

Model standing offer for a standard connection service for customers

Terms and conditions
November 2023



Document Amendment History

Version No.	Publication Date	Prepared By	Comments
0.1	May 2014	Asset and Network Planning	
0.2	June 2015	Asset and Network Planning	Revised for the AER determination
0.3	July 2016	Asset and Network Planning	Revised for the Electricity Supply Act Metering changes
0.4	June 2017	Strategy and Asset Planning	Updates to reflect Endeavour Energy lease transaction
0.5	December 2017	Asset Strategy and Planning	Amendments for Power of Choice
0.6	November 2023	Customer Network Solutions	Amendments for Embedded Networks

Disclaimer

Endeavour Energy may change the information in this document without notice. All changes take effect on the date made by Endeavour Energy.

Note:

The connection contract that is formed upon the Customer's accepting or being taken to have accepted an offer by Endeavour Energy for the establishment of Embedded Network at the Site is between the Customer and Endeavour Energy.

Parts of this Model Standing Offer refer to the Network Owner where the reference relates to ownership of Endeavour Energy's Distribution System. This is because the Network Owner owns the assets (and leases them to the Network Lessee) but Endeavour Energy operates and maintains those assets under a sub-lease from the Network Lessee. Endeavour Energy has been granted all rights necessary for it to undertake its functions as a distribution network service provider, including its rights and obligations under that connection contract.

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1.0 Purpose of this document

1.1 Model Standing Offer for a Standard Connection Service for Customers

- (a) This document is Endeavour Energy's Model Standing Offer for a Standard Connection Service for Customers who seek a Standard Connection.
- (b) This Model Standing Offer sets out the terms and conditions on which:
 - (i) the Customer must engage its own Accredited Service Provider(s) to design and perform Contestable Works relating to the Standard Connection;
 - (ii) the Customer must ensure the provision of any Customer Installation Works are completed; and
 - (iii) Endeavour Energy will undertake the Standard Connection Services relating to the Standard Connection.
- (c) The Customer pays the Connection Charges to Endeavour Energy in consideration for Endeavour Energy providing the Standard Connection Service to the Customer.

1.2 Application of this Model Standing Offer to expedited connections

- (a) Where:
 - (i) the Customer has requested an expedited service in an Application and has indicated in the Application that a connection offer on the terms set out in this Model Standing Offer is acceptable to the Customer; and
 - (ii) Endeavour Energy is satisfied that the service requested in the Application is in fact the Standard Connection Service for Customers to which this Model Standing Offer applies,

then the Customer is taken to have accepted the offer from Endeavour Energy for the Standard Connection Service at the Site on the terms of this Model Standing Offer.

- (b) At the same time as the Customer is taken to have accepted the offer under paragraph (a) above, the Customer is also taken to have entered into a Connection Contract for Customer Connection Services with Endeavour Energy:
 - (i) if the Customer is a Large Customer, in the form of Endeavour Energy's Deemed AER Approved Standard Connection Contract for Large Customers, as published on its website at www.endeavourenergy.com.au; or
 - (ii) if the Customer is not a Large Customer, in the form of Endeavour Energy's Deemed Standard Connection Contract, as published on its website at www.endeavourenergy.com.au,

and

including the additional terms and conditions set out in this Model Standing Offer for the Standard Connection Service at the Site.

1.3 Application of this Model Standing Offer when no expedited connection is requested

Where:

- (a) the Customer has made an Application and has not requested an expedited service; and
- (b) Endeavour Energy has made the Customer an offer for a Standard Connection Service at the Site on the terms of this Model Standing Offer,

then upon acceptance of that offer within 45 Business Days in accordance with its terms the Customer will be taken to have entered into a Connection Contract for Customer Connection Services with Endeavour Energy:

- (c) if the Customer is a Large Customer, in the form of Endeavour Energy's Deemed AER Approved Standard Connection Contract for Large Customers, as published on its website at www.endeavourenergy.com.au; or
- (d) in any other case, in the form of Endeavour Energy's Deemed Standard Connection Contract, as published on its website at www.endeavourenergy.com.au;

and including the additional terms and conditions set out in this Model Standing Offer at the Site.

1.4 Additional terms for Exempt Embedded Generators

- (a) If the Customer wishes to connect an Exempt Embedded Generator as part of the Standard Connection Service identified in the Application then, in addition to the applicable terms and conditions described in clauses 1.2 or 1.3, as the case may be, the Customer must comply with the provisions of Schedule 3:.
- (b) This Model Standing Offer for a Standard Connection Service will not apply to a Customer who wishes to connect at the Site either:
 - (i) an Embedded Generator above 5MW; or
 - (ii) a Micro Embedded Generator.

1.5 Definitions and interpretation

- (a) Capitalised words and expressions used in this Model Standing Offer are defined in clause 25.1.
- (b) Some rules to assist in the interpretation of this Model Standing Offer are also included in clause 25.2.

1.6 Contestable Works

The Customer acknowledges and agrees that the following works are Contestable Works:

- (a) the preparation of the Proposed Method of Supply and design of the Customer's Connection by the Customer's ASP/3; and
- (b) Network Connection Works.

2.0 General obligations

2.1 Customer's general obligation

- (a) The Customer must, in accordance with the terms of this Model Standing Offer, Good Industry Practice, the requirements of all Laws (including the Energy Laws) and Endeavour Energy's Connection Standards and at its own cost engage:
 - (i) the Customer's ASP/3 to develop and submit to Endeavour Energy the Proposed Method of Supply and the design of the Customer's Connection;
 - (ii) the Customer's ASP/1 to undertake the construction, testing and commissioning of the Network Connection Works;
 - (iii) the Customer's electrical contractors to undertake the design, construction and commissioning of the Customer's Electrical Installation and any other Customer Installation Works (other than the installation of a Meter);
- (b) the Customer's Retailer (or, if the Customer is a Large Customer who chooses to directly appoint a Metering Coordinator, the Metering Coordinator) to provide, install, and maintain a Meter, or Meters (as required); the Customer's **Electrical Professional** to undertake the construction, testing and commissioning of the Premises Connection Assets and Contestable Works; and

- (c) the Customer's Accredited Service Providers or Customer's electrical contractor to undertake the carrying out of any Reimbursable Works.
- (d) The Customer agrees to Endeavour Energy undertaking any required Alternative Control Services, Endeavour Energy Provided Connection Works and Endeavour Energy Provided Chargeable Connection Services required to facilitate the Standard Connection Service, in accordance with the terms of this Model Standing Offer.

2.2 Customer's Work Health and Safety obligations

- (a) The Customer must, in carrying out its obligations under clause 2.1, comply with Work Health and Safety Laws as applicable.
- (b) The Customer must ensure that any person engaged by the Customer (including Electrical Professional) as required by clause 2.1 and the terms of this Offer complies with Work Health and Safety Laws as applicable.

2.3 Obligations of HV Customers

- (i) If the Customer is an HV Customer, the Customer must:
 - (ii) comply with any Site-specific Conditions that apply to the premises under any High Voltage Operation and Maintenance Protocol Endeavour Energy has established or entered into with the Customer or with any previous customer for that premises; and
 - (iii) notify Endeavour Energy at least 21 days in advance of any transfer of control or ownership of the premises.
- (c) **Site-specific Conditions**
 - (i) If the Customer is an HV Customer, the Customer must take all reasonably practicable steps to comply with a Site-specific Condition that applies to the premises, including any that apply to the premises under:
 - (A) clause 2.3(ii) or clause 9.2 of this Contract;
 - (B) a standard form connection contract or a Deemed AER Approved Standard Connection Contract for Large Customers in relation to the premises;
 - (C) a Deemed Standard Connection Contract in relation to the premises; or
 - (D) a connection contract made under Chapter 5A of the National Electricity Rules in relation to the premises,that was in force between Endeavour Energy and a previous customer at the premises.
 - (ii) Endeavour Energy will notify the Customer of any Site-specific Conditions that apply to the premises as soon as reasonably practicable after receipt of any request from the Customer.

3.0 Endeavour Energy's obligations

Endeavour Energy will, in accordance with this Model Standing Offer, provide the following Standard Connection Services:

- (a) allow the Customer's Accredited Service Provider(s) to undertake the Contestable Works required for the Standard Connection;
- (b) undertake any Endeavour Energy Provided Connection Works, Endeavour Energy Provided Chargeable Connection Services or Alternative Control Services required by the Customer in relation to the connection; and
- (c) undertake (at its own expense) any distribution works that are determined by Endeavour Energy to be predominantly required for the shared network and for which no charge will be made to the Customer.

4.0 Proposed method of supply

4.1 Proposed Method of Supply to be Developed

- (a) The Customer must ensure that the Customer's ASP/3 develops and submits to Endeavour Energy a proposed method of supply for the Site ("**Proposed Method of Supply**").
- (b) A Proposed Method of Supply must be prepared in accordance with Endeavour Energy's Design Requirements and Endeavour Energy's Connection Standards and address such matters as Endeavour Energy sees fit including, but not limited to, the following:
 - (i) the general design and scope of the Customer's Connection, supported by concept drawings, including the scope of any required:
 - (A) Network Connection Works, Contestable Services and Customer Installation Works; and
 - (B) works to be performed by Endeavour Energy, including any Endeavour Energy Provided Chargeable Connection Services;
 - (i) equipment to be installed as part of the Standard Connection Service including any equipment required for the Network Connection Works and any Endeavour Energy Provided Connection Works; and
 - (ii) such other matters as Endeavour Energy may require the Customer to address in the Proposed Method of Supply in relation to the Standard Connection Service sought.
- (c) The Customer must provide Endeavour Energy with such information as Endeavour Energy may request for the purposes of assessing the Proposed Method of Supply in accordance with clause 4.1(d).
- (d) Endeavour Energy will assess the Proposed Method of Supply having regard to:
 - (i) the Application; and
 - (ii) any information provided by the Customer in accordance with clause 4.1(c) above.
- (e) Following its assessment of the Proposed Method of Supply in accordance with clause 4.1(d) above, Endeavour Energy will issue it with such modifications as Endeavour Energy sees fit (if any) as the Design Brief for the purposes of clause 5.1.

5.0 Preparation and approval of design

5.1 Design Brief and Design Documentation

- (a) Responsibility for Design Brief and Endeavour Energy Information
 - (i) Endeavour Energy makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of the Design Brief, or any Endeavour Energy Information.
 - (ii) The Customer will conduct its own review of the Design Brief and any Endeavour Energy Information and satisfy itself as to their accuracy and completeness for the purposes of enabling the Customer's ASP/3 to prepare the Draft Design for the Customer's Connection.
- (b) Preparation of Draft Design and validity of Design Brief
 - (i) The Design Brief expires on the 180th day after the date of the Application ("**Design Brief Expiry Date**") if Endeavour Energy has not issued an Approval Notice under clause 5.1(c)(D) before that date.
- (c) Preparation and approval of Draft Design
 - (i) The Customer must ensure that:
 - (A) the Customer's ASP/3 prepares the Draft Design in accordance with the Design Brief and Endeavour Energy's Design Requirements;
 - (B) that the Draft Design is certified by the Customer's ASP/3 as complying with all applicable safety standards; and
 - (C) that the Draft Design is submitted to Endeavour Energy.
 - (ii) The Customer must pay in advance to Endeavour Energy an Ancillary Network Service fee for certification of the Draft Design as notified by Endeavour Energy in accordance with clause (b).
 - (iii) Within 10 Business Days of the date of receipt of the Draft Design or receipt of the fee payable under clause (ii) (whichever is the later) or such longer period as may be notified by Endeavour Energy to the Customer, Endeavour Energy will review the Draft Design and, by written notice to the Customer, determine, in Endeavour Energy's absolute discretion, to:
 - (D) accept the Draft Design as the Endeavour Energy Certified Design ("Approval Notice"); or
 - (E) reject the Draft Design ("Rejection Notice").
 - (iv) Any Rejection Notice must contain written reasons for Endeavour Energy's rejection and may suggest amendments that would facilitate Endeavour Energy's approval of the amended Draft Design. Endeavour Energy makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of any suggested amendments.
 - (v) If the Customer receives a Rejection Notice, the Customer may submit an amended Draft Design to Endeavour Energy for approval and the provisions of clauses (b) and (c) of this clause 5.1(c) will apply to any amended Draft Design submitted by the Customer to Endeavour Energy.
 - (vi) Endeavour Energy will enclose a draft Letter of Intent with any Approval Notice.
 - (vii) Only documents referred to, incorporated in, or otherwise attached to an Approval Notice form part of the Endeavour Energy Certified Design.

(d) Customer's Acknowledgement in relation to Design

The Customer acknowledges and agrees that Endeavour Energy's:

- (i) issue of the Approval Notice under clause 5.1(c)(D) or any other approval or certification by Endeavour Energy in respect of the design of the Customer's Connection; or
- (ii) receipt of any declaration, representation or any other acknowledgement from the Customer's ASP/3 in respect of the design of the Customer's Connection,

does not lessen or otherwise affect the Customer's obligations under this Model Standing Offer.

(e) Endeavour Energy Certified Design

If the Customer has not commenced construction of the Network Connection Works within 180 days after the date of the Approval Notice ("**Design Expiry Date**") the Approval Notice for that Endeavour Energy Certified Design will expire and the Customer may not commence the Network Connection Works after the Design Expiry Date without first obtaining a new Approval Notice.

(f) Endeavour Energy may Determine Voltage of Connection

Notwithstanding the Customer's proposed load for the Site, as requested in the Application, Endeavour Energy reserves the right to nominate the voltage of the Customer's Connection based upon the size of the load requested by the Customer and its likely impact on Endeavour Energy's other connection customers in accordance with Endeavour Energy's Policy.

(g) Commencement of the Network Connection Works

The Customer must not commence the Network Connection Works unless Endeavour Energy has provided an Approval Notice in respect of the Draft Design and the Customer has provided to Endeavour Energy:

- (i) the Letter of Intent duly signed by the Customer, the Customer's ASP/3 and the Customer's ASP/1; and
- (ii) the Project Commencement Notification.

6.0 Preparation for and construction of Network connection Works

6.1 Site Meetings

- (a) The Customer must ensure that the Customer's ASP/1 attends a meeting with Endeavour Energy ("**Initial Meeting**") within 15 Business Days of the date of the Project Commencement Notification or such longer period as may be agreed by the parties.
- (b) At the Initial Meeting the parties will seek to coordinate the program for the construction of the Network Connection Works.
- (c) The Customer must ensure that the Customer's ASP/3 is involved throughout the course of the construction of the Network Connection Works to resolve any design issues that may arise.

6.2 Preparation of a Network Connection Works Program

- (a) Without limiting any other clauses of this Model Standing Offer, the Customer must submit a Network Connection Works Program to Endeavour Energy (in electronic and hard copy formats) no later than 10 Business Days after the Initial Meeting.
- (b) The Network Connection Works Program must:

- (i) include a program for the construction of the Network Connection Works in accordance with the Endeavour Energy Certified Design including the dates by which, or the times within which, the various stages or portions of the Network Connection Works are to be carried out or completed, the Inspection Hold Points, key milestones, Tests and the Inspection and Commissioning Plan;
 - (ii) reflect the progress of the Network Connection Works and be consistent with all constraints on access, performance and co-ordination;
 - (iii) show the logical relationship between activities and events shown in the program, identify time leads and lags, resource and other constraints and the sequence of activities which constitute the critical path or critical paths; and
 - (iv) be in such form and include such detail as Endeavour Energy reasonably requires.
- (c) Endeavour Energy may:
- (i) review the Network Connection Works Program; and
 - (ii) if Endeavour Energy:
 - (A) reasonably considers that the Network Connection Works Program does not comply with the requirements of this Model Standing Offer or would result in the Network Connection Works failing to comply with the requirements of this Model Standing Offer; or
 - (B) does not agree to the proposed Inspection Hold Points,

it will give notice to the Customer within 20 Business Days after receipt of the Network Connection Works Program specifying the areas of non-compliance and/or the Inspection Hold Points it requires.

