral where a connection is unsafe, unlawful, technically infeasible, refused by a necessary third party, incompatible with critical operations or disproportionate in cost.

Allow a staged, customer-funded investigation process. The provider should be responsible only for matters within its control.

Clearly allocate responsibility where more than one network tier is involved. A provider should not be responsible for a connection or compliance matter controlled by a separately registered provider.

Confirm that the tariff for separately metered EV supply may recover efficient incremental capacity, metering and load-management costs. Permit separately disclosed and agreed one-off contributions for customer-specific connection, metering and charging infrastructure, without double recovery.

Amend clause 26(4) to allow an SPN agreement to authorise clearly disclosed dynamic load management without separate notice for each event, and to permit immediate load limitation for safety, system security, an upstream direction, an unplanned outage or an emergency, with notice as soon as practicable.

6. Metering, billing and agreements

As in previous sections, the Code's agreement, metering and billing rules should reflect how electricity is supplied and charged in different properties. Residential and accommodation customers should receive clear information suited to individual customers. Commercial electricity terms should be able to sit within leases and occupancy documents, particularly where tenancies change frequently.

6.1 Agreements

The reading guide states that an SPN agreement may form part of a lease and that non-residential disclosure may be incorporated into leasing or onboarding material. The Code should make this clear.

Residential customers in large-scale, professionally managed premises, such as build-to-rent, purpose-built student accommodation, retirement living and land lease communities, should have the same flexibility to receive electricity disclosure through their existing lease, occupancy or resident documentation. This is particularly important where customers already receive detailed statutory or contractual disclosure as part of entering the accommodation arrangement. Clause 10 currently requires a copy of the prescribed Schedule 1 statement. It should be amended to allow that statement to be included as a clearly identified section or annexure of existing documents, rather than issued separately. Customers must still receive all prescribed information before entering an SPN agreement, in a form they can keep and readily find. The objective should be effective disclosure rather than duplication of documentation.

Commercial tenancies may already be supported by prescribed disclosure material, operating-expense information and established dispute processes. The Code should allow its information to be provided as a clearly identified lease schedule or annexure and should allow an existing complaints procedure to be used where it provides the rights and escalation pathways required by the Code.

In purpose-built student accommodation, electricity may be included in a single accommodation charge. Energy Policy WA should clarify when these arrangements fall within the incidental-supply exclusion in regulation 10(2)(b). For arrangements within scope, the Code should explain how tariff, metering and billing requirements apply where no separate electricity charge is imposed, including whether a notional electricity component must be calculated or disclosed. Guidance should distinguish fully inclusive charges from arrangements with separately charged excess usage.

6.2 Metering arrangements

Clause 17 preserves supply addresses that were unmetered before 1 July 2027. Guidance should confirm that the exemption attaches to the supply address and is not lost solely because the owner, provider or occupier changes.

Clauses 17 and 34 also appear to assume that consumption at a supply address is measured by one meter. Some mixed-supply arrangements require consumption to be calculated using a boundary meter and one or more meters for on-site generation or storage. Other supply addresses may be served by more than one meter. The Code should permit consumption to be calculated from multiple compliant meters and require the calculation method to be provided to the customer on request.

The 10-business-day meter-test period should allow reasonable-endeavours relief where access, a third-party technician or another matter outside the provider's control prevents completion.

6.3 Estimated bills

Clause 34 restricts the use of estimated bills but does not explain how to bill where an actual read is unavailable and another estimate is prohibited.

The Code should allow an additional estimate where the provider has used reasonable endeavours, explains the method and promptly reconciles the account when actual data becomes available.

6.4 Record retention

Clause 35 requires billing data to be kept for at least two years. Clause 39 does not limit how far back an overcharge may be corrected. The framework should align the retention period with potential liability and explain the treatment of former customers, tracing, low-value amounts and unclaimed money.

Clause 38 addresses undercharging caused by provider conduct or a meter fault. Guidance should explain how other causes are treated, including incorrect customer information, interference with a meter or prolonged denial of access.

Recommendation 6

Amend the Code or issue binding guidance to:

- confirm how SPN terms and disclosure may be integrated into existing leases, occupancy and resident documents, and allow an existing complaints procedure to be used where it provides the rights and escalation pathways required by the Code
- clarify the treatment of electricity included in accommodation charges, including the incidental-supply exclusion and, where the arrangement remains within scope, the applicable tariff, metering, billing and disclosure requirements
- preserve legacy unmetered status through changes of owner, provider or occupier
- permit consumption at a supply address to be calculated from multiple compliant meters, with the calculation method available to the customer on request
- qualify meter-test deadlines where delay is outside the provider's reasonable control
- permit controlled additional estimates with disclosure and reconciliation
- align record retention with potential liability.

7. Review

The Code will apply a new regulatory framework across a wide range of customers, properties and supply arrangements. Its practical effects will not be clear until providers and customers have operated under it.

Recommendation 7

Review the Code within two years of commencement. The review should assess customer outcomes, compliance costs and how the Code operates across the main customer and supply models. Publish the findings and consult further on any changes.

Conclusion

The tariff framework needs substantial change before the Code is finalised. Synergy's government-set tariffs are not a reliable measure of an SPN provider's efficient costs. The Code should retain price protection while allowing transparent, cost-reflective tariffs, including time-of-use tariffs and pricing for a mix of network and on-site renewable supply. The existing special tariffs do not adequately resolve this underlying issue.

The final Code should also protect existing contractual commitments, allow at least 12 months for implementation after the complete framework is published, and make direct-connection duties more clearly subject to feasibility and matters within a provider's control. These changes would preserve meaningful customer protections without discouraging investment in SPNs and renewable energy.

We are available to work with Energy Policy WA on these changes before the framework is finalised.

Yours sincerely

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