

Model standing offer for a Standard Connection service

(Subdivision and asset relocation)

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 Micro Embedded Generator 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.

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1.0 Purpose of this document

1.1 Model Standing Offer for a Standard Connection Service (Subdivision and Asset Relocation)

- (a) This document is Endeavour Energy's Model Standing Offer for a Standard Connection Service (Subdivision and Asset Relocation) for Developers who seek a Standard Connection (Subdivision and Asset Relocation).
- (b) This Model Standing Offer sets out the terms and conditions on which:
 - (i) the Developer must engage its own Accredited Service Provider(s) to design and construct Contestable Works relating to the Standard Connection (Subdivision and Asset Relocation); and
 - (ii) Endeavour Energy will undertake the Standard Connection Services (Subdivision and Asset Relocation) relating to the Standard Connection (Subdivision and Asset Relocation).
- (c) The Developer pays the Connection Charges to Endeavour Energy in consideration for Endeavour Energy providing the Standard Connection Service (Subdivision and Asset Relocation) to the Developer.

1.2 Application of this Model Standing Offer to expedited connections

Where:

- (a) the Developer 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 Developer; and
- (b) Endeavour Energy is satisfied that the service requested in the Application is in fact the Standard Connection Service (Subdivision and Asset Relocation) to which this Model Standing Offer applies,

then the Developer is taken to have accepted the offer from Endeavour Energy for the Standard Connection Service (Subdivision and Asset Relocation) at the Site on the terms of this Model Standing Offer.

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

Where:

- (a) the Developer has made an Application and has not requested an expedited service; and
- (b) Endeavour Energy has made the Developer an offer for a Standard Connection Service (Subdivision and Asset Relocation) 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 Developer will be taken to have entered into a contract for Customer Connection Services with Endeavour Energy

1.4 Definitions and interpretation

- (a) Capitalised words and expressions used in this Model Standing Offer are defined in clause **Error! Reference source not found.**
- (b) Some rules to assist in the interpretation of this Model Standing Offer are also included in clause **Error! Reference source not found.**

1.5 Contestable Works

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

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

2.0 General obligations

2.1 Developer's general obligation

- (a) The Developer 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 Developer's ASP/3 to develop and submit to Endeavour Energy the Proposed Method of Supply and the design of the Developer's Connection;
 - (ii) the Developer's ASP/1 to undertake the construction, testing and commissioning of the Network Connection Works; and
 - (iii) the Developer's Accredited Service Providers to undertake the carrying out of any Reimbursable Works.
- (b) The Developer 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 (Subdivision and Asset Relocation), in accordance with the terms of this Model Standing Offer.

2.2 Developer's Work Health and Safety obligations

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

2.3 Public Lighting

Where the Developer is required to take responsibility for the installation and connection of Public Lighting at the Developer's Premises, it must do so in compliance with Endeavour Energy's Terms and Conditions for Connection of Public Lighting Assets.

3.0 Endeavour Energy's obligations

Endeavour Energy will, in accordance with this Model Standing Offer, provide the following Standard Connection Services (Subdivision and Asset Relocation) to:

- (a) allow the Developer's Accredited Service Provider(s) to undertake the works required for the Standard Connection (Subdivision and Asset Relocation);
- (b) undertake any Endeavour Energy Provided Connection Works, Endeavour Energy Provided Chargeable Connection Services or Alternative Control Services required by the Developer in relation to the Standard Connection Service (Subdivision and Asset Relocation); 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 Developer.

4.0 Proposed method of supply

4.1 Proposed Method of Supply to be Developed

- (a) The Developer must ensure that the Developer'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 Developer's Connection, supported by concept drawings, including the scope of any required:
 - (A) Network Connection Works;
 - (B) works to be performed by Endeavour Energy, including any Endeavour Energy Provided Chargeable Connection Services; and
 - (C) Local Council Development Approval;
 - (ii) equipment to be installed as part of the Standard Connection Service (Subdivision and Asset Relocation) including any equipment required for the Network Connection Works and any Endeavour Energy Provided Connection Works; and
 - (iii) such other matters as Endeavour Energy may require the Developer to address in the Proposed Method of Supply in relation to the Standard Connection Service (Subdivision and Asset Relocation) sought.
- (c) The Developer 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 **Error! Reference source not found.**
- (d) Endeavour Energy will assess the Proposed Method of Supply having regard to:
 - (i) the Application; and
 - (ii) any information provided by the Developer in accordance with clause 4.1 **Error! Reference source not found.** above.
- (e) Following its assessment of the Proposed Method of Supply in accordance with clause 4.1 **Error! Reference source not found.** 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 **Error! Reference source not found.**

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 Developer in respect of the accuracy, contents or completeness of the Design Brief, or any Endeavour Energy Information.
 - (ii) The Developer 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 Developer's ASP/3 to prepare the Draft Design for the Developer'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 **Error! Reference source not found.** **Error! Reference source not found.** before that date.
- (c) Preparation and approval of Draft Design
 - (i) The Developer must ensure that:

- (A) the Developer's ASP/3 prepares the Draft Design in accordance with the Design Brief and Endeavour Energy's Design Requirements;
 - (B) the Draft Design is certified by the Developer's ASP/3 as complying with all applicable safety standards; and
 - (C) the Draft Design is submitted to Endeavour Energy.
- (ii) The Developer must pay in advance to Endeavour Energy an Alternative Control Service fee for certification of the Draft Design as notified by Endeavour Energy in accordance with clause Error! Reference source not found..
- (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 Developer, Endeavour Energy will review the Draft Design and, by written notice to the Developer, determine, in Endeavour Energy's absolute discretion, to:
- (D) approve 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 Developer in respect of the accuracy, contents or completeness of any suggested amendments.
- (v) If the Developer receives a Rejection Notice, the Developer may submit an amended Draft Design to Endeavour Energy for approval and the provisions of clauses (B) and (C) of this clause Error! Reference source not found.Error! Reference source not found.(i) will apply to any amended Draft Design submitted by the Developer 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) **Developer's Acknowledgement in relation to Design**

The Developer acknowledges and agrees that Endeavour Energy's:

- (i) issue of the Approval Notice under clause Error! Reference source not found.Error! Reference source not found. or any other approval or certification by Endeavour Energy in respect of the design of the Developer's Connection; or
- (ii) receipt of any declaration, representation or any other acknowledgement from the Developer's ASP/3 in respect of the design of the Developer's Connection,

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

(e) **Endeavour Energy Certified Design**

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

(g) Commencement of the Network Connection Works

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

- (i) the Letter of Intent duly signed by the Developer, the Developer's ASP/3 and the Developer'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 Developer must ensure that the Developer'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 Developer must ensure that the Developer'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 an Network Connection Works Program

- (a) Without limiting any other clauses of this Model Standing Offer, the Developer 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,

give notice to the Developer 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**Error! Reference source not found.**, the Developer 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**Error! Reference source not found.** to 6.2**Error! Reference source not found.** apply to an amended Network Connection Works Program the Developer resubmits to Endeavour Energy.
- (f) The Developer 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**Error! Reference source not found.** to 6.2**Error! Reference source not found.** are complied with in respect of the amended Network Connection Works Program.

6.3 Construction of the Network Connection