- (d) If Endeavour Energy gives a notice under clause 6.2(ii), the Customer must:
- (i) amend the Network Connection Works Program to address the matters specified in that notice; and
 - (ii) resubmit the amended Network Connection Works Program to Endeavour Energy.
- (e) Clauses 6.2(b) to 6.2(d) apply to an amended Network Connection Works Program the Customer resubmits to Endeavour Energy.
- (f) The Customer must not:
- (i) materially amend the Network Connection Works Program; or
 - (ii) change any Inspection Hold Point,

unless it gives the amended Network Connection Works Program to Endeavour Energy and the provisions of clauses 6.2(b) to 6.2(e) are complied with in respect of the amended Network Connection Works Program.

6.3 Construction of the Network Connection Works

- (a) The Customer must engage the Customer's ASP/1 to carry out the Network Connection Works in accordance with the Network Connection Works Program.
- (b) The Customer must:
 - (i) ensure that the Network Connection Works are constructed in accordance with the Endeavour Energy Certified Design, Endeavour Energy's Connection Standards, Good Industry Practice, requirements of all Laws (including the Energy Laws) and all other requirements of this Model Standing Offer;

- (ii) ensure that the Network Connection Works are fit for the purpose of Endeavour Energy providing Customer Connection Services from Endeavour Energy's Distribution System; and
- (iii) use only Endeavour Energy Approved Products in the execution of the Network Connection Works.

6.4 Inspection Hold Points and testing

- (a) The Customer must give Endeavour Energy 3 Business Days' written notice of the date it expects to achieve an Inspection Hold Point.
- (b) When the Customer considers it has achieved an Inspection Hold Point, the Customer:
 - (i) must notify Endeavour Energy of the Inspection Hold Point it has achieved;
 - (ii) provide Endeavour Energy with details of when the Customer will perform any applicable Tests or commissioning procedures applicable to the Inspection Hold Point; and
 - (iii) must not cover up or make inaccessible any of the works undertaken by an Electrical Professional (or, if the Inspection Hold Point relates to part only of those works, cover up or make inaccessible that part of those works) until Endeavour Energy has inspected them.

6.5 Commissioning and Testing of Network Connection Works

The Customer must:

- (a) ensure that the Network Connection Works are Tested and commissioned in accordance with Endeavour Energy's Connection Standards, the Inspection and Commissioning Plan, any manufacturer's or trade warranties and the requirements of all Laws (including the Energy Laws);
- (b) allow Endeavour Energy or its representative to be present and witness the conduct of any Test; and
- (c) provide the results of any Test to Endeavour Energy.

7.0 Completing network connection works

7.1 Notice of completion of Network Connection Works

- (a) When the Customer considers it has achieved completion of the Network Connection Works, the Customer must notify Endeavour Energy of that fact by procuring that the Customer's ASP/1 issues Endeavour Energy with a Network Connection Works Complete Declaration.
- (b) The Customer must ensure that no further work is undertaken by the Customer's ASP/1 or other contractors once the Network Connection Works Complete Declaration is provided to Endeavour Energy.

7.2 Letter of Acceptance

On receipt by Endeavour Energy of the Network Connection Works Complete Declaration, provided that Endeavour Energy is satisfied that the Customer has complied with all its obligations under this Model Standing Offer, including, but not limited to its obligations to:

- (a) pay all amounts owing to Endeavour Energy;
- (b) transfer any Land Interests to the Network Owner in accordance with clause 9.1; and
- (c) rectify all Defects and undertake any items of work contained in any notice issued under clause (d) to the reasonable satisfaction of Endeavour Energy,

Endeavour Energy will issue a Letter of Acceptance to the Customer.

7.3 Transfer of Works

- (a) Subject to clause 7.5, on and from the date of the Letter of Acceptance issued in accordance with clause 7.2, ownership of, and title in, all assets installed in respect of the Network Connection Works and the Endeavour Energy Provided Chargeable Connection Services passes to the Network Owner and will be automatically leased to the Network Lessee and sub-leased to Endeavour Energy.
- (b) Once ownership of, and title in, the assets installed in respect of the Network Connection Works and the Endeavour Energy Provided Chargeable Connection Services has passed to the Network Owner, Endeavour Energy will issue a Permission to Connect to the Customer in accordance with clause 7.7.
- (c) On and from Completion, the Premises Connection Assets will be owned by the Network Owner and will be contemporaneously leased to the Network Lessee and sub-leased to Endeavour Energy.

7.4 Customer to take steps to effect transfer

- (a) The Customer must, if required by Endeavour Energy, promptly sign such documents and take all steps necessary to effect the transfer of ownership of, and title in all the assets installed in respect of:
 - (i) the Network Connection Works;
 - (ii) the Premises Connection Assets; and
 - (iii) the Endeavour Energy Provided Chargeable Connection Services,to Network Owner (in accordance with clause 7.3). If a document transferring title to:
 - (iv) the Network Connection Works;
 - (v) the Premises Connection Assets; or
 - (vi) the Endeavour Energy Provided Chargeable Connection Services,to the Network Lessee must be executed by the Network Owner, Endeavour Energy will obtain the executed document from the Network Owner.
- (b) Endeavour Energy will assume responsibility for the ongoing management and maintenance of all assets transferred to the Network Manager in accordance with clause 7.3.

7.5 Temporary Builder's Supply

- (a) Ownership of, and title in, all assets installed in respect of Network Connection Works carried out to provide a Temporary Builder's Supply ("**Temporary Assets**") does not pass to the Network Owner and remains with the Customer unless Endeavour Energy in its complete discretion notifies the Customer that it requires the Customer to transfer ownership of and title in the Temporary Assets to the Network Owner.
- (b) Except where Endeavour Energy has elected for the Network Owner to take ownership of, and title in, the Temporary Assets, the Customer must, at its own cost, remove the Temporary Assets by the date that is three years after the date of the Letter of Acceptance issued by Endeavour Energy in respect of the Network Connection Works carried out to provide the relevant Temporary Builder's Supply.
- (c) If the Customer fails to comply with clause 7.5(b), Endeavour Energy may itself remove all Temporary Assets and recover the cost from the Customer by making a demand against any Warranty Bond provided under clause 7.9 or otherwise.

7.6 No Encumbrances

The Customer must ensure that all works are transferred to the Network Owner free from any Encumbrance.

7.7 Permission to Connect

- (a) Following the issue of the Letter of Acceptance Endeavour Energy will prepare the Permission to Connect.
- (b) Subject to the removal of all Temporary Assets under clause 7.5 to Endeavour Energy's satisfaction, Endeavour Energy will issue the completed Permission to Connect to the Customer and the terms and conditions of this Model Standing Offer will apply to the completed Permission to Connect.
- (c) The Customer's Connection, as described in the Permission to Connect, may be connected to Endeavour Energy's Distribution System.
- (d) The Customer must ensure that:
 - (i) the Customer Installation Works and Contestable Works are undertaken in accordance with the Permission to Connect; and
 - (ii) where the Customer is an LV Customer, the Customer's ASP/2 returns the Permission to Connect to Endeavour Energy in accordance with clause (a)(i); and
 - (iii) it does not exceed the Import Capacity at the Connection Point.
- (e) Where the Customer is an LV Customer, the Customer must not (and must ensure the Customer's ASP/2 does not), without first obtaining Endeavour Energy's consent, connect the Site to Endeavour Energy's Distribution System other than in accordance with the Permission to Connect.

7.8 Premises Connection Assets

When the Customer has received the Letter of Acceptance in accordance with clause 7.2 and the Permission to Connect under clause 7.7, the Customer shall ensure that the Customer's **Electrical Professional** constructs, tests and commissions the Premises Connection Assets.

7.9 Warranty Bond

- (a) As a condition precedent to the issue by Endeavour Energy of the Letter of Acceptance in accordance with clause 7.2, Endeavour Energy may request the provision of, and the Customer must provide or ensure that the ASP/1 provides, a Warranty Bond in respect of the Network Connection Works on such terms as Endeavour Energy may, subject to clause 7.9(c), reasonably require.
- (b) Subject to the time limitations set out in clause 7.9(c), Endeavour Energy may recover from the Customer the costs incurred by Endeavour Energy in rectifying any defects in respect of the Network Connection Works by making a demand against the Warranty Bond.
- (c) Subject to there being no outstanding or unsettled demands made by Endeavour Energy against the Warranty Bond, Endeavour Energy must return the Warranty Bond to the Customer or its ASP/1 as the case may be, either:
 - (i) where no Temporary Assets have been installed, one year after the date of the Letter of Acceptance or such other period as the Customer or its ASP/1 and Endeavour Energy may have agreed in writing; or
 - (ii) where Temporary Assets have been installed, three years after the date of the Letter of Acceptance for the Temporary Assets or such other period as the Customer or its ASP/1 and Endeavour Energy may have agreed in writing.

7.10 Delivery of documents and information

- (a) The Customer must give to Endeavour Energy a copy of the Design Documentation and all other documents and information in respect of the construction of the Network Connection Works.
- (b) The Customer acknowledges and agrees that Endeavour Energy may retain a copy of the Endeavour Energy Certified Design and disclose the Endeavour Energy Certified Design and any other documentation describing the works to any other Accredited Service Providers and any Endeavour Energy employees, agents or advisors.
- (c) Where the Customer is an HV Customer, the Customer acknowledges and agrees that Endeavour Energy may provide a copy of the High Voltage Operation and Maintenance Protocol to subsequent customers at the Site.

7.11 Endeavour Energy may waive a condition

Notwithstanding clause 7.2, Endeavour Energy may, in its absolute discretion, issue the Customer with a Letter of Acceptance or Permission to Connect and procure that the Network Owner accepts a transfer of the Network Connection Works even if the Customer has not complied with all the requirements of that clause.

8.0 Provision of other services and works

8.1 Endeavour Energy Provided Chargeable Connection Services

- (a) Endeavour Energy will undertake any Endeavour Energy Provided Chargeable Connection Services at such time and in such manner as Endeavour Energy determines, having regard to any program that meets the Customer's target date for Completion.
- (b) Ownership of and title in any goods supplied by Endeavour Energy in connection with the provision of Endeavour Energy Provided Chargeable Connection Services will pass to the Customer upon payment of all Connection Charges due in respect of those goods until transfer is effected in accordance with clause 7.3.

8.2 Endeavour Energy Provided Connection Works and Reimbursable Works

- (a) Endeavour Energy to supply any Endeavour Energy Provided Connection Works at Endeavour Energy's cost

Endeavour Energy will supply, at its own cost, any Endeavour Energy Provided Connection Works at such time and in such manner as Endeavour Energy determines, having regard to the Network Connection Works Program and any targeted date for completion of the Network Connection Works.

- (b) Title to any Endeavour Energy Provided Connection Works or Reimbursable Works

All rights, title and ownership in any Endeavour Energy Provided Connection Works or Reimbursable Works will at all times vest in and remain with Endeavour Energy or the Network Owner (as the case may be).

- (c) Reimbursable Works
 - (i) On notice by Endeavour Energy to the Customer and subject to the Customer's acceptance of the price for the Reimbursable Works as determined by Endeavour Energy ("Reimbursable Works Contribution") the Customer will carry out or will ensure that the Customer's ASP/1 carries out, any Reimbursable Works.
 - (ii) Endeavour Energy will pay the Customer (or the Customer's ASP/1 as applicable) the Reimbursable Works Contribution after the Letter of Acceptance has been issued in accordance with clause 7.2.

- (iii) Endeavour Energy must not pay any of the Reimbursable Works Contribution to any party other than the Customer, unless the Customer provides Endeavour Energy with written permission to do so.

9.0 Grant of Leases, Easements or Licenses

9.1 Customer to grant interests in land

- (a) The Customer must, as and when required by Endeavour Energy:
 - (i) ensure at its cost that the transfer, grant, stamping (where applicable) and registration (where registrable) of any freehold interests, easements, leases, other interests in land (whether or not registrable) and/or licenses in favour of the Network Owner ("Land Interests") are undertaken which in the opinion of Endeavour Energy are required in respect of the land or premises of any other person, where any part of Endeavour Energy's Distribution Systems is (or will be) located, in order for Endeavour Energy to provide Customer Connection Services; and
 - (ii) sign such memoranda, consents or other documents reasonably required by Endeavour Energy to ensure that the Land Interests under clause 9.1(a)(i) are obtained.
- (b) Endeavour Energy may require the Customer to comply with clause 9.1(i) before construction of the Network Connection Works commences.
- (c) The Customer acknowledges and agrees Endeavour Energy may arrange for a caveat on title to the Premises to be lodged to protect the Network Owner's interest under this clause 9.0.
- (d) Where the document granting or transferring the Land Interest must be executed by the Network Owner, Endeavour Energy will obtain the executed document from the Network Owner.

9.2 Premises Connection Assets Site-specific Conditions

- (a) Endeavour Energy and the Customer acknowledge and agree that:
 - (i) Endeavour Energy has determined under sections 26, 27 and 28 of the ES Act that in order for Endeavour to provide the Customer with a safe and efficient supply of electricity at the Site; and
 - (ii) in consideration for Endeavour Energy doing so,

the Premises Connection Assets are required to be installed:
 - (iii) at a position and to a standard required by Endeavour at a place within the Site for Endeavour's use free of charge; and
 - (iv) are accordingly subject to the terms and conditions set out in this Model Standing Offer which include (where clause 1.1(c) applies) the Premises Connection Assets Site-specific Conditions.
- (b) Endeavour Energy and the Customer further acknowledge and agree that the Premises Connection Assets requirements specified in clause 1.1(a) apply as safety and technical requirements under jurisdictional legislation (namely sections 26, 27 and 28 of the ES Act), for the purposes of clause 5A.B.4(c)(4) of the National Electricity Rules.
- (c) Where the Premises Connection Assets:
 - (i) have been completed in accordance with this Model Standing Offer to Endeavour Energy's satisfaction; and
 - (ii) meet the PCA Site-specific Conditions Criteria,

Endeavour Energy may, at its discretion, issue a notice to the Customer advising that the Premises Connection Assets Site-specific Conditions will apply in respect of the Premises Connection Assets at the Site and they will apply accordingly with effect from the date of issue of the notice. The Customer must accordingly comply with and will be bound by all of the terms and conditions of the Premises Connection Assets Site-specific Conditions.

- (d) Any notice given by Endeavour Energy under clause 1.1(c) may be given in lieu of, or in addition to, any Land Interests required by Endeavour Energy under clause 9.1.

9.3 Rates and taxes

The Customer must pay all land based rates and charges in respect of the Site or any improvements erected on the Site and any other Tax levied in connection with works carried out in connection with the Standard Connection Service including, but not limited to, the Network Connection Works, the Contestable Works and the Customer Installation Works.

10.0 Customer Installation Works

- (a) The Customer must ensure that its licensed electrical contractor carries out any required Customer Installation Works to Endeavour Energy's Connection Standards and satisfaction, consistent with Good Industry Practice and in accordance with all Laws (including the Energy Laws), Australian Standards and the NSW Service and Installation Rules. The Customer accepts all risks associated with Customer Installation Works.
- (b) The Customer must ensure that all Customer Installation Works are fit for the purpose of Endeavour Energy supplying electricity at the Site from Endeavour Energy's Distribution System including complying with the requirements of any notice given by Endeavour Energy under clause (c) below.
- (c) Endeavour Energy may notify the Customer of any items in relation to the Customer Installation Works that, in the reasonable opinion of Endeavour Energy, must be completed in order for the Customer Installation Works to be fit for the purpose of Endeavour Energy supplying electricity at the Site from Endeavour Energy's Distribution System.
- (d) The Customer must maintain records and diagrams, if available, of the Customer Installation Works and provide copies to Endeavour Energy promptly on request where applicable.

