

# Model standing offer for a LV basic connection service

Terms and conditions  
December 2017



# 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	Asset Strategy and Planning	Updates to reflect Endeavour Energy lease transaction
0.5	December 2017	Asset Strategy and Planning	Amendments for Power of Choice

## 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 LV Basic Connection Service 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.

# Table of contents

1.0	<b>Purpose of this document</b> .....	1
1.1	Model Standing Offer for a LV Basic Connection Service .....	1
1.2	Application of this Model Standing Offer to expedited connections .....	1
1.3	Application of this Model Standing Offer when no expedited connection is requested.....	1
1.4	Definitions and interpretation .....	2
2.0	<b>General</b> .....	2
2.1	Customer's general obligations .....	2
2.2	Customer's Work Health and Safety obligations.....	2
2.3	Endeavour Energy's obligations.....	2
2.4	Permission to connect .....	2
3.0	<b>Metering</b> .....	3
4.0	<b>Customer installation works</b> .....	3
5.0	<b>Completion and transfer of Premises Connection Assets</b> .....	4
5.1	Timeline for Completion of Contestable Works .....	4
5.2	Transfer of assets.....	4
5.3	No Encumbrances.....	4
5.4	Notification of Service Works (NOSW), Notification of Metering Works (NOMW) and Notification of Energisation .....	4
5.5	Refusal to energise the Site.....	4
6.0	<b>Alternative Control Services</b> .....	5
6.1	Alternative Control Services provided by Endeavour Energy.....	5
7.0	<b>Right of access, inspection and defects</b> .....	5
7.1	Endeavour Energy to have right of access.....	5
7.2	Inspection of works and Correction of Defects .....	5
8.0	<b>Payment</b> .....	6
8.1	Customer to pay Accredited Service Providers and other parties .....	6
8.2	Amounts payable to the Customer's ASP or other party .....	6
9.0	<b>Risk and liability</b> .....	6
9.1	Customer's responsibilities .....	6
9.2	Responsibility and care of the Contestable Works .....	7
9.3	Indemnity .....	7
9.4	Insurance .....	8
9.5	Operation of indemnities.....	8
10.0	<b>Termination</b> .....	8
10.1	Endeavour Energy's notice to remedy.....	8
10.2	Termination by Endeavour Energy.....	8
10.3	Consequences of termination for Customer Event of Default .....	8
10.4	No prejudice to accrued rights and survival of certain terms.....	9
11.0	<b>Notices</b> .....	9
12.0	<b>Amendment</b> .....	9
13.0	<b>Complaints and dispute resolution</b> .....	9

	13.1	Dispute resolution.....	9
	13.2	Referral to Australian Energy Regulator.....	10
14.0		<b>General .....</b>	<b>10</b>
	14.1	Consents.....	10
	14.2	Jurisdiction and governing law.....	10
15.0		<b>Interpretation.....</b>	<b>11</b>
	15.1	Definitions .....	11
	15.2	Rules for interpreting this Model Standing Offer.....	17
	15.3	Non Business Days.....	17
Schedule 1.		<b>Connection Charges .....</b>	<b>18</b>

# 1.0 Purpose of this document

## 1.1 Model Standing Offer for a LV Basic Connection Service

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

then the Customer is taken to have accepted the offer from Endeavour Energy for the LV Basic 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](http://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 <http://www.endeavourenergy.com.au/>,

and including the additional terms and conditions set out in this Model Standing Offer for the LV Basic 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 LV Basic Connection Service at the Site on the terms of this Model Standing Offer,
- (c) 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:
- (d) 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](http://www.endeavourenergy.com.au); or

- (e) 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](http://www.endeavourenergy.com.au),

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

#### **1.4 Definitions and interpretation**

- (a) Capitalised words and expressions used in this Model Standing Offer are defined in clause 15.1.
- (b) Some rules to assist in the interpretation of this Model Standing Offer are also included in clause 15.