11.0 Metering

11.1 Provision and installation of Meter

- (a) The Customer must ensure that its Retailer (or, if it is a Large Customer and has chosen to directly appoint a Metering Coordinator, its Metering Coordinator) has provided and installed a Meter for the Customer's Connection that is consistent with Good Industry Practice and complies with the requirements of all Laws (including the Energy Laws), the Service and Installation Rules of NSW and Endeavour Energy's Connection Standards, unless Endeavour Energy has agreed to an unmetered special small service.
- (b) Endeavour Energy may at its discretion require proof that the Meter complies with Energy Laws and Service and Installation Rules of NSW.
- (c) Endeavour Energy, the Network Owner or the Network Lessee (as the case may be) at all times owns any Metering Equipment which had been previously supplied by Endeavour Energy and remains for the purpose of its original use.
- (d) Compliance with this clause 11.1 is a precondition to energisation of a new or upgraded Customer's Connection, and a new or upgraded Embedded Generator.

11.2 Embedded Network Establishment Arrangements

If the Customer has indicated in the Application that it intends to operate an Embedded Network at the Customer's premises located on the Site, it must comply with the Embedded Network Establishment Arrangements set out in Schedule 2:.

12.0 Time for completion of works

- (a) The Customer acknowledges and agrees that:
 - (i) the timely progression and Completion of the Standard Connection Service requested by the Customer depends upon the Customer's Electrical Professional(s); and
 - (ii) accordingly Endeavour Energy does not control, nor does Endeavour Energy make any representation as to, or accept any responsibility for, the time taken by the Customer's Electrical Professional(s) in carrying out any works in connection with the Customer's requested Standard Connection Service.
- (b) It is the Customer's responsibility to agree timeframes for commencing and completing the Standard Connection Service with the Customer's Electrical Professional(s).

13.0 NOSW and Energisation

13.1 Notification of Service Works (NOSW), Notification of Metering Works (NOMW) and Notification of Energisation

- (a) Immediately after the Customer's **relevant Electrical Professional** has finished the establishment of, or alteration to, the Customer's Connection, subject to clause 13.1(a), the Customer must provide, or ensure that the Customer's **Electrical Professional** (as the case may be) provides, Endeavour Energy with:
 - (i) a NOSW, Compliance Certificate and Permission to Connect for the Contestable Works;
 - (ii) a Compliance Certificate for the Customer Installation Works and any other works carried out at the Site by the Customer's Electrical Professional where relevant; and
 - (iii) a copy of any notice issued under clause (c) advising that the Premises Connection Assets Site-specific Conditions will apply in respect of the Premises Connection Assets at the Site.
- (b) Where the Customer is an LV Customer, the Customer must ensure that the Customer's ASP/2 notifies Endeavour Energy using the NOSW within 2 Business Days of completing the Contestable Works and/or energising the Customer's Connection.
- (c) Where the Customer is an HV Customer, Endeavour Energy will energise the Customer's Connection.
- (d) Where a Customer's Retailer, or Metering Coordinator directly appointed by the Customer or their Retailer, has arranged for the provision of a Meter, the Customer must ensure the Metering Provider provides Endeavour Energy with a NOMW, within 2 business days of the completion of the metering works.

13.2 Refusal to energise the Site

Endeavour Energy reserves the right to refuse to energise the Site if, in Endeavour Energy's view, the safety, security or capacity of its network may be compromised.

14.0 Alternative Control Services

- (a) Alternative Control Services will be provided by Endeavour Energy and may include, but are not limited to:
 - (i) site establishment which includes NMI creation;
 - (ii) coordination with the AEMO;
 - (iii) providing access to permit an Accredited Service Provider to carry out Contestable Works on or near Endeavour Energy's Distribution System;
 - (iv) inspections of work carried out by an Electrical Professional;
 - (v) assessment of the Proposed Method of Supply and approval of the Design;
 - (vi) the preparation (and issue to the Customer) of the Permission to Connect; and
 - (vii) other work of an administrative nature.
- (b) Endeavour Energy will undertake Alternative Control Services at such time and in such manner as Endeavour Energy reasonably determines.
- (c) The Customer is ultimately responsible for the payment of Alternative Control Services Charges for any Alternative Control Services provided by Endeavour Energy. The Customer's Retailer or an Electrical Professional may pay the Alternative Control Services Charges on behalf of the Customer but if they fail to pay, the Customer is responsible.

15.0 intellectual property rights

- (a) Nothing in this Model Standing Offer affects ownership of Intellectual Property belonging to Endeavour Energy, the Network Owner, the Customer, or the Customer's Accredited Service Providers.
- (b) Endeavour Energy grants the Customer and the Customer's Accredited Service Providers a non-exclusive and royalty free licence to use Endeavour Energy Information for the purposes of developing the Endeavour Energy Certified Design and the Network Connection Works ("**Licensed Purpose**").
- (c) The Customer:
 - (i) must only use, and must ensure the Customer's Accredited Service Providers only use, Endeavour Energy Information for the Licensed Purpose;
 - (ii) grants and must ensure that the Customer's Accredited Service Providers grant, Endeavour Energy an irrevocable, royalty free, licence in perpetuity to use, reproduce and exploit all Intellectual Property in the Draft Design, the Endeavour Energy Certified Design and any Design Documentation.

16.0 Right of access, inspection and defects

16.1 Endeavour Energy to have right of access

- (a) The Customer must provide Endeavour Energy and any person authorised by Endeavour Energy safe and unhindered access to and over the Site for any purpose or activity in connection with the undertaking of a Standard Connection Service by Endeavour Energy including, but not limited to:
 - (i) the inspection of any Contestable Works, Customer Installation Works or other electrical works carried out by the Customer's Electrical Professionals at the Site;
 - (ii) restoring Endeavour Energy's Distribution System to its Initial State where the Customer has not done so in accordance with the requirements of clause 19.3; and
 - (iii) the exercise of any other function conferred on Endeavour Energy under any Energy Laws.
- (b) The Customer is taken to have given consent to Endeavour Energy, or any person authorised by Endeavour Energy, accessing the Site in exercise of its rights under clause 16.1(a) on acceptance of Endeavour Energy's offer on the terms of this Model Standing Offer.
- (c) Notwithstanding clause 16.1(b), Endeavour Energy will use reasonable endeavours to give 5 Business Days' notice to the Customer when it requires internal access to any building on the Site under clause 16.1(a).

16.2 Inspection of works and Correction of Defects

- (a) While Endeavour Energy periodically carries out inspections for the purpose of auditing and assessing the extent to which ASP/1s and/or ASP/2s are complying with the requirements of Energy Laws and Endeavour Energy's Connection Standard in establishing customer connections at numerous sites over a period of time, Endeavour Energy does not represent or warrant that it will carry out an inspection at the Customer's Site.
- (b) Endeavour Energy does not represent or warrant that any inspection carried out by Endeavour Energy will identify any or all faults or Defects to the Network Connection Works, Contestable Works or Customer Installation Works, nor that those works are free from fault or Defects if none are identified in the course of any such inspection.
- (c) The Customer remains responsible and liable for the condition of the Network Connection Works, Contestable Works and Customer Installation Works and all other electrical works carried out at the Site by or on behalf of the Customer.
- (d) Endeavour Energy may, at any time, notify the Customer of:
 - (i) any Defects in relation to the Network Connection Works, Contestable Works or the Customer Installation Works; or
 - (ii) any items in relation to the Network Connection Works, Contestable Works or the Customer Installation Works that must be completed before Endeavour Energy commences supplying electricity at the Site.
- (e) The Customer must ensure that the Customer's Electrical Professional or Retailer (as the case may be) corrects any Defects and undertakes any items of work contained in the notice under clause 16.2(d) as soon as practicable.

17.0 Payment

17.1 Customer to pay Accredited Service Providers and other parties

- (a) The Customer is responsible for all charges and costs payable to:
 - (i) the Customer's Electrical Professionals for all goods and services provided by them in connection with the provision of the Standard Connection Service requested by the Customer;
 - (ii) all charges and costs payable to the Customer's Retailer for goods or services provided by the Customer's Retailer in connection to the carrying out of the Customer's Installation Works; and
 - (iii) Endeavour Energy for all Alternative Control Services provided in accordance with this Model Standing Offer.
- (b) The Customer acknowledges that it has asked Endeavour Energy to deal with the Customer's Electrical Professionals in relation to the provision of the Standard Connection and the invoicing of Connection Charges. Any amounts payable by the Customer in accordance with clause 17.1(iii) are to be paid to the Customer's Electrical Professional who will pay those amounts to Endeavour Energy on the Customer's behalf, and receipt of those amounts by the Customer's Electrical Professional will satisfy the Customer's payment obligations under that clause.

17.2 Invoices

- (a) Subject to clause 17.2(b), Endeavour Energy may send the Customer or the Customer's Electrical Professional an invoice on or after the last day of a calendar month for any services carried out by Endeavour Energy during or prior to that calendar month.
- (b) If Endeavour Energy requires payment by the Customer in advance of providing a service or carrying out any works, Endeavour Energy may send a payment advice to the Customer or the Customer's Electrical Professional.
- (c) An invoice or payment advice provided by Endeavour under clause 17.2(a) must separately identify each applicable Connection Charge and may be stated inclusive or exclusive of GST.
- (d) Where an amount paid by the Customer or the Electrical Professional on the Customer's behalf under this Model Standing Offer is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.
- (e) Within 20 Business Days from the date of an invoice issued by Endeavour Energy (or such other period as may be set out in Endeavour Energy's invoice) the Customer or the Electrical Professional must pay to Endeavour Energy the amount set out in such invoice.

17.3 Pioneer Policy

If, within seven years of the date of the Customer's Application, a new customer makes an Application in respect of which Endeavour Energy will use all or any part of the Customer's Network Connection Works in order to provide a Connection Service to the new customer, then the Pioneer Policy will apply, a copy of which is available on Endeavour Energy's [website](#).

18.0 Risk and liability

18.1 Risks accepted by the Customer

- (a) The Customer accepts all risks associated with the Network Connection Works, Contestable Works and the Customer Installation Works including, but not limited to:
 - (i) the risk of any delay or increased cost in relation to the carrying out of those works;
 - (ii) the risk of obtaining any required Authorisations for those works;
 - (iii) the risk of carrying out those works in accordance with all Energy Laws;
 - (iv) any faults or Defects in relation to those works and remediation of those faults or Defects; and
 - (v) the risk of maintaining:
 - (A) the Network Connection Works and the Contestable Works (while each of those works are in the Customer's care under clause 1.1(a));
 - (B) the Customer Installation Works; and
 - (C) at all times, the area around the Network Connection Works, Contestable Works and the Customer Installation Works, including but not limited to clearing vegetation and maintaining such clearance,

in accordance with applicable safety standards and complying with any safety-related corrective works required by notice from Endeavour Energy to be undertaken by the Customer within a specified time.
- (b) The Customer acknowledges and agrees that:
 - (i) Endeavour Energy has no liability in respect of any delay to, or additional costs for, the Network Connection Works, Contestable Works or Customer Installation Works and any other Loss suffered or incurred by the Customer arising from the occurrence of any of the risks set out in clause 18.1(a); and
 - (ii) it is not entitled to, and must not make, a Claim against Endeavour Energy arising out of or in connection with the occurrence of any of the risks set out in clause 18.1(a).

18.2 Responsibility and care of the works

- (a) The Customer is responsible for:
 - (i) the care of the Network Connection Works until they are transferred to the Network Owner in accordance with clause (a);
 - (ii) the care at all times of the Network Connection Works that remain in the ownership of the Customer under clause 7.5; and
 - (iii) the care of the Premises Connection Assets until they are transferred to the Network Owner in accordance with clause (c).
- (b) The Customer must (at its cost) promptly make good any loss of or damage to the Network Connection Works or Premises Connection Assets while the Customer is responsible for their care to the extent that those works affect the safety, security or reliability of Endeavour Energy's Distribution System.
- (c) The Customer will indemnify Endeavour Energy for any Loss suffered by Endeavour Energy in relation to any Endeavour Energy Provided Connection Works while the Customer is responsible for their care.

18.3 Indemnity

The Customer will indemnify Endeavour Energy for any Loss suffered by Endeavour Energy and against all liability in respect of any Claim which may be taken or made against Endeavour Energy:

- (a) for:
 - (i) loss of, or damage to, or loss of use of, any real or personal property; or
 - (ii) personal injury, disease or illness (including mental illness) to, or death of, any person,

arising from or in connection with the carrying out of the Network Connection Works, Contestable Works, the Customer Installation Works or a breach of this Model Standing Offer by the Customer while the Network Connection Works or Premises Connection Assets are in the Customer's care;

- (b) that the Draft Design, Endeavour Certified Design or any Design Documentation (or their use) infringe any Intellectual Property;
- (c) as a result of any failure by the Customer to comply with applicable Laws;
- (d) in connection with:
 - (i) any Defects or faults in the Network Connection Works, Contestable Works or the Customer Installation Works;
 - (ii) the unauthorised connection of any load or the connection of any load that varies from the connection outlined in the Permission to Connect without first obtaining Endeavour Energy's permission;
 - (iii) the Customer's Electrical Professional or Retailer carrying out the Network Connection Works, Contestable Works or Customer Installation Works, including any work directed by Endeavour Energy in accordance with clause 16.2;
 - (iv) any failure by the Customer to ensure that the Customer's Electrical Professional or Retailer carry out any work directed in a notice provided by Endeavour Energy in accordance with clause 16.2;
 - (v) the undertaking of Endeavour Energy Provided Chargeable Connection Services by Endeavour Energy to the extent that such Claim arises as a direct or indirect consequence of an act or omission of the Customer; or
 - (vi) any failure by the Customer to maintain:
 - (A) the Network Connection Works and the Premises Connection Assets until the Network Owner takes ownership of the Premises Connection Assets in accordance with clause (a);
 - (B) the Customer Installation Works; or
 - (C) at all times, the area around the Network Connection Works, Contestable Works and the Customer Installation Works,

in accordance with applicable safety standards or any failure by the Customer to comply with any safety-related corrective works required by notice from Endeavour Energy to be undertaken by the Customer within the specified time; and
- (e) by the Customer's Electrical Professional in relation to amounts payable by the Customer to the Customer's Electrical Professional in connection with the provision of the Standard Connection Service.

18.4 Operation of indemnities

Endeavour Energy may recover a payment under an indemnity in this Model Standing Offer before it makes any payment in respect of which the indemnity is given.

18.5 Endeavour Energy's liability in respect of Endeavour Energy Supplied Services

- (a) If the Customer has the benefit of statutory guarantees under the Competition and Consumer Act 2010, nothing in this contract is intended to exclude, modify or restrict those guarantees. Where permitted, Endeavour Energy's liability for breach of those guarantees is limited to resupplying the goods or the service (or paying for the resupply).
- (b) Endeavour Energy's liability for loss or damage (including consequential loss) incurred by the Customer or a person making a Claim against the Customer arising out of:
 - (i) any failure by Endeavour Energy to comply with its obligations in respect of undertaking Endeavour Energy Supplied Services;
 - (ii) any problems with or deficiencies in Endeavour Energy Supplied Services undertaken in accordance with this Model Standing Offer; or
 - (iii) any failure (in contract, tort or negligence),

is limited as far as the law permits to resupplying the goods or service (or paying for the resupply)

- (c) Subject to paragraph (a) above and otherwise to the extent permitted by law, Endeavour Energy is not liable under this Model Standing Offer for failure to supply goods or services where such failure is due to events beyond our control.

19.0 Termination

19.1 Endeavour Energy's notice to remedy

If a Customer Event of Default occurs, then Endeavour Energy may give the Customer a notice which must state:

- (a) that it is a notice given under this clause 19.1;
- (b) the nature of the Customer Event of Default; and
- (c) if, in the reasonable opinion of Endeavour Energy:
 - (i) the Customer Event of Default is capable of remedy, that the Customer is required to remedy the Customer Event of Default within the period specified in the notice (such period to be reasonable and in any event no less than 20 Business Days); or
 - (ii) the Customer Event of Default is not capable of remedy, that the Customer Event of Default is not capable of remedy.

19.2 Termination by Endeavour Energy

If:

- (a) Endeavour Energy issues a notice under clause 19.1 and the Customer fails to remedy the Customer Event of Default within the period specified in that notice;
- (b) Endeavour Energy issues a notice under clause 19.1 and the notice states the Customer Event of Default is not capable of remedy;
- (c) a period of more than 12 months passes without the Customer (whether personally or through the Customer's Accredited Service Provider(s)) performing any material obligations under this Model Standing Offer; or

- (d) the Customer is an HV Customer and the Customer transfers ownership or control of its premises to another person, thereby necessitating a review of the energy load allocated to the premises,

then Endeavour Energy may terminate this Model Standing Offer by notice to the Customer with effect from the date on which the notice is served and the provisions of clause 19.3 will apply.

19.3 Consequences of termination for Customer Event of Default

If this Model Standing Offer is terminated by Endeavour Energy under clause 19.2 the Customer must:

- (a) in relation to any Network Connection Works, as soon as reasonably practicable, at its cost, carry out all works necessary to return Endeavour Energy's Distribution System to its condition or effective operating state ("**Initial State**") immediately before any Network Connection Works, Endeavour Energy Provided Chargeable Connection Services, Alternative Control Services or Customer Installation Works had been carried out;
- (b) return any Endeavour Energy Provided Connection Works to Endeavour Energy; and
- (c) pay Endeavour Energy for:
 - (i) all Alternative Control Services and any other amounts payable to Endeavour Energy under this Model Standing Offer; and
 - (ii) any other costs incurred by Endeavour Energy in terminating this Model Standing Offer including, but not limited to, the costs of attending the Site for that purpose and, where the Customer has not complied with clause 19.3(a) within 90 days, the cost of any works carried out by Endeavour Energy to restore its Distribution System to the Initial State.

19.4 No prejudice to accrued rights and survival of certain terms

- (a) The termination of this Model Standing Offer by a party under this clause 19.0 is without prejudice to the accrued rights of that party at the time of such termination.
- (b) Despite any rule of law or equity to the contrary, this Model Standing Offer may not be terminated other than as provided in this Model Standing Offer.
- (c) Clause 19.3 survives the termination or expiry of this Model Standing Offer.

20.0 Confidentiality

20.1 Use and disclosure of Confidential Information

A party ("**Recipient**") which acquires Confidential Information of the other party ("**Discloser**") must not:

- (a) use any Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Model Standing Offer; or
- (b) disclose any Confidential Information except in accordance with this clause 20.0.

20.2 Disclosures to personnel and advisers

- (a) The Recipient may disclose Confidential Information to an officer, employee, agent, contractor, financial or other professional adviser or the Network Owner if:
 - (i) the disclosure is necessary to enable the Recipient to perform its obligations or to exercise its rights under this Model Standing Offer; and
 - (ii) prior to disclosure, the Recipient informs the person of the Recipient's obligations in relation to the Confidential Information under this Model Standing Offer and obtains an undertaking from the person to comply with those obligations.

- (b) The Recipient must ensure that any person to whom Confidential Information is disclosed under clause 20.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 20.2(a).
- (c) The Recipient may disclose Confidential Information to its legal advisers for the purpose of obtaining legal advice in relation to the Recipient's rights and obligations under this Model Standing Offer.

20.3 Disclosures required by law

- (a) Subject to clause 20.3(b), the Recipient may disclose Confidential Information that the Recipient is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Authority, stock exchange or other regulatory body.
- (b) If the Recipient is required to make a disclosure under clause 20.3(a), the Recipient must:
 - (i) to the extent possible, notify the Discloser immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (ii) consult with and follow any reasonable directions from the Discloser to minimise disclosure; and
 - (iii) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

21.0 Notices

- (a) Notices under this Model Standing Offer must be sent in writing, unless this Model Standing Offer or the National Electricity Rules say otherwise.
- (b) A notice sent under this Model Standing Offer is taken to have been received:
 - (iv) (delivery in person) on the date it is handed to the person, left at the person's premises or one of Endeavour Energy's offices (which excludes depots) or successfully faxed to the person (which occurs when the sender receives a transmission report to that effect); or
 - (v) (delivery by post) on the date five (5) business days after it is posted; or
 - (vi) (delivery by fax) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between the parties.
- (c) For the purposes of providing a notice in accordance with this clause 21.0, a person's contact details for delivery of notices are those set out in the Application.

22.0 Amendment

This Model Standing Offer can only be amended by Endeavour Energy through publication of relevant amendments on Endeavour Energy's website in accordance with the requirements of the National Energy Retail Law and any other applicable Law.

23.0 Complaints and Dispute Resolution

23.1 Dispute resolution

- (a) The Customer may ask Endeavour Energy to review its decisions in connection with the Standard Connection Service provided in accordance with the terms and conditions of this Model Standing Offer.
- (b) Endeavour Energy's procedures for dealing with complaints, disputes and requests for review of its decisions are set out in the Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes which are available on request, and on Endeavour Energy's website at www.endeavourenergy.com.au.
- (c) If the Customer is a Small Customer, the Customer may, without any cost to the Customer, refer any complaint or dispute arising in connection with Endeavour Energy's provision of the Standard Connection Service to the Energy and Water Ombudsman of NSW (**EWON**) and Endeavour Energy agrees to abide by any decision of EWON made in relation to such a dispute.
- (d) The Customer acknowledges that:
 - (i) the EWON may require the Customer to provide Endeavour Energy with an opportunity to address the Customer's complaint or dispute in accordance with the Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes before it will investigate the Customer's complaint or dispute; and
 - (ii) generally the EWON expects Customers to have attempted to resolve the complaint or dispute with Endeavour Energy before contacting EWON.

23.2 Referral to Australian Energy Regulator

- (a) The processes and procedures described in clause **Error! Reference source not found.** do not limit the Customer's rights under the National Electricity Law to refer a dispute:
 - (i) regarding the terms and conditions of this Model Standing Offer; or
 - (ii) about the Connection Charges payable to Endeavour Energyto the AER as an access dispute under the National Electricity Law.
- (b) The Customer acknowledges that the AER may require the Customer to attempt to resolve a dispute with Endeavour Energy in accordance with the Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes before the AER will investigate and determine the dispute.

24.0 General

24.1 Consents

Where this Model Standing Offer contemplates that Endeavour Energy may agree or consent to something (however it is described), Endeavour Energy may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this Model Standing Offer expressly contemplates otherwise.

24.2 Jurisdiction and governing law

- (a) This Model Standing Offer is governed by and must be construed according to the laws in force in New South Wales.

- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts.

25.0 Interpretation

25.1 Definitions

The following definitions apply in this Model Standing Offer.

"Accreditation Scheme" means the scheme for the accreditation of service providers to undertake Contestable Works established under section 31 of the *ES Act* and under Part 10 of the *ES Regulation*, being:

- (a) the 'Scheme for the Accreditation of Service Providers to Undertake Contestable Works' published by the NSW Department of Industry and Investment in September 2010 ; or
- (b) any amended or replacement scheme established under the regulation from time to time.

"Accredited Service Provider" means a person accredited in relation to Endeavour Energy's Distribution Network as an ASP/1, ASP/2 or ASP/3 in accordance with the Accreditation Scheme.

"AEMO" means the Australian Energy Market Operator.

"AEMO Procedures" means any procedures created and published by AEMO under Chapter 7 of the National Electricity Rules, including but not limited to the MSATS or any varied or replacement procedures issued by AEMO from time to time.

"AER" means the Australian Energy Regulator.

"Alternative Control Services" means any of the services identified as Alternative Control Services in the AER's New South Wales Distribution Determination for Endeavour Energy current at the time and which, in the opinion of Endeavour Energy, are required in order for Endeavour Energy to provide Customer Connection Services or to enable the Contestable Works to be carried out.

"Alternative Control Services Charges" means any charges payable for the provision of Alternative Control Services by Endeavour Energy as determined from time to time under the Energy Laws and published in the Network Price List.

"Application" means an application for a Connection Service signed by or on behalf of a customer and submitted to Endeavour Energy.

"Approved Materials" means materials satisfying the requirements of the Design Brief and other materials approved by or provided for sale by Endeavour Energy for use in works on or to Endeavour Energy's Distribution System.

"Approval Notice" has the meaning given in clause (c)(D).

"ASP/1" means an individual or entity accredited by NSW Trade and Investment in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (or as amended) as a level 1 accredited service provider for construction.

"ASP/2" means an individual or entity accredited by NSW Trade and Investment in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (or as amended) as a level 2 accredited service provider for service and metering works on Endeavour Energy's Distribution Network in one of the following categories:

- (a) Category 1 - disconnection/reconnection
 - (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) disconnection and reconnection of Customer's mains to existing overhead service lines at point of attachment or service fuses
 - (iii) replacement of service fuse(s) service active and neutral links
- (b) Category 2 - underground services;

- (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) installation and connection of underground service lines up to the point of supply
 - (iii) disconnection and reconnection of service lines or Customer's mains to the connection point
 - (iv) replacement of service fuse(s) service active and neutral links
- (c) **Category 3 - overhead services;**
- (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) installation and connection of underground service lines up to the point of supply
 - (iii) relocation or upgrading of an existing overhead service line and restoration of supply on completion
 - (iv) disconnection and reconnection of service lines at the point of attachment
 - (v) replacement of service fuse(s) service active and neutral links; or
- (d) **Category 4 - metering and energising installation;**
- (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) installation and removal of whole current metering equipment in accordance with the local distributor's published standards
 - (iii) energising installations.

"ASP/3" means an individual or entity accredited by NSW Trade and Investment in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (or as amended) as a level 3 accredited service provider for design services.

"Authorisation" means:

- (a) an approval, consent, declaration, exemption, notarisation, licence, permit, certificate, waiver or other authorisation, however described, required by any Law; and
- (b) in relation to anything that could be prohibited or restricted by Law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment; and
- (c) an authorisation issued by Endeavour Energy to an Accredited Service Provider allowing that Authorised Service Provider to work on or near Endeavour Energy's Distribution System.

"Authority" means any:

- (a) government, government department or government agency;
- (b) governmental, semi-governmental or judicial person; or
- (c) other person (whether autonomous or not) who is charged with the administration of a Law.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

"Child Connection Point" has the meaning given to that term in Chapter 10 of the National Electricity Rules.

"Child Meter" means a Meter installed or to be installed at a Child Connection Point in respect of the Embedded Network.

"Child NMI" means a child NMI issued, or to be issued, by AEMO under the AEMO Procedures in respect of a Child Meter for a Child Connection Point, as referred to in Schedule 2.

"Claim" includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such Claim:

- (a) under or in connection with this Model Standing Offer;
- (b) by statute;
- (c) in tort for negligence or otherwise, including negligent misrepresentations; or
- (d) in restitution for unjust enrichment.

"Completion" means when all works required for provision of the Standard Connection Service requested by the Customer are completed to Endeavour Energy's satisfaction in accordance with this Model Standing Offer so that they are capable of being used by Endeavour Energy to supply electricity at the Site and Endeavour Energy has either been notified by the Customer that the Customer's Connection has been energised in accordance with clause (b) or Endeavour Energy has energised the Customer's Connection in accordance with clause **Error! Reference source not found.**

"Compliance Certificate" means a Certificate of Compliance Electrical Work completed by an electrical contractor in accordance with the requirements of the *Electrical (Consumer Safety) Act 2004* and the *Electricity (Consumer Safety) Regulation 2006*.

"Confidential Information" means information that:

- (a) relates to the business, assets or affairs of the disclosing party;
- (b) is made available by or on behalf of the disclosing party to the receiving party or is otherwise obtained by or on behalf of the receiving party; and
- (c) is by its nature confidential or the receiving party knows, or ought to know, is confidential,

but excludes the Endeavour Energy Certified Design. Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this Agreement.

"Connection Charges" means the charges set out in 1.1(b) payable in consideration for the provision of the Standard Connection Service and the performance by Endeavour Energy of its obligations under this Model Standing Offer, including any charges payable to Endeavour Energy under the Embedded Network Establishment Arrangements set out in Schedule 2. These charges are non-contestable.

"Connection Contract" means the contract formed by acceptance of this Model Standing Offer.

"Connection Point" means that point (as determined by Endeavour Energy) on the Site at which the service lines and equipment forming part of Endeavour Energy's Distribution System (or which will form part of it, upon Completion) connect to the Customer's Electrical Installation.

"Connection Service" has the meaning given to that term in Chapter 5A of the National Electricity Rules.

"Contestable Works" has the same meaning as "contestable network service" under section 31A of the ES Act and includes any works required to enable Endeavour Energy to supply electricity at the Site and which the Customer may choose to have undertaken by an Accredited Service Provider in accordance with section 31 of the ES Act.

"Customer" means each customer identified in an Application;

"Customer Connection Service" has the meaning given to that term in the National Energy Retail Law.

"Customer Event of Default" means any failure by the Customer to comply with this Model Standing Offer including, but not limited to any one or more of the following:

- (a) the Customer abandons the Network Connection Works, Contestable Works or the Site;

- (b) the Customer fails, within 45 business days, to rectify any Defect advised by Endeavour Energy in accordance with clause (d);
- (c) the Customer fails within the specified time to comply with a notice from Endeavour Energy requiring safety-related corrective works to be undertaken in accordance with clause (a)(v);
- (d) the Customer fails to provide Endeavour Energy or its personnel with access to the Site in accordance with this Model Standing Offer;
- (e) the Customer fails to ensure the grant of any Land Interest under clause 9.0;
- (f) the Customer is or becomes insolvent; or
- (g) the Customer fails to pay any amount due and payable by the Customer to Endeavour Energy pursuant to this Model Standing Offer.

"Customer Installation Works" means:

- (a) any works in relation to the Customer's Electrical Installation that the Customer must undertake in addition to the Contestable Works to establish or alter the Customer's Connection as required under the Standard Connection Service; and
- (b) works to establish metering arrangements (including a Meter) for the Customer's Connection in accordance with the requirements of all Energy Laws, the Service and Installations Rules of NSW and Endeavour Energy's Connection Standards.

Customer Installation Works will be identified in the Design Brief and the Endeavour Energy Certified Design.

"Customer's Accredited Service Provider" means an ASP/1, ASP/2 or ASP/3 engaged by the Customer in relation to the Contestable Works to be carried out under the Standard Connection Service sought by the Customer (as specified in the Application).

"Customer's ASP/1" means the ASP/1 contractor engaged by the Customer for construction of the Network Connection Works and identified in the Letter of Intent as the ASP/1 for the Works.

"Customer's ASP/2" means the ASP/2 engaged by the Customer to carry out the Contestable Works.

"Customer's ASP/3" means the ASP/3 contractor engaged by the Customer to prepare the Proposed Method of Supply and/or the Draft Design.

"Customer's Connection" means:

- (a) the physical link between Endeavour Energy's Distribution System and the Site to allow a supply of electricity to the Site no less than Threshold Capacity and up to Maximum Capacity; and

"Customer's Electrical Installation" has the same meaning as "electrical installation" under the Energy Laws and includes the electrical wiring and associated equipment that are used to convey, and control the conveyance of, electricity within the Site on the Customer's side of the Connection Point including any Meter.

"Customer's Retailer" means the Retailer responsible in accordance with the National Energy Retail Law for selling the electricity consumed at the Site to the Customer.

"Deemed AER Approved Standard Connection Contract for Large Customers" means a customer connection contract that is taken to be entered into under section 76 of the National Energy Retail Law.

"Deemed Standard Connection Contract" means a customer connection contract that is taken to be entered into under section 70 of the National Energy Retail Law.

"Defect" means:

- (a) any defect, deficiency, fault, error or omission in the Network Connection Works, Contestable Works or the Customer Installation Works; or
- (b) any:

- (i) cracking, shrinkage, movement or subsidence; or
- (ii) aspect of the Network Connection Works, Contestable Works or the Customer Installation Works,

which is not in accordance with the requirements of this Model Standing Offer.

"Design Brief" means the information and documents provided by Endeavour Energy following assessment of the Proposed Method of Supply to provide the basis for preparation of the Draft Design.

"Design Brief Expiry Date" has the meaning given in clause (i).

"Design Documentation" means all design documentation (including specifications, models, calculations, material test results and drawings) in electronic and written forms which the Customer or any other person creates in respect of the Customer's Connection (including the design of temporary works), including the Endeavour Energy Certified Design and any Endeavour Energy Information incorporated into such documentation.