## **2.0 General**

### **2.1 Customer's general obligations**

The Customer must, in accordance with Good Industry Practice, the requirements of all relevant Laws (including the Energy Laws), and Endeavour Energy's Connection Standards, and at its own cost, engage:

- (a) the Customer's ASP/2 to construct, test and commission the Premises Connection Assets;
- (b) the Customer's electrical contractor to design, construct and commission the Customer's Electrical Installation (other than the Meter);
- (c) the Customer's Retailer (or, if the Customer is a Large Customer who chooses to directly appointed a Metering Coordinator, the Metering Coordinator) to provide install, and maintain a Meter or Meters (as required; and
- (d) Endeavour Energy to undertake any Alternate Control Services required to facilitate the connection of the Customer's Electrical Installation.

### **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 an 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 Endeavour Energy's obligations**

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

- (a) allow the Customer's ASP/2 to undertake the Contestable Works required for the LV Basic Connection in accordance with the Permission to Connect; and
- (b) provide the Alternative Control Services required for the Connection.

### **2.4 Permission to connect**

- (a) Endeavour Energy will prepare a Permission to Connect using the information provided by the Customer in the Application.
- (b) 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;

- (ii) 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 Maximum Import Capacity at the Connection Point.
- (e) The Customer must not (and must ensure the Customer's ASP/2 does not), without first obtaining Endeavour Energy's consent, connect the Customer's Connection to Endeavour Energy's Distribution System other than in accordance with the Permission to Connect.
- (f) If it was determined that the Customer or the Customer's representative had provided incorrect information in the Application after the issue of the Permission to Connect, Endeavour Energy has the right to cancel the Permission to Connect and the Customer will need to reapply.

### 3.0 Metering

- (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 relevant Laws (including the Energy Laws), the Service and Installation Rules of NSW and Endeavour Energy's Connection Standards.
- (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 3.0 is a precondition to energisation of a new or upgraded Customer's Connection.
- (e) Endeavour Energy may, when Endeavour Energy is aware, notify the Customer of:
- (i) any Defects in relation to the Meter that must be rectified; or
  - (ii) any items in relation to the Meter that must be completed, before Endeavour Energy commences supplying electricity at the Site.
- (f) The Customer must ensure that the Retailer or Metering Coordinator (as the case may be) corrects any Defects and undertakes any items of work contained in the notice under clause 3(e) as soon as practicable.

### 4.0 Customer installation works

- (a) The Customer must ensure that its licensed electrical contractor carries out any required Customer Installation Works to Endeavour Energy's satisfaction, consistent with Good Industry Practice and in accordance with the requirements of all relevant Laws (including the Energy Laws), the NSW Service and Installation Rules and Endeavour Energy's Connection Standards. 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 paragraph 0 below.

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.

## 5.0 Completion and transfer of Premises Connection Assets

### 5.1 Timeline for Completion of Contestable Works

- (a) The Customer acknowledges and agrees that:
  - (i) the timely progression and Completion of the Contestable Works depends upon the Customer's Electrical Professional; 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 to Complete the Contestable Works.
- (b) It is the Customer's responsibility to agree timeframes for commencing and completing the Contestable Works with the Customer's Electrical Professional.

### 5.2 Transfer of assets

On and from Completion, all Premises Connection Assets will be:

- (a) owned by the Network Owner;
- (b) leased by the Network Owner to the Network Lessee; and
- (c) sub-leased by the Network Lessee to Endeavour Energy. Endeavour Energy will maintain those assets.

Where a document transferring title to the Premises Connection Assets to the Network Lessee must be executed by the Network Owner, Endeavour Energy will obtain the executed document from the Network Owner.

### 5.3 No Encumbrances

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

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

- (a) Immediately after the Customer's relevant Electrical Professional has completed the establishment of, or alteration to, the Customer's Connection, the Customer must provide, or ensure that the Customer's Electrical Professional provides, Endeavour Energy with:
  - (i) a NOSW, a Compliance Certificate for the Contestable Works and the Permission to Connect; and
  - (ii) a Compliance Certificate for the Customer Installation Works and any other works carried out at the Site by the Customer's Electrical Professionals where relevant.
- (b) 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 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.

### 5.5 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.



## 6.0 Alternative Control Services

### 6.1 Alternative Control Services provided by Endeavour Energy

- (a) Alternative Control Services will be provided by Endeavour Energy may include, but are not limited to:
  - (i) site establishment which includes NMI creation;
  - (ii) the preparation (and issue to the Customer) of the Permission to Connect;
  - (iii) coordination with AEMO;
  - (iv) providing access to permit an Accredited Service Provider to carry out the Contestable Works on or near Endeavour Energy's Distribution System;
  - (v) inspections of work carried out by the Customer's Electrical Professional; and
  - (vi) 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.

## 7.0 Right of access, inspection and defects

### 7.1 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 LV Basic 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 or other electrical contractors at the Site; and
  - (ii) 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 1.1(a) on acceptance of Endeavour Energy's offer on the terms of this Model Standing Offer.
- (c) Notwithstanding clause 7.1(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 7.1(a).

### 7.2 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/2s are complying with the their obligations 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 Contestable Works or Customer Installation Works, nor that the Contestable Works or Customer Installation Works are free from fault or Defects if none is identified in the course of any such inspection.

- (c) The Customer remains responsible and liable for the condition of the Contestable Works, the 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 Contestable Works or the Customer Installation Works that must be rectified; or
  - (ii) any items in relation to the 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 7.2(d) as soon as practicable.

## 8.0 Payment

### 8.1 Customer to pay Accredited Service Providers and other parties

- (a) The Customer is responsible for:
  - (i) all charges and costs payable to the Customer's ASP/2 for services provided by the Customer's ASP/2 in connection with the carrying out of the Contestable Works;
  - (ii) all charges and costs payable to the Customer's other Electrical Professionals or Retailer for services provided by those Electrical Professionals or Retailer in connection with the carrying out of the Customer's Installation Works; and
  - (iii) payment of all Connection Charges in accordance with this Model Standing Offer.
- (b) The Customer acknowledges that it has asked Endeavour Energy to deal with the Customer's Electrical Professional in relation to the provision of the LV Basic Connection and the invoicing of any Connection Charges. Any amounts payable by the Customer in accordance with clause 8.1(a)(iii) are to be paid to the relevant 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.

### 8.2 Amounts payable to the Customer's ASP or other party

The Customer is responsible for all charges and costs payable to the Customer's Electrical Professional and Retailer in relation to the Contestable Works and the Customer Installation Works that are not paid to the Customer's Electrical Professional by the Customer's Retailer.

## 9.0 Risk and liability

### 9.1 Customer's responsibilities

- (a) The Customer accepts all risks associated with the 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 the Contestable Works or the Customer Installation Works;
  - (ii) the risk of obtaining any required Authorisations for the Contestable Works and the Customer Installation Works;
  - (iii) the risk of carrying out of the Contestable Works and the Customer Installation Works in accordance with all Energy Laws;
  - (iv) any faults or Defects in relation to the Contestable Works or the Customer Installation Works and remediation of those faults or Defects; and
  - (v) the risk of maintaining

- (A) the Contestable Works (while the Contestable 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 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 Contestable Works and any other Loss suffered or incurred by the Customer arising from the occurrence of any of the risks set out in clause (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 9.1(a).

## 9.2 Responsibility and care of the Contestable Works

- (a) Until the Network Owner takes ownership of the Premises Connection Assets in accordance with clause 5.2, the Customer is responsible for the care of the Premises Connection Assets.
- (b) The Customer must (at its cost) promptly make good any loss of or damage to the Premises Connection Assets while the Customer is responsible for their care.