"Design Expiry Date" has the meaning given in clause (e).

"Discloser" has the meaning given in clause 20.1.

"Dispute" means any dispute or difference which arises between Endeavour Energy and the Customer under or in connection with this Model Standing Offer.

"Distribution System" has the meaning given to that term in the ES Act.

"Draft Design" means the design for the Network Connection Works prepared by the Customer's ASP/3 and includes all relevant documentation, information, and other such data that may be required by Endeavour Energy to consider and assess the design.

"Electrical Professional" means a third party to the Connection Contract who is undertaking services for the Customer relevant to this Connection Contract and includes an Metering Coordinator directly appointed by the Customer or their Retailer, an electrical contractor, and an Accredited Service Provider, as the case may be.

"Embedded Network" means the Customer's network connected to Endeavour Energy's Distribution System.

"Embedded Network Establishment Arrangements" means all of the requirements for the establishment of the embedded network at the customer installation as set out in schedule 2.

"Embedded Network Manager" has the meaning given to that term in Chapter 10 of the National Electricity Rules.

"Encumbrance" means an interest or power:

- (a) reserved in or over any interest in any asset, including any retention of title; or
- (b) created or otherwise in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust, or power by way of security for the payment of debt or any other monetary obligation or the performance of any other obligation and whether existing or agreed to be granted or created.

"EN Customer" means a person (other than the Customer or the owner or operator of the Embedded Network) who owns, occupies or operates premises or facilities:

- (a) located within the Embedded Network; and
- (b) which are supplied with electricity from (or which supply electricity to) the Embedded Network.

"EN Customer Connection Point" means, for each EN Customer, the point of electrical connection (or supply) between:

- (a) the Embedded Network; and
- (b) the premises or facilities owned, occupied or operated by the EN Customer which are located within the Embedded Network and which are supplied with electricity from (or which supply electricity to) the Embedded Network.

"Endeavour Energy" means the Endeavour Energy Network Operator Partnership (ABN 11 247 365 823), trading as Endeavour Energy, a partnership carried on under that name by:

- (a) Edwards O Pty Limited (ACN 618 643 486) as trustee for the Edwards O Trust;
- (b) ERIC Epsilon Operator Corporation 1 Pty Ltd (ACN 617 221 735) as trustee for the ERIC Epsilon Operator Trust 1;
- (c) ERIC Epsilon Operator Corporation 2 Pty Ltd (ACN 617 221 744) as trustee for the ERIC Epsilon Operator Trust 2;
- (d) ERIC Epsilon Operator Corporation 3 Pty Ltd (ACN 617 221 753) as trustee for the ERIC Epsilon Operator Trust 3; and
- (e) ERIC Epsilon Operator Corporation 4 Pty Ltd (ACN 617 221 771) as trustee for the ERIC Epsilon Operator Trust 4.

"Endeavour Energy Certified Design" means the form of the Draft Design approved by Endeavour Energy through issue of an Approval Notice in accordance with clause (c)(D).

"Endeavour Energy Information" means any information or documentation:

- (a) provided; or
- (b) made accessible or available,

by Endeavour Energy to the Customer, the Customer's ASP/3 or the Customer's ASP/1 and includes all information in the Design Brief.

"Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes" means, at any time, the latest version of Endeavour Energy's procedures for customer complaints, appeals and disputes, as published on Endeavour Energy's website at www.endeavourenergy.com.au.

"Endeavour Energy Provided Chargeable Connection Services" means certain types of works on Endeavour Energy's Distribution Network assets, plant or equipment required to enable Connection Services to be provided to the Customer and which need to be undertaken by Endeavour Energy:

- (a) to ensure Endeavour Energy can meet its system security, reliability or health and safety obligations; or
- (b) because those works require specialised services unavailable in the market for contestable services.

"Endeavour Energy Provided Connection Works" means high voltage connection works to be installed in order to service a multi-occupant development that is connected or to be connected to an urban network where:

- (a) at the time of receipt of an application for Customer Connection Services in respect of the multi-occupant development, there is a reasonable likelihood that those works will be used by other customers outside the development in the foreseeable future; or
- (b) those works are capable of being physically moved and usefully employed in another location (whether or not this is likely to occur).

"Endeavour Energy Supplied Services" means the Endeavour Energy Provided Connection Works, the Endeavour Energy Provided Chargeable Connection Services and the Alternative Control Services.

"Endeavour Energy's Connection Standards" means the following Laws, codes and standards:

- (a) Electricity Supply Act 1995 (NSW);
- (b) Electricity Supply (General) Regulation 2001 (NSW);
- (c) Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);

- (d) Electricity (Consumer Safety) Act 2004 (NSW);
- (e) Electricity (Consumer Safety) Regulation 2006 (NSW);
- (f) the Service and Installation Rules of NSW;
- (g) Home Building Act 1989 (NSW);
- (h) the National Electricity Rules;
- (i) All Australian Standards relating to Electrical Installations including, but not limited to, AS/ NZS 3000 – Wiring Rules and AS/ NZS 3017 – Electrical Installations – Testing and inspection guidelines;
- (j) Endeavour Energy Customer Funded Contestable Service Work Guidelines (Level 1);
- (k) Endeavour Energy Customer Funded Contestable Service Work Guidelines (Level 2);
- (l) Endeavour Energy's Standards; and
- (m) Endeavour Energy's Electrical Safety Rules.

"Endeavour Energy's Deemed AER Approved Standard Connection Contract for Large Customers" means the standard form customer connection contract for the supply of electricity to an identified class of Large Customers, as established by Endeavour Energy and published on Endeavour Energy's website from time to time in accordance with sections 75, 76 and 77 of the National Energy Retail Law. A copy of the current form of this document is available at: www.endeavourenergy.com.au.

"Endeavour Energy's Design Requirements" means the design requirements set out in Endeavour Energy's Technical Standards

"Endeavour Energy's Distribution System" means the Distribution System that is owned by the Network Owner, leased to the Network Lessee and operated and maintained by Endeavour Energy under a sub-lease.

"Endeavour Energy's Electrical Safety Rules" means the rules setting out the accepted safe methods for working on or near electrical assets which are owned, operated or controlled by Endeavour Energy and represent the minimum accepted standards.

"Endeavour Energy's Generator Connection Agreement" means Endeavour Energy's standard form "Generator Connection Agreement" developed by Endeavour Energy for connection of Embedded Generation that are not exempt with a capacity of above 5MW as amended and updated from time to time and published on Endeavour Energy's website at www.endeavourenergy.com.au.

"Endeavour Energy's Customer Funded Contestable Service Work Guidelines" means the current "Customer Funded Contestable Service Work Information" developed by Endeavour Energy for Level 2 Accredited Service Providers and Authorised Persons.

"Endeavour Energy's Customer Funded Contestable Work Guidelines (Level 1 ASP)" means the current "Customer Funded Contestable Work Information" developed by Endeavour Energy for Level 1 Accredited Service Providers and Authorised Persons.

"Endeavour Energy's Customer Funded Contestable Work Guidelines (Level 3)" means the current "Customer Funded Contestable Work Information" developed by Endeavour Energy for Level 3 Accredited Service Providers and Authorised Persons.

"Endeavour Energy's Standards" means all of Endeavour Energy's standards relating the performance of works on, connecting to, or in the vicinity of, Endeavour Energy's Distribution System, as published and communicated by Endeavour Energy to Accredited Service Providers from time to time.

"Energy and Water Ombudsman" or **"EWON"** means the energy ombudsman approved by the Minister under s96B of the ES Act for, among other things, the purposes of the National Energy Retail Law and ES Act.

"Energy Laws" means any Law that governs or affects any one or more of the supply or delivery of electricity to the Customer or the emission of greenhouse gases in the production, transmission, distribution, supply or consumption of electricity or the cost of complying with any new or changed laws of the gas industry generally and includes, without limitation, the ES Act, the ES Regulations, the National Electricity Rules, the National Electricity Law and the National Energy Retail Law.

"ES Act" means the *Electricity Supply Act 1995* (NSW).

"ES Regulation" means the *Electricity Supply (General) Regulation 2001* (NSW).

"Exempt Embedded Generator" means an Embedded Generator that is exempt by AEMO from the requirement to register as a generator in accordance with section 2.2.1(c) of the National Electricity Rules and guidelines issued by AEMO under that section.

"Good Electricity Industry Practice" has the meaning given in the National Electricity Rules.

"Good Industry Practice" means the standard adopted by a reasonable and prudent person in the circumstances (and may include Good Electricity Industry Practice, if applicable in the particular circumstances).

"HV Customer" means a Customer who takes electricity supply at 11,000 volts or above.

"Import Capacity" means the measure of the electricity (expressed in amperes) that can be received from the Endeavour Energy's Distribution System by the Customer's Electrical Installation through the Connection Point.

"Initial Meeting" has the meaning given in clause 6.0.

"Initial State" has the meaning given in clause (a).

"Inspection and Commissioning Plan" means the plan developed by Endeavour Energy for the inspection and testing of the Network Connection Works, as identified in the Endeavour Energy Certified Design.

"Inspection Hold Point" means an identified point or milestone in the Inspection and Commissioning Plan for the Network Connection Works.

"Intellectual Property" means all present and future rights conferred by Law in or in relation to any copy right, moral rights, trade marks, designs, patents, circuit layouts, business and domain names, inventions and other result of any intellectual activity in any field whatsoever.

"Land Interests" has the meaning given to that expression in clause (i).

"Large Customer" has the meaning given to that term in the National Energy Retail Law.

"Law" means:

- (a) Commonwealth, State, local or other government legislation, regulations, by-laws and other subordinate legislation;
- (b) any duty, obligation or requirement of the principles of the common law or equity;
- (c) any requirements of an Authority (including Authorisations and conditions in respect of any Authorisations); and
- (d) guidelines, plans or policies of a Commonwealth, State or local government or Authority with which the Customer is required to comply.

"Letter of Acceptance" means a notice issued by Endeavour Energy notifying the Customer that the Network Owner is prepared to accept transfer of all assets installed in respect of the Network Connection Works.

"Letter of Intent" means a notice (in the form provided by Endeavour Energy) issued by the Customer to Endeavour Energy notifying Endeavour Energy of the details of the Customer's Accredited Service Providers and other information and arrangements that Endeavour Energy requires notice of prior to commencement of the Network Connection Works.

"Licensed Purpose" has the meaning given to that expression in clause (b).

"Loss or Losses" means all damages, costs, losses, expenses, Claims and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.

"LV Customer" means a Customer who takes electricity supply at below 11,000 volts.

"Maximum Capacity" means the Import Capacity of the Customer's Connection as notified to the Customer by Endeavour Energy in the Permission to Connect.

"Meter" means a 'metering installation' as defined in the National Electricity Rules.

"Metering Coordinator" has the same meaning as in the National Electricity Rules. **"Metering Data"** has the same meaning as in the National Electricity Rules.

"Metering Database" has the same meaning as in the National Electricity Rules.

"Metering Equipment" means all measurement and control equipment located on the premises distribution board owned by Endeavour Energy or owned by the Network Owner and leased to the Network Lessee and sub-leased to Endeavour Energy or owned by the Network Lessee and leased to Endeavour Energy (as the case may be) which includes, but not limited to, meters, load control equipment, CT's and VT's.

"Metering Installation" has the same meaning as in the National Electricity Rules.

"Metering Point" has the same meaning as in the National Electricity Rules.

"Metering Provider" has the meaning given in the National Electricity Rules.

"Micro Embedded Generator" has the meaning given to that term in Chapter 5A of the NER.

"Model Standing Offer" means the terms and conditions set out in this document entitled "Model Standing offer for a Standard Connection Service Terms and Conditions".

"MSATS Procedures" means the Market Settlement and Transfer Solution Procedures made and amended in accordance with the National Electricity Rules as published from time to time.

"MSATS System" means the MSATS system referred to in the MSATS Procedures.

"MW" means megawatts.

"National Electricity Law" means the National Electricity Law set out in the Schedule to the *National Electricity (South Australia) Act 1995* (SA).

"National Electricity Market" has the same meaning as in the National Electricity Law.

"National Electricity Rules" means the *National Electricity Rules*.

"National Energy Retail Law" means the National Energy Retail Law set out in the Schedule to the *National Energy Retail Law (South Australia) Act 2012* (SA).

"National Energy Retail Rules" means the *Nation Energy Retail Rules*.

"Network Connection Works" means works required to augment or extend Endeavour Energy's Distribution System for the purpose of providing either:

- (a) the Standard Connection Service to be carried out by an ASP/1; or
- (b) a Temporary Builder's Supply.

"Network Connection Works Complete Declaration" means a declaration **and** issued by the Customer's ASP/1 to Endeavour Energy once completion of the Network Connection Works has been achieved.

"Network Connection Works Program" means the program for the Network Connection Works to be prepared by the Customer in accordance with this Model Standing Offer.

"Network Lessee" means the Endeavour Energy Network Asset Partnership (ABN 30 586 412 717), a partnership carried on under that name by:

- (a) Edwards A Pty Limited (ACN 618 642 961) as trustee for the Edwards A Trust;
- (b) ERIC Epsilon Asset Corporation 1 Pty Ltd (ACN 617 221 575) as trustee for the ERIC Epsilon Asset Trust 1;
- (c) ERIC Epsilon Asset Corporation 2 Pty Ltd (ACN 617 221 655) as trustee for the ERIC Epsilon Asset Trust 2;
- (d) ERIC Epsilon Asset Corporation 3 Pty Ltd (ACN 617 221 708) as trustee for the ERIC Epsilon Asset Trust 3; and
- (e) ERIC Epsilon Asset Corporation 4 Pty Ltd (ACN 617 221 726) as trustee for the ERIC Epsilon Asset Trust 4.

"Network Owner" means Epsilon Distribution Ministerial Holding Corporation and its successors and assigns, that owns the assets which form part of Endeavour Energy's Distribution System, which are leased to the Network Lessee and are operated and maintained by Endeavour Energy under a sub-lease.

"Network Price List" means the network price list published on Endeavour Energy's website at www.endeavourenergy.com.au.

"NMI" means a National Metering Identifier as described in clause 7.3.1(d) in the National Electricity Rules.

"NOMW" means, in relation to the Customer's Connection, a Notification of Metering Works which is the notification of work performed at a metering installation. Unless specified otherwise, the NOMW must be sent to us via the B2B e-Hub and be in the format as defined in the B2B Procedure.

"NOSW" means, in relation to the Customer's Connection, a Notification of Service Work, which must be submitted by the Customer or Customer's Accredited Service Provider to Endeavour Energy via the NOSW application on completion of the Contestable Works in accordance with clause (i).

"Off-Market Connection Point" means an EN Customer Connection Point for which:

- (a) a Child NMI is not issued (or has been deactivated); and
- (b) for which a Market Participant (as defined in the National Electricity Rules) is not, or is not proposed to be, financially responsible (as defined in the National Electricity Rules).

"Original Customer" has the meaning given in 1.1(b).

"Parent NMI" has the meaning given to that term in clause **Error! Reference source not found.** of Schedule 2:

"Parent Connection Point" has the meaning given in the National Electricity Rules, and in the Model Standing Offer means a connection point which is to be treated as a Parent Connection Point in accordance with clause **Error! Reference source not found.** of Schedule 2:

"Parent Meter" means a Meter to be installed at a Parent Connection Point in accordance with the National Electricity Rules and the AEMO Procedures.

"PCA Site-specific Conditions Criteria" means the following requirements which must be met by Premises Connection Assets, for the purposes of clause 1.1(c):

- (a) the Premises Connection Assets include a Substation (together with associated service lines and equipment) located at the Site in order to connect the Customer's premises to Endeavour Energy's Distribution System;
- (b) the Substation is located on or within 5 meters of the boundary between the Site and the road servicing the Site, or within such other length between the two as may be acceptable to Endeavour Energy (as evidenced by its issuing of a notice under clause 1.1(c));
- (c) there are no obstacles or other impediments to the connection of the Substation to Endeavour Energy's Distribution System that cannot be removed without undue cost or delay, as determined by Endeavour Energy, and access to and from the Substation from the road can be readily achieved by Endeavour Energy (as evidenced by the issue of a notice under clause 1.1(c)); and
- (d) any overhead or underground electricity service lines or cables required to connect the Substation to Endeavour Energy's Distribution System are (or will be) no longer than 5 meters in length, or such other length as may be acceptable to Endeavour Energy (as evidenced by its issuing of a notice under clause 1.1(c)).