## 9.3 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 Contestable Works, the Customer Installation Works or a breach of this Model Standing Offer by the Customer while the Premises Connection Assets are in the Customer's care;

- (b) as a result of any failure by the Customer to comply with applicable Laws;
- (c) in connection with:
  - (i) any Defects or faults in Contestable Works or the Customer Installation Works;
  - (ii) the unauthorised connection of any load or the connection of any load different to that specified in the Permission to Connect without first obtaining Endeavour Energy's permission;
  - (iii) the Customer's Electrical Professional or Retailer carrying out the Contestable Works or the Customer Installation Works, including any work directed by Endeavour Energy in accordance with clause 7.2;
  - (iv) any failure by the Customer to ensure the Customer's Electrical Professional or Retailer carrying out any work directed in a notice provided by Endeavour Energy in accordance with clause 7.2;
  - (v) any failure by the Customer to maintain:
    - (A) 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 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

- (d) 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 LV Basic Connection Service.

#### **9.4 Insurance**

The Customer is responsible for considering and obtaining insurance coverage appropriate to its own requirements (if any) in relation to the Contestable Works, the Customer Installation Works, the Site and any other works carried out at the Site.

#### **9.5 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.

## **10.0 Termination**

### **10.1 Endeavour Energy's notice to remedy**

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

- (a) must state:
  - (i) that it is a notice under this clause; and
  - (ii) the nature of the Customer Event of Default; and
- (b) 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.

### **10.2 Termination by Endeavour Energy**

If:

- (a) Endeavour Energy issues a notice under clause 10.1 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 10.1 and the notice states the Customer Event of Default is not capable of remedy; or
- (c) a period of more than 3 months passes without the Customer (whether personally or through the Customer's ASP/2) performing any material obligations under this Model Standing Offer,

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 10.3 will apply.

### **10.3 Consequences of termination for Customer Event of Default**

If this Model Standing Offer is terminated by Endeavour Energy under clause 10.2 the Customer must pay Endeavour Energy for:

- (a) all Alternative Control Services and any other amounts payable to Endeavour Energy under this Model Standing Offer; and
- (b) any other costs incurred by Endeavour Energy in terminating this Model Standing Offer including, but not limited to the cost of attending the Site for that purpose.

#### **10.4 No prejudice to accrued rights and survival of certain terms**

- (a) The termination of this Model Standing Offer by a party under this clause 10.0 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 10.3 survives the termination or expiry of this Model Standing Offer.

## **11.0 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:
  - (i) 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
  - (ii) on the date two business days after it is posted; or
  - (iii) 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) A person's addresses and fax number are those set out in the Application.

## **12.0 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.

## **13.0 Complaints and dispute resolution**

### **13.1 Dispute resolution**

- (a) The Customer may ask Endeavour Energy to review its decisions in connection with the LV Basic 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](http://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 LV Basic 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.

- (ii) Generally the EWON expects Customers to have attempted to resolve the complaint or dispute with Endeavour Energy before contacting EWON.

### **13.2 Referral to Australian Energy Regulator**

- (a) The processes and procedures described in clause 13.1 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 Energy

to 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.

## **14.0 General**

### **14.1 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.

### **14.2 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.

# 15.0 Interpretation

## 15.1 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 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 as an ASP/1, ASP/2 or ASP/3 in relation to Endeavour Energy's Distribution Network in accordance with the Accreditation Scheme.

**"AEMO"** means the Australian Energy Market Operator.

**"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.

**"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;
- (b) category 2 - underground services;
- (c) category 3 - overhead services; or
- (d) category 4 - metering and energising installation.

**"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.

**"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.

**"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.

**"Code"** means the Code of Practice for Contestable Works published by the former Department of Water and Energy of New South Wales.

**"Completion"** means when the Contestable Works and Customer Installation Works 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 been notified by the Customer that the Customer's Connection has been energised in accordance with clause 1.1(b).

**"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.

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

**"Connection Charges"** means the charges set out in SCHEDULE 1 payable in consideration for the provision of the LV Basic Connection Service and the performance by Endeavour Energy of its obligations under 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 Contestable Works or the Site;
- (b) the Customer fails, within 20 business days to rectify any Defect advised by Endeavour Energy in accordance with clause (d)(i);
- (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 is or becomes insolvent; or



- (f) 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 in order to establish or alter the Customer's Connection as required under the LV Basic 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 Installation Rules of NSW and Endeavour Energy's Connection Standards.