"Permission to Connect" means a notice issued by Endeavour Energy to the Customer permitting the Customer's Connection as described in that notice to be connected to Endeavour Energy's Distribution System.

"Pioneer Policy" means Endeavour Energy's policy developed in accordance with the requirements of the AER's Connection Charge Guidelines for the purposes of calculating

amounts to be refunded to retail customers under clause 5A.E.1(d) a copy of which is available on Endeavour Energy's website at www.endeavourenergy.com.au.

"Premises Connection Assets" means all components of Endeavour Energy's Distribution System dedicated to the supply of electricity to the Site from Endeavour Energy's Distribution System including all service lines and, on transfer of the Contestable Works in accordance with clause (c) includes the service mains from the street to the Customer's Electrical Installation.

"Premises Connection Assets Site-specific Conditions" means the terms and conditions applicable to the Premises Connection Assets at the Site as set out in 0.

"Project Commencement Notification" means formal notification of commencement of construction of the Network Connection Works.

"Proposed Method of Supply" has the meaning given in clause (a).

"Recipient" has the meaning given in clause 20.1.

"Regulatory Control Period" has the meaning given to that term in the National Electricity Rules.

"Reimbursable Works" means works carried out by or on behalf of the Customer that are identified in the Design Brief as funded by Endeavour Energy through reimbursement to Customer.

"Reimbursable Works Contribution" has the meaning given in clause (c).

"Rejection Notice" has the meaning given in clause (c)(E).

"Relevant ASP" means:

- (a) Where the Customer is an LV Customer, the Customer's ASP/2; or
- (b) where the Customer is an HV Customer the Customer's ASP/1.

"Retailer" has the meaning given to that term in the National Energy Retail Law.

"Service and Installation Rules of NSW" means the rules of that name prepared by the Service and Installation Rules of New South Wales Committee and published by the NSW Department of Planning and Environment as amended and updated from time to time.

"Site" means the Customer's premises identified in the Application.

"Site-specific Condition" means a condition of connection to premises, or a requirement imposed in relation to a connection at premises, that is peculiar to those premises.

"Small Customer" has the meaning given to that term in the National Energy Retail Law, being a customer who purchase electricity principally for personal, household or domestic use at premises, or a business customer who consumes less than 160Mwh of electricity per annum at business premises.

"Standard Connection Service" means the Standard Connection Services referred to in clause 3.0.

"Standard Connection" means the establishment of a new connection (or the alteration of an existing connection) between Endeavour Energy's Distribution System and the Customer's premises at the Site at low or high voltage, where:

- (a) the premises at the Site are not within a declared urban area; or
- (b) the required total supply requirements from Endeavour Energy's Distribution System to the Site, including existing load, is no less than the Threshold Capacity; and
- (c) the Customer is not eligible to apply for a Basic Connection Service from Endeavour under any Model Standing Offer for a Basic Connection Service established by Endeavour Energy under Chapter 5A of the National Electricity Rules.

"Substation" means transformers, switchgear and associated equipment ordinarily required for the purposes of a substation used to connect a customer's electrical installation to Endeavour Energy's Distribution System.

"Tax" means a tax, levy, contribution requirement, duty, charge, deduction or withholding, however it is described, that is imposed by law (including by an Authority), together with any

related interest, penalty, fine or other charge, other than one that is imposed on net income in any jurisdiction.

"Temporary Assets" has the meaning given to that term in clause (a).

"Temporary Builder's Supply" means an electricity supply provided on a temporary basis exclusively for the use of the civil construction contractor to construct the premises at the Site.

"Test" means, in relation to the Network Connection Works, a test of the Network Connection Works conducted in accordance with tests identified in the Inspection and Commissioning Plan.

"Threshold Capacity" means a supply of electricity greater than 100 amperes for single phase power or 63 amperes per phase for three phase.

"Type 1-4 Meter" means a type 1, 2, 3 or -4 metering installation, as defined and required under the Energy Laws.

"Warranty Bond" means an unconditional and irrevocable bank guarantee for an amount determined by Endeavour Energy, having regard to the value of the Network Connection Works which is:

- (a) issued by a bank acceptable to Endeavour Energy (in its absolute discretion);
- (b) in a form acceptable to Endeavour Energy (in its absolute discretion);
- (c) payable on demand; and
- (d) capable of being drawn in Sydney.

"Work Health and Safety Laws" means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW), as amended or replaced from time to time.

25.2 Rules for interpreting this Model Standing Offer

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Model Standing Offer, except where the context makes it clear that a rule is not intended to apply.

- (a) A word or expression used in this Model Standing Offer which is not defined in the Model Standing Offer, but is defined in the Application has the same meaning as in the Application.
- (b) A reference to:
- (c) a clause or Schedule is a reference to a clause or Schedule of this Model Standing Offer, unless the context requires otherwise;
- (d) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (e) a party identified in this Model Standing Offer or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- (f) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (g) anything (including a right, obligation or concept) includes each part of it.
- (h) A singular word includes the plural, and vice versa.
- (i) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (j) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

- (k) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (l) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (m) wherever "include" or any form of that word is used, it will be construed as if it were followed by "without being limited to".
- (n) To the extent of any inconsistency between the terms of this Model Standing Offer and the requirements of the Energy Laws, the Energy Laws prevail.

25.3 Non Business Days

If the day on or by which a person must do something under this Model Standing Offer is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

Schedule 1: Connection Charges

- 1.1 Alternative Control Services Charges payable in accordance with clause **Error! Reference source not found.**(c) including any pre-connection service charge, connection service charge and post-connection service charge as determined by the AER under the Energy Laws and published in the Network Price List.
- 1.2 Charges for Endeavour Energy Provided Chargeable Connection Services provided by Endeavour Energy under clause 8.1 as published in the Network Price List.
- 1.3 Any charges referable to amounts that Endeavour Energy is entitled to recover from the Customer in accordance with clause 5A.E.1 of the National Electricity Rules (in relation to a refund that Endeavour is required to make in accordance with Energy Laws to another retail customer ("**Original Customer**") following a connection asset ceasing to be dedicated to the exclusive use of the Original Customer through establishment of the Customer's Connection) in accordance with the requirement of Energy Laws and Endeavour Energy's Pioneer Policy.
- 1.4 Amounts payable in accordance with Schedule 2 and Schedule 3.

Schedule 2: Embedded Network Arrangements

1. Establishment of an Embedded Network

- (a) Subject to paragraph 1(b) of this Schedule, the Customer may at any time give Endeavour Energy a written notice of its intention to establish an Embedded Network at its Site and requesting that:
 - (i) a Connection Point connecting the Customer's premises to Endeavour Energy's Distribution System be treated by Endeavour Energy as a "Parent Connection Point" for the Embedded Network, for the purposes of the AEMO Procedures;
 - (ii) the NMI issued or to be issued by Endeavour Energy for that Parent Connection Point be classified as a "**Parent NMI**" for the purposes of the AEMO Procedures; and
 - (iii) a code for the Embedded Network be issued by Endeavour Energy to AEMO for the purposes for the Parent Connection Point in accordance with the MSATS Procedures.
- (b) Before issuing a notice to Endeavour Energy under paragraph **Error! Reference source not found.** of this Schedule the Customer must comply with paragraphs 1(f)(i), 1(h)(i) and 1(h)(ii), as well as paragraph 2, of this Schedule in respect of each EN Customer Connection Point.
- (c) As soon as reasonably practicable after receiving a notice in accordance with paragraph **Error! Reference source not found.** of this Schedule, Endeavour Energy may request:
 - (i) such information from the Customer or the Customer's Embedded Network Manager as may reasonably be required by Endeavour Energy to evidence the Customer's compliance with paragraph 1(b) of this Schedule; and
 - (ii) (without limiting the forgoing) such information and single line diagrams in relation to the proposed location, electrical configuration, wiring and metering for the proposed Parent Connection Point and all EN Customer Connection Points (for both Child Connection Points and Off-Market Connection Points) as is reasonably required by Endeavour Energy.
- (d) As soon as reasonably practicable after receiving a notice in accordance with paragraph **Error! Reference source not found.** of this Schedule or receiving the information reasonably requested under paragraph 1(c) of this Schedule (whichever is the later), Endeavour Energy will provide the Customer with an estimate of its costs of complying with the Customer's request.
- (e) As soon as reasonably practicable after receiving the Customer's written acceptance of an estimate given by Endeavour Energy under paragraph 1(d) of this Schedule, and provided that Endeavour Energy is satisfied that the Customer (or the Customer's Retailer) has satisfied or will satisfy the metrology requirements specified in clause 1(g) of this Schedule, Endeavour Energy will ensure that:
 - (i) the NMI issued by Endeavour Energy for the Parent Connection Point is issued or classified as a "**Parent NMI**" for the purposes of the AEMO Procedures; and
 - (ii) a code for the Embedded Network is issued to AEMO for the Parent Connection Point in accordance with the MSATS Procedures,
 - (iii) but Endeavour Energy will not be responsible for issuing, registering or activating any Child NMIs under the AEMO Procedures.
- (f) The Customer must ensure that its Embedded Network Manager:
 - (i) applies to Endeavour Energy under the MSATS Procedures for the issue of a separate code for the Embedded Network to AEMO for each Parent Connection Point requested or to be requested by the Customer under paragraph **Error! Reference source not found.** of this Schedule; and
 - (ii) applies to AEMO for any Child NMIs required for Child Connection Points in the Embedded Network; and

- (iii) provides the Metering Coordinator, the Retailer and the Customer with any such Child NMIs issued by AEMO; and
 - (iv) registers any Child NMIs issued by AEMO with AEMO in accordance with the AEMO Procedures.
- (g) For the purposes of clause **Error! Reference source not found.** of this Schedule, the following metrology requirements must be satisfied in accordance with the National Electricity Rules, the AEMO Procedures and Endeavour Energy's technical requirements:
- (i) all pre-existing NMIs previously issued by Endeavour Energy or AEMO in respect of all EN Customer Connection Points have been either deactivated (in the case of Off-Market Connection Points) or extinguished (in the case of Child Connection Points);
 - (ii) any metering equipment for any such EN Customer Connection Points which belongs to Endeavour Energy, the Network Owner or the Network Lessee (as the case may be) is disposed of;
 - (iii) a Child Meter is installed for each Child Connection Point and a Parent Meter is installed at the Parent Connection Point, in accordance with the National Electricity Rules and the AEMO Procedures;
 - (iv) any Child NMIs issued by AEMO in respect of any Child Connection Points are registered and activated;
 - (v) compliance with all applicable requirements of the National Electricity Rules and AEMO Procedures in relation to the:
- (A) ongoing provision, installation and maintenance of a Child Meter at each Child Connection Point; and
- (B) collection, processing and delivery of metering data (including delivery to the metering database) gathered by or stored in each Child Meter; and
- (vi) compliance with all other applicable requirements of the National Electricity Rules and AEMO Procedures.
- (h) The Customer must ensure:
- (i) it is registered as a network service provider under the National Electricity Rules or is exempt from registration and complies with the conditions of any such exemption;
 - (ii) it has appointed an Embedded Network Manager for the Embedded Network; and
 - (iii) the Embedded Network Manager complies with all requirements under the National Electricity Rules and AEMO Procedures.

2. Consents and Acknowledgements for EN Customer Connection Points

- (a) Before or upon making any written request to Endeavour Energy under paragraph **Error! Reference source not found.** of this Schedule the Customer must:
- (i) comply with all Laws relating to the conversion of parts of the existing Distribution System to an Embedded Network; and
 - (ii) give notice in writing to each EN Customer addressing the matters and satisfying the requirements set out in paragraph **Error! Reference source not found.** of this Schedule; and
 - (iii) give a copy of the notice to Endeavour Energy.
- (b) A notice given to an EN Customer for the purposes of paragraph 2(a)(ii) of this Schedule must:
- (i) be in writing;
 - (ii) clearly identify the electricity supply, sale and metering arrangements that the Customer proposes will apply to the EN Customer in respect of its Child Connection Point or Off-Market Connection Point (as applicable);
 - (iii) state that the EN Customer's premises are connected directly to the Customer's Embedded Network, not connected to Endeavour Energy's Distribution Network, and that the EN Customer has no contract or agreement with Endeavour Energy for connection to Endeavour Energy's Distribution Network;

- (iv) be in a form consistent with all requirements under all Laws, including the AER's Network Service Provider Exemption Guideline (if applicable); and
- (v) be in a form which is satisfactory to Endeavour Energy.

3. Responsibility for Embedded Network

- (a) The Customer acknowledges and agrees that Endeavour Energy is not and cannot at any time be taken to be the financially responsible market participant, exempt embedded network service provider, embedded network manager, metering provider, metering data provider, or Metering Coordinator for any Meter at EN Customer Connection Points.
- (b) The Customer indemnifies Endeavour Energy in relation to any Claims made against Endeavour Energy by any person for loss or damage suffered in connection with:
 - (i) the Customer's, the Customer's Retailer's or the Customer's Embedded Network Manager's performance of (or failure to perform) any of the obligations identified for each of them respectively in this Schedule;
 - (ii) any of the Embedded Network Establishment Arrangements undertaken in accordance with this Schedule including, but not limited to:
 - (A) the issue of any Child NMI to the Customer's Retailer or the registration or non-registration of any Child NMI in MSATS System; or
 - (B) the extinguishment, non-extinguishment, activation or deactivation of any NMI or Child NMI in MSATS System by the Customer's Retailer;
 - (iii) the alteration, establishment, re-configuration or removal of any EN Customer Connection Points;
 - (iv) the installation or removal of any Meter at any EN Customer Connection Points and the cost of any electricity recorded, not recorded or improperly recorded by such a Meter;
 - (v) any electricity supply failure or interruption in supply associated with the operation of the Embedded Network, except to the extent that such loss or damage is caused by Endeavour Energy's negligence or breach of this contract; and
 - (vi) any other activity by the Customer or its agents or subcontractors in connection with the implementation of Embedded Network Establishment Arrangements contemplated by this Model Standing Offer.
- (c) For the purposes of paragraph 3**Error! Reference source not found.**, the "cost of any electricity" includes all network charges and all other amounts payable to the relevant Retailer in respect of the sale and supply of that electricity.

3.2 Payment of Endeavour Energy's costs

- (a) The Customer must pay Endeavour Energy's costs of complying with its obligations under this Schedule including, but not limited to, amounts specified in an estimate given under paragraph 1(d) of this Schedule, as invoiced by Endeavour Energy to the Customer from time to time, within 30 days of invoice.
- (b) If Endeavour Energy reasonably anticipates that it will incur costs in complying with Endeavour Energy's obligations under this clause which are not the subject of an estimate provided to the Customer pursuant to paragraph 1(d) of this Schedule, Endeavour Energy will use reasonable endeavours to provide an estimate of those costs to the Customer before they are incurred.
- (c) Endeavour Energy will provide the Customer with an updated estimate of its costs of complying with its obligations under this Schedule if Endeavour Energy considers that those costs will materially differ from an earlier estimate.

Schedule 3: Embedded Generator Terms and Conditions (10kW - 5MW)

1. About these terms and conditions

These are Endeavour Energy's terms and conditions for the provision of connection services in respect of an Exempt Embedded Generator.

These terms and conditions include the attachments and the annexures listed in paragraph 11.

1.1 Services provided under these terms and conditions

Subject to these terms and conditions Endeavour Energy agrees to provide the Customer with all the services described in this Model Standing Offer and the Connection Contract and:

- (a) connection services so as to enable the parallel connection of the Generating Plant described in Annexure 1 and the Export of energy to Endeavour Energy's Distribution System up to the Authorised Export Limit;
- (b) Use of System Services so as to enable the transport of electricity from the Connection Point through Endeavour Energy's Distribution System, up to the Authorised Export Limit.

1.2 Commencement of terms and conditions

By signing the Operating Agreement the Customer consents to Endeavour Energy providing connection services to each Connection Point.

These terms and conditions commence on the Actual Start Date.

If more than one Connection Point is specified, the Customer's and Endeavour Energy's rights under these terms and conditions may be exercised in respect of any one or more of the Connection Points without affecting the continued application of this contract to any other Connection Points.

1.3 Compliance with laws and requirements

To ensure the safe and efficient operation of Endeavour Energy's Distribution System and the provision of connection services to the Customer's property both the Customer and Endeavour Energy agree to comply with the all applicable Laws (including Energy Laws) and the Rules and Standards in relation to these terms and conditions. The Customer must also comply with all reasonable requirements of Endeavour Energy's Authorised Persons and inspectors.

If the Generating Plant is not owned by the Customer then the Customer must ensure that the owner of the Generating Plant complies with these terms and conditions as if it were a party to them and had the obligations imposed on the Customer under it. This does not affect the Customer's obligation to comply with these terms and conditions. Without limiting Endeavour Energy's rights under these terms and conditions, the Customer must do this in a manner which Endeavour Energy can enforce directly against the owner of the Generating Plant.

1.4 Availability of terms and conditions and other information

Endeavour Energy will provide to the Customer on request a copy of these terms and conditions and those other documents incorporated in these terms and conditions under the same conditions applicable to this Model Standing Offer and the Connection Contract.

2. Duration

Endeavour Energy agrees to provide the Customer with connection services at each Connection Point and from the actual start date and until the earlier of:

- (a) the Actual End Date; or
- (b) the end of the date that these terms and conditions are terminated.

Endeavour Energy will notify the Customer of the Actual Start Date for the commencement of the provision of connection services for the Generating Plant under these terms and conditions.

Unless Endeavour Energy and the Customer have entered into a new connection agreement for a Connection Point, the Customer must disconnect each Connection Point from the distribution system on the effective date of termination under paragraph 9.

3. Requirements relating to connection services and required services

3.1 Agreements/Registrations/Meter Provisions

The Customer will, prior to electrically connecting the Generating Plant to the Distribution System:

- (a) obtain any licences, approvals, permits or authorities or otherwise register as required under Energy Laws;
- (b) register as a Generator with AEMO if required by the National Electricity Law; and
- (c) ensure that its Retailer has appointed a Metering Coordinator or, if it is a Large Customer has chosen to directly appoint a Metering Coordinator, in respect to each Connection Point.

3.2 Works

The Customer will:

- (a) supply, install, test, commission, operate, maintain and repair the Generating Plant in accordance with the Rules and Standards and these terms and conditions;
- (b) operate the Generating Plant in accordance with the Rules and Standards and these terms and conditions and within the constraints specified in the Authorised Export Limit;
- (c) satisfy Endeavour Energy that the Customer's earthing arrangements do not impact or potentially impact on the operation of Endeavour Energy's earth fault, neutral earth fault or sensitive earth fault protection schemes;
- (d) consult with Endeavour Energy with respect to the design, installation and commissioning of the Generating Plant to achieve compatibility of operation between the Generating Plant and the Distribution System;
- (e) support and provide all reasonable assistance in relation to Endeavour Energy's applications for any authorisation required in respect of the Interconnection Works;
- (f) ensure the inspection of the Generating Plant by Authorised Persons for compliance with Energy Laws, the Rules and Standards and any other applicable standard and if such inspection reveals any areas of non-compliance, remedy these prior to the Generating Plant being connected to the Distribution System;
- (g) rectify any non-compliance of the Generating Plant with Energy Laws, the Rules and Standards or this contract identified through any testing or inspection required under any Energy Laws or the Rules and Standards; and
- (h) comply with the provisions, if any, of the Energy Laws and the Rules and Standards relating to the parameter settings for protection and control equipment at each Connection Point;

3.3 Connection Requirements

The Customer will ensure that the Generating Plant complies with the connection requirements as described in the Technical Requirements for Ongoing Connection (Annexure 1).

3.4 Compliance Testing and Commissioning

The Customer will prepare, or ensure the preparation of, and submit for approval by Endeavour Energy the Generator Commissioning Program in compliance with Endeavour Energy's reasonable requirements.

Endeavour Energy will agree in writing or propose amendments to the Generator Commissioning Program within two weeks of receiving the Generator Commissioning Program from the Customer. The Customer may not undertake or allow any testing or commissioning of the Generating Plant until the Generator Commissioning Program is satisfactory to Endeavour Energy.

In the event that Endeavour Energy fails to respond to the Customer in relation to the Generator Commissioning Program within two weeks of receiving the program, then Endeavour Energy will be deemed to have agreed to the Generator Commissioning Program.

Prior to the initial connection of the Generating Plant to each Connection Point, Endeavour Energy will be entitled to inspect and where reasonably necessary test or witness the Customer's testing of a Connection Point and those parts of the Generating Plant that have a direct effect on a Connection Point in accordance with the Generator Commissioning Program to satisfy itself that the Generating Plant is acceptable for connection and complies in all material respects with the requirements of these terms and conditions and the National Electricity Rules. If the Customer does not own the Generating Plant on its property the Customer agrees to ensure us the right to do this.

On completion of the inspection and tests, Endeavour Energy will notify the Customer, as soon as practicable, of any Generator Deficiency detected during such tests or inspection.

3.5 Non-compliance

If Endeavour Energy identifies a Generator Deficiency, Endeavour Energy must notify the Customer in writing of the Generator Deficiency within a reasonable period of becoming aware of any such Generator Deficiency and set out in writing the nature of the Generator Deficiency and suggest steps which the Customer may take, or may ensure to be taken, to correct any such deficiency and provide such other information and assistance as is reasonably necessary to assist the Customer in enabling the Generator Deficiency to be rectified.

Where, in Endeavour Energy's reasonable opinion the Generator Deficiency would have a material adverse effect on a Connection Point or Endeavour Energy's Distribution System then until the Customer remedies, or ensures the remedy of, the Generator Deficiency and the Generating Plant is acceptable and complies in all material respects with the requirements of these terms and conditions and the National Electricity Rules then the Generating Plant must not be connected to the Connection Point.

Where, in Endeavour Energy's reasonable opinion the Generator Deficiency would not have a material adverse effect on the point of supply or the distribution system, Endeavour Energy will permit connection of the Generating Plant to the point of supply and the Customer must remedy, or ensure the remedy of, the Generator Deficiency as soon as reasonably practicable and notify Endeavour Energy in writing when such remedy has been effected.

If any party disputes the existence of any Generator Deficiency, and/or whether any such Generator Deficiency has been remedied, either party may refer this dispute for resolution in accordance with the provisions of this Model Standing Offer.

3.6 Operating Protocol

The Customer and Endeavour Energy must agree to negotiate in good faith to jointly develop and implement an Operating Protocol to ensure compliance with all regulatory requirements, the Rules and Standards and the personal safety of the Operators and the general public and to ensure satisfactory operations of the Generating Plant in parallel with the distribution system. The Operating Protocol must be agreed between the Customer and Endeavour Energy prior to the commencement of commissioning testing of the Generating Plant and will be subject to periodic review. If the Customer does not own the Generating Plant located at its property the Customer must ensure the involvement of the owner of the Generating Plant in these negotiations to the extent reasonably necessary for these things to be agreed.

Subject to the other requirements in clauses 3 and 4, the Customer must comply with the Operating Protocol that is agreed between the parties.

The Operating Protocol may be varied from time to time by written agreement between the parties. Endeavour Energy must promptly amend the Operating Protocol to reflect energy laws or material changes in good electricity industry practice.

3.7 Forced Outages and Involuntary Disconnection

In an Emergency Condition, or when so instructed by AEMO, the System Operator or any other regulatory authority, Endeavour Energy may:

- (a) disconnect (either through automatic disconnection equipment or through manual operator action) the generating system or Connection Point without notice to the Customer;

- (b) require the Customer to disconnect the generating system or Connection Point from the distribution system; or
- (c) require the Customer to restrict the Export of electricity,

provided that Endeavour Energy reasonably considers that disconnection or restriction is necessary to remove the Emergency Condition to enable Endeavour Energy to repair damage to the distribution system caused by an Emergency Condition, or to comply with an instruction of AEMO, the System Operator or the relevant regulatory authority.

During such disconnection or restriction, Endeavour Energy will use all reasonable endeavours to limit the duration of generating system disconnection from the distribution system.

3.8 Automatic disconnection equipment

The Customer to the extent required by energy laws must ensure or ensure that:

- (a) the Generating Plant will automatically disconnect itself when necessary to prevent any damage to the Generating Plant or threat to Power System Security; and
- (b) if the Generating Plant is disconnected from the Connection Point, that any equipment in the Generating Plant will be capable of being able to be safely shut down without the requirement of taking electricity at the Connection Point.

4. The Customer's responsibilities relating to Endeavour Energy's distribution system

In addition to the responsibilities detailed in the Connection Contract, the Customer will be responsible for the construction, commissioning and testing of any necessary works and the satisfaction of the requirements of Annexure 1.

4.1 Access

In addition to Endeavour Energy's rights under the Connection Contract, the Customer agrees to give or ensure that a third party give the meter readers and Authorised Persons safe access at all reasonable times to the property, the Generating Plant and the point of supply to:

- (a) enable Endeavour Energy to perform its obligations under these terms and conditions; or
- (b) enable the provision of connection services or electricity supply to the Generating Plant.

5. Meter reading equipment

5.1 The Customer's Responsibilities

In addition to the requirements of the Model Standing Offer and the Connection Contract, the Customer must ensure that its retailer (or, if it is a Large Customer and has chosen to directly appoint a Metering Coordinator, its Metering Coordinator) provides and maintains a National Electricity Rules compliant Meter at the Connection Point that is capable of recording electricity flows in all directions that power has a potential to flow.

For metering installations capable of recording import, Export and reactive power flows, reactive power units (kVARh) during times when real power (kWh) is being imported from the distribution system must be recorded separately from reactive power units during times when real power is being Exported to the distribution system.

6. Charges

In addition to any charges payable under the Model Standing Offer and Connection Contract:

- (a) the Customer must pay Endeavour Energy for any charges payable by the Customer under the Network Price List.

The Customer also acknowledges that Endeavour Energy is under no obligation under these terms and conditions to pay for electricity that the Customer Exports to the Endeavour Energy's Distribution System

6.2 Taxes

The Customer and Endeavour Energy each agree to pay GST on any taxable supplies made by either of them to the other in connection with these terms and conditions (except where they have indicated that a charge is inclusive of GST).

If these terms and conditions require the Customer or either of the Customer or Endeavour Energy ("the first party") to pay, reimburse, or contribute to an amount paid or payable by the other party ("the other party") in respect of an acquisition from a third party for which the other party is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the first party will be the value of the acquisition by the other party plus, if the other party's recovery from the first party is a taxable supply any GST payable.

7. Variation in charges

Endeavour Energy can vary the Network Price List at any time during the term of this contract in accordance with the conditions set out in the Connection Contract. The Customer acknowledges that a variation may result in charges being payable under these terms and conditions.

7.1 Variation by consent

Without limiting Endeavour Energy's rights under the Model Standing Offer or the Connection Contract, Endeavour Energy may vary this contract from time to time, with the Customer's prior written consent.

8. Invoices and Payments

Endeavour Energy will respectively send invoices of charges or other amounts payable to the Customer and payable to Endeavour Energy under these terms and conditions.

The Customer must pay Endeavour Energy any invoices Endeavour Energy sends to the Customer in accordance with the Model Standing Offer and the Connection Contract.

Endeavour Energy must pay any invoice the Customer sends for amounts payable under these terms and conditions within 30 days of receiving it.

9. Terminating these terms and conditions

9.1 Termination by Endeavour Energy

In addition to Endeavour Energy's rights under the Model Standing Offer and Connection Contract, Endeavour Energy may terminate these terms and conditions with respect to a Connection Point if:

- (a) Endeavour Energy exercises any of its rights to permanently disconnect a Connection Point;
- (b) any of the grounds Endeavour Energy has to disconnect under the Model Standing Offer or Connection Contract has occurred and Endeavour Energy has notified the Customer of its intention to terminate; or
- (c) the Customer has asked Endeavour Energy to disconnect that Connection Point.

9.2 Termination for Force Majeure

Where a party (the "non-affected party") has received notice from the other party (the "affected party") in accordance with paragraph 10 in relation to an event of Force Majeure, and the event of Force Majeure continues for more than 6 months, the non-affected party may terminate these terms and conditions by 10 business days' written notice to the affected party.

9.3 Termination date

Termination under this paragraph is effective the day a Connection Point is disconnected.

10. Force Majeure

Neither of the parties will be liable for a result of a failure or delay in performance or non-performance in whole or in part of any of their respective obligations under these terms and conditions other than an obligation to pay money) where such delay or non-performance is caused Force Majeure. A party affected by Force Majeure must give written notice of the relevant event of Force Majeure and the associated delay or non-performance to the other party and use reasonable endeavours to overcome that Force Majeure. Neither party will be required to expend unreasonable sums in rectifying any Force Majeure so it may perform its obligations under these terms and conditions.

11. General provisions

Attachments

The following attachments are incorporated in this contract:

Attachment 1 (Meaning of Words)

Annexure 1 - Technical Requirements for Ongoing Connection of the Generating System to the Distribution System

Annexure 2 - Compliance Monitoring Program

Attachment 1 (Meaning of words)

In this Schedule 3: capitalised words have the meaning defined in Schedule 1, in the Connection Contract or as explained in this Attachment. Meanings in this Attachment take precedence over Schedule 1 and the Connection Contract.

"Actual Start Date" means the date Endeavour Energy starts providing connection services to a Connection Point under these terms and conditions, as specified in the Operating Agreement.

"Actual End Date" means the date provided for in the Operating Agreement as the Actual End Date.

"AER Approved Deemed Standard Connection Contract for Large Customers" means Endeavour Energy's standard connection contract for large customers approved by the AER in accordance with section 75 of the National Energy Retail Law and published on Endeavour Energy's website at www.endeavourenergy.com.au (if any).

"Authorised Export Limit" means Export capacity that may pass through the Connection Point expressed as an instantaneous rate as further detailed in the Operating Agreement for normal Generating Plant operation.

"Authorised Person" means a person authorised by Endeavour Energy to do anything on Endeavour Energy's behalf under these terms and conditions, including a person appointed by Endeavour Energy under section 94 of the Electricity Supply Act 1995 (NSW).

"Connection Contract" means either the Deemed Standard Connection Contract or any AER Approved Deemed Standard Connection Contract for Large Customers that Endeavour Energy has adopted from time to time (as applicable).

"Connection Point" means a point illustrated in the Operating Agreement at which Endeavour Energy's Distribution System connects to the electrical installation.

"Deemed Standard Connection Contract" means Endeavour Energy's deemed standard connection contract adopted in accordance with section 69 of the National Energy Retail Law and published on Endeavour Energy's website at www.endeavourenergy.com.au.

"Emergency Condition" means any condition affecting the distribution system that may result in damage, loss or injury to any person or equipment connection to the distribution system or to the public.

"Endeavour Energy's Distribution System" means the Distribution System that is owned by the Network Owner, leased to the Network Lessee and operated and maintained by Endeavour Energy under a sub-lease.

"Export" generally means the supply of electricity from the Customer through the Connection Point to the distribution system and exported will have a similar meaning. However, "network export" means the supply of electricity from Endeavour Energy's Distribution System through the Connection Point to the Customer.

"Force Majeure" means a circumstance which is beyond the reasonable control of the party claiming relief from its obligations under this agreement. These circumstances may include, but are not limited to, Acts of God, fire, flood, war, civil insurrection, embargo, all forms of industrial action, government action, a network failure, or compliance in good faith with any law, regulation or direction by any federal, state or local government having jurisdiction over the party concerned.