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

"Customer's Connection" means the physical link between Endeavour Energy's Distribution System and the Site to allow the flow of electricity up to the Maximum Capacity.

"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.

"Defect" means:

- (a) any defect, deficiency, fault, error or omission in the Contestable Works or Customer Installation Works; or
- (b) any:
- (c) cracking, shrinkage, movement or subsidence; or
- (d) aspect of the Contestable Works or Customer Installation Works, which is not in accordance with the requirements of this Model Standing Offer.

"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.

"Electrical Professional" means a third party to Connection Contract who is undertaking services for the Customer relevant to this Connection Contract and includes a Metering Coordinator directly appointed by the Customer or their Retailer, an electrical contractor, and an ASP2, as the case may be.

"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.

"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 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 published on Endeavour Energy's website [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au).

**"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's Customer Funded Contestable Service Work Guidelines;
- (k) Endeavour Energy Customer Funded Contestable Service Work Guidelines (Level 1);
- (l) Endeavour Energy Customer Funded Contestable Service Work Guidelines (Level 3);
- (m) Endeavour Energy's Standards; and
- (n) Endeavour Energy's Electrical Safety Rules.

**"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 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 to 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).

**"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).

**"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.

**"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.

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

**"LV Basic Connection Service"** means the LV Basic Connection Services referred to in clause 2.3.

**"LV Basic 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 above Site at low voltage, where:

- (a) the requested total Import Capacity for the Site, including existing load, is less than or equal to 100 amperes for single phase power or 63 amperes per phase for three phase power;
- (b) minimal or no augmentation is required to Endeavour Energy's Distribution System; and
- (c) the Customer is not eligible to apply for a standard connection service currently available from Endeavour Energy under any model standing offer for a standard connection service established by Endeavour Energy under Chapter 5A of the National Electricity Rules.

**"Maximum Capacity"** means the requested Import Capacity identified in the Application, up to and no greater than 100 amperes (for single phase) or 63 amperes per phase (for three phase).

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

**"Metering Coordinator"** has the meaning given in the National Electricity Rules.

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

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

**"National Electricity Law"** means the National Electricity Law set out in the Schedule to the National Electricity (South Australia) Act 1995 (SA) as in force in New South Wales from time to time under the National Electricity (New South Wales) Act 1997 (NSW).

**"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).

**"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 [www.endeavourenergy.com.au](http://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 Meter. 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 ASP/2 to Endeavour Energy via the eNOSW application on completion of the Contestable Works in accordance with clause 5.4(a)(i).

**"Permission to Connect"** means a document setting out the details of the Customer's Connection to be established or altered through provision of the LV Basic Connection Service, including, but not limited to, the Premises Connection Assets.

**"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, but not limited to, the overhead or underground service line running from the street to the Customer's Electrical Installation, as identified in the Permission to Connect issued by Endeavour Energy to the Customer.

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

**"Relevant Electricity Retail Contract"** means the contract entered into by the Customer and the Customer's Retailer in relation to the consumption of electricity at the Site in accordance with the National Energy Retail Law.

**"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 Resources & Energy Division of the Department of Trade & Investment, Regional Infrastructure & Services (NSW) as amended and updated from time to time.

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

**"Small Customer"** has the meaning given to that term in the National Energy Retail Law, being a customer who purchases 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

**"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.

**"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.

## 15.2 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 this Model Standing Offer but is defined in the Application has the same meaning as in the Application.
- (b) A reference to:
  - (i) a clause or Schedule is a reference to a clause or Schedule of this Model Standing Offer, unless the context requires otherwise;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) 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.
- (f) 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.
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) wherever "include" or any form of that word is used, it will be construed as if it were followed by "without being limited to".
- (i) 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.

## 15.3 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

Alternative Control Services Charges payable in accordance with clause (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.

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