"Generating Plant" has the meaning provided in the National Electricity Rules.

"Generator" means a person who engages in the activity of owning, controlling or operating a Generating Plant that supplies electricity to Endeavour Energy's Distribution System.

"Generator Commissioning Program" is the test program for commissioning of the Generating Plant when it is installed or following any modification to the Generating Plant.

"Generator Deficiency" means that the Generating Plant does not comply in any material respect with the requirements of these terms and conditions.

"Interconnection Works" means the works described in the Operating Agreement.

"Metering Provider" has the meaning given in the National Electricity Rules.

"Model Standing Offer for a Standard Connection Service" means Endeavour Energy's model standing offer for a standard connection service published on its website at www.endeavourenergy.com.au.

"Network Lessee" means the Endeavour Energy Network Asset Partnership, a partnership carried on under that name by:

- (a) Edwards A Pty Limited (ACN 618 642 961) as trustee for the Edwards A Trust;
- (b) ERIC Epsilon Asset Corporation 1 Pty Ltd (ACN 617 221 575) as trustee for the ERIC Epsilon Asset Trust 1;
- (c) ERIC Epsilon Asset Corporation 2 Pty Ltd (ACN 617 221 655) as trustee for the ERIC Epsilon Asset Trust 2;
- (d) ERIC Epsilon Asset Corporation 3 Pty Ltd (ACN 617 221 708) as trustee for the ERIC Epsilon Asset Trust 3; and
- (e) ERIC Epsilon Asset Corporation 4 Pty Ltd (ACN 617 221 726) as trustee for the ERIC Epsilon Asset Trust 4.

"Network Owner" means Epsilon Distribution Ministerial Holding Corporation and its successors and assigns, that owns the assets which form part of Endeavour Energy's Distribution System, which are leased to the Network Lessee and are operated and maintained by Endeavour Energy under a sub-lease.

"Operators" means the Customer's employees, officers, agents and contractors authorised to operate the Generating Plant or Endeavour Energy's employees, officers, agents or contractors authorised to operate Endeavour Energy's Distribution System.

"Operating Agreement" means the Generator Operating Agreement executed between Endeavour Energy and the Customer in the form contained within the Customer Guidelines for the Connection of Private Generation to Endeavour Energy's Distribution System.

"Operating Protocols" means the procedures jointly developed by the Customer and Endeavour Energy for the bringing on line and the taking off line of the Generating Plant and operation of the Generating Plant during normal and contingent conditions.

"Outage" has the meaning given in the National Electricity Rules.

"Power System" has the meaning as described in the National Electricity Rules.

"Power System Security" has the meaning as described in the National Electricity Rules.

"Power Transfer Capability" has the meaning in the National Electricity Rules.

"Power Transfer Limits" means the Authorised Export Limit.

- (a) **"Revenue Metering Installation"** has the meaning given in the National Electricity Rules.
- (b) **"Rules and Standards"** means the rules and standards applied to electrical installations, equipment, electricity meters, electricity works, Generating Plants and things including:
- (c) all the rules and standards defined in the Model Standing Offer and the Connection Contract;
- (d) Endeavour Energy Protection Design Instruction PDI 5000: Protection of Embedded Generation Systems;
- (e) rules and standards applied to Generating Plants; and
- (f) any other reasonable requirements that Endeavour Energy imposes from time to time.

"Synchronise" means the act of synchronising a Generating Plant to the distribution system.

"Synchronising" means to electrically connect a Generating Plant to the distribution system.

"System Operator" has the meaning given in the National Electricity Rules.

"Technical Requirements for Ongoing Connection" are the requirements set out in Annexure 1.

ANNEXURE 1

TECHNICAL REQUIREMENTS FOR ONGOING CONNECTION OF THE GENERATING SYSTEM TO THE DISTRIBUTION SYSTEM

1. Standards	<i>Installations</i> containing privately owned generation connected in parallel with the <i>distribution system</i> must comply with the <i>Rules and Standards</i> , including those related to the quality of electricity generated. It should be particularly noted that it is the responsibility of the owner of the installation to take whatever corrective action may be required to prevent undue interference with the supply to other customers.
2. Reactive Power -	The <i>Generating Plant</i> reactive power will be operated as nominated by <i>Endeavour Energy</i> for voltage control purposes within the limits specified in schedule S5.2.5.1 of the National Electricity Rules.
3. Supervisory Indication	The <i>Generator</i> must provide to Endeavour Energy details of circuit breaker status, circuit breaker fail-to-trip alarm and MW and MVar analogue signals. (This condition is not required for output capacity of less than 2MVA).
4. Protection facilities	To be installed and maintained as detailed in Endeavour Energy Protection Design Instruction PDI 5000 "Protection of Embedded Generation Systems", (as appropriate).
5. Isolation	The <i>generation system</i> must be equipped with lockable means of isolation from Endeavour Energy's Distribution System .
6. Islanding	The <i>Generating Plant</i> must not remain in an islanded situation while connected to Endeavour Energy's Distribution System unless the <i>Generator</i> has obtained written approval from <i>Endeavour Energy</i> following adequate resolution of issues related to re-synchronisation, system earthing, supply quality and other protection and safety matters.
7. Reconnection	Following disconnection, automatic reconnection to Endeavour Energy's Distribution System may only take place after all of the following conditions have been met: <ul style="list-style-type: none"> • The voltage of Endeavour Energy's Distribution System has been maintained within the range $\pm 10\%$ of nominal voltage for at least one minute; • The frequency of Endeavour Energy's Distribution System has been maintained within the range 49 to 51 Hz for at least one minute; and • The <i>Generating Plant</i> and Endeavour Energy's Distribution System are Synchronised and in-phase with each other.
8. Automatic feeder reclose and automatic transformer changeover facilities	Due to the operation of automatic feeder reclose and automatic transformer changeover facilities at various locations within Endeavour Energy's Distribution System the <i>Generating Plant</i> may be subject to temporary loss of synchronous connection to Endeavour Energy's Distribution System for periods within the range of 40ms (2 cycles) to 15 seconds. <i>Endeavour Energy</i> circuit breakers may not be equipped with synch-check facilities to prevent

	closure onto an islanded system. It will be the responsibility of the <i>Generator</i> to ensure that the <i>Generating Plant</i> is disconnected from Endeavour Energy's Distribution System before the voltage is restored or to take steps to limit potential damage to the installation in the event that an unsynchronised voltage is applied to the <i>Generating Plant</i> .
9. Right to make permanent alterations	<i>Endeavour Energy</i> reserves the right to make permanent alterations to the normal feeder and CB arrangement supplying the <i>Generating Plant</i> in order to accommodate future load distribution in the vicinity. This shall not limit the Agreed Maximum Export Flow specified in Schedule 2.
10. Earth Potential Rise Hazard Zones and Low Frequency Induction	The installation must be designed and constructed to satisfy the requirements of Telstra with regard to Earth Potential Rise Hazard Zones and Low Frequency Induction. In order to confirm this it may be necessary to carry out an earth current injection test.
11. Proper coordination	The <i>Generator</i> shall ensure that there is proper coordination between the protection systems of the <i>Generator</i> and Endeavour Energy's Distribution System in relation to matters such as correct grading and tripping sequence, and correct reclosing of faulted lines to ensure safety of plant and stable operation of the electrical network.
13. Alteration of protection settings	Settings of the protection relays and control equipment or associated wiring may only be altered with the written consent of <i>Endeavour Energy</i> such consent not to be unreasonably withheld or delayed.

ANNEXURE 2

COMPLIANCE MONITORING PROGRAM

Attention is drawn to Clause 5.4.4(c) of the National Electricity Rules:

“Notwithstanding clause 5.4.4(b), it is the Registered Participant's sole responsibility to ensure that all plant and equipment associated with the connection complies with the connection agreement and the Rules.”

<p>1. Operating Log</p>	<p>Each party shall maintain a log (“Operating Log”) which records operation of protection equipment set out in Schedule 1. The Operating Log will record the following information:</p> <p>(a) (a) Protection Relay Operation:</p> <ul style="list-style-type: none"> - date and time of relay operation; - relay protection function; - relay type and model number; - circuit number; - phase; - description of disturbance. <p>(b) Operational Communications:</p> <ul style="list-style-type: none"> - date and time of communication; - brief description of communication.
<p>2. Maintenance</p>	<p>Each party shall maintain a log (“Maintenance Log”) which records maintenance undertaken on protection equipment set out in Schedule 1. The Maintenance Log shall record the following information:</p> <ul style="list-style-type: none"> - date; - protection equipment details including relay type and model number; - description of maintenance performed.
<p>3. Record Retention Time</p>	<p>The above records shall be retained for a minimum period of 7 years or shorter period with written consent of the other party.</p>
<p>4. Protection Testing</p>	<p>All protection equipment associated with isolating the customer from the network must:</p> <ul style="list-style-type: none"> * be tested and verified on site prior to connection to the network; * be periodically tested at least once every six years; and * comply with IEC 60255 or an equivalent standard.

Schedule 4: Premises connection assets site-specific conditions

1. Background

- (a) This Schedule applies where:
- (b) the Premises Connection Assets under a connection contract between Endeavour Energy and a customer under chapter 5A of the National Electricity Rules (in the form of a Model Standing Offer for Standard Connection accepted by the customer) have been completed in accordance with that contract; and
- (c) Endeavour Energy has issued a notice to the customer under that connection contract advising that the Premises Connection Assets Site-specific Conditions set out in this Schedule apply in respect of those Premises Connection Assets,
- (d) and the Customer must accordingly comply with and is bound by all of the terms and conditions set out in this Schedule.
- (e) As set out in the Connection Contract, the terms and conditions set out in this Schedule, in relation to the Premises Connection Assets installed at the Site:
- (f) comprise Endeavour Energy's requirements under sections 26, 27 and 28 of the ES Act, in order for Endeavour Energy to provide the Customer with a safe and efficient supply of electricity at the Site;
- (g) are required in consideration for Endeavour Energy doing so; and
- (h) apply as safety and technical requirements under jurisdictional legislation (namely sections 26, 27 and 28 of the ES Act), for the purposes of clause 5A.B.4(c)(4) of the National Electricity Rules.

2. Protection Zone

- (a) The Customer must establish and maintain a Protection Zone in respect of the Premises Connection Assets and must:
- (b) provide Endeavour Energy with full and unrestricted access to the Protection Zone at all times;
- (c) keep the Protection Zone secure and separate from the rest of the Site;
- (d) comply with any direction given by Endeavour Energy from time to time in relation to the Protection Zone or the Premises Connection Assets;
- (e) not do, or omit to do, anything which might interfere with the safety and security of the Premises Connection Assets, including that the Customer must:
 - (A) not interfere with or attempt to breach, or permit any person to interfere with or attempt to breach, any Protective Barrier installed by Endeavour Energy in accordance with clause 4(d) ;
 - (B) not install anything within the Protection Zone without Endeavour Energy's prior written approval;
 - (C) if the Protection Zone is located within its building, not interfere with the ventilation of the Protection Zone; and
 - (D) not direct drainage into the Protection Zone;

- (f) not do or permit to be done anything that restricts Endeavour Energy's access to the Premises Connection Assets or the Protective Barrier; and
- (g) if the Protection Zone is located outside its building, not construct or maintain a substantial structure with roof and walls unless the external surface of the structure has:
 - (A) 120/120/120 Fire Rating within 1.5 metres of the substation footing, and
 - (B) 60/60/60 Fire Rating between 1.5 and 3 metres from the substation footing.
- (h) The Customer must provide such documentation, information and assistance to Endeavour Energy as may be required by Endeavour Energy from time to time in connection with the exercise of any of its rights under this Schedule.

3. Endeavours rights of access

- (a) The Customer acknowledges and agrees that Endeavour Energy requires full and unrestricted rights to access the Premises Connection Assets within the Protection Zone.
- (b) Without limiting the generality of clause 3(a), the Customer agrees that Endeavour Energy may enter the Site, and permit its nominees to enter the Site, at any time, via any route and without notice to the Customer.

4. Endeavour Energy's rights to maintain and operate Premises Connection Assets

- (a) The Customer acknowledges and agrees that Endeavour Energy requires full and unrestricted rights to maintain and operate the Premises Connection Assets within the Protection Zone.
- (b) Without limiting the generality of clause 4(a), the Customer agrees that Endeavour Energy may:
 - (c) install, repair, replace, maintain, modify, use, operate and remove any Premises Connection Assets within the Protection Zone at any time and without notice to the Customer;
 - (d) install and maintain a Protective Barrier around the Protection Zone;
 - (e) restrict access to the Protection Zone by any person other than persons authorised by Endeavour Energy from time to time;
 - (f) install conduits, cables, and pipes on, under or through the Site for the purpose of connecting the Protection Zone with any services and to operate those services; and
 - (g) supply other customers from the Premises Connection Assets.

5. Liability

- (a) Endeavour Energy's liability in respect of these Premises Connection Assets Site-specific Conditions
- (b) To the extent permitted by law, Endeavour Energy will not be liable to the Customer for any:
 - (c) Claim or Loss suffered or incurred by the Customer or any of its personnel resulting or arising from or in connection with the exercise or non-exercise by Endeavour Energy of any of its rights under this Schedule, except to the extent such Loss arises as a direct result of:
 - (A) loss of, or damage to, or loss of use of, any real or personal property; or
 - (B) personal injury, disease or illness (including mental illness) to, or death of, any person,

- (d) caused by Endeavour Energy's gross negligence or wilful default; or
- (e) Consequential Loss resulting or arising from or in connection with the exercise or non-exercise by Endeavour Energy of any of its rights under this Schedule.
- (f) Indemnity
- (g) The Customer will indemnify Endeavour Energy for any Loss suffered by Endeavour Energy and against all liability in respect of any Claim which may be taken or made against Endeavour Energy for:
 - (h) loss of, or damage to, or loss of use of, any real or personal property; or
 - (i) personal injury, disease or illness (including mental illness) to, or death of, any person,
 - (A) arising from or in connection with the performance or non-performance of any of the Customer's obligations under this Schedule or any negligent act or omission of the Customer at or in connection with the Site.

6. Definitions

- (a) For the purposes of this Schedule:
- (b) **120/120/120 Fire Rating** and **60/60/60 Fire Rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- (c) **Claim** includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such Claim:
 - (d) (a) under or in connection with this Model Standing Offer;
 - (e) (b) by statute;
 - (f) (c) in tort for negligence or otherwise, including negligent misrepresentations; or
 - (g) (d) in restitution for unjust enrichment.
- (h) **Connection Contract** means each connection contract referred to in clause 1(b) and under which Endeavour has issued a notice referred to in clause 1(c) of this Schedule.

Consequential Loss means and indirect or consequential loss or special damages, including:

- (a) loss of income, profits, revenue or business;
- (b) loss of or damage to goodwill;
- (c) loss of business reputation;
- (d) loss of use;
- (e) loss of production;
- (f) loss or denial of business opportunity;
- (g) loss of anticipated savings; or
- (h) business interruption.

Customer means a customer who is a party to a Connection Contract and each such customer is referred to in this Schedule as "the Customer" in respect of the Connection Contract to which it is a party.

ES Act means the *Electricity Supply Act 1995* (NSW).

Loss or **Losses** means all damages, costs, losses, expenses, Claims and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.

Model Standing Offer for Standard Connection means any model standing offer for the provision of standard connection services prepared by Endeavour Energy and approved by the AER from time to time under chapter 5A of the National Electricity Rules.

Premises Connection Assets means the assets so referred to in a Connection Contract and each such reference in this Schedule is taken as a reference to the “Premises Connection Assets” as described in the Connection Contract that applies to them.

Protection Zone means that part of the Site within which the Premises Connection Assets are located.

Protective Barrier means any fence, walls, doors, locks, alarm system or any other structure, system or thing designed to keep the Protection Zone secure and to restrict access to the Protection Zone by any person other than persons authorised by Endeavour Energy which is installed by Endeavour Energy at the Site.

Site means a site the subject of a Connection Contract and each such site is referred to in this Schedule as “the Site” in respect of the Connection Contract that applies to it.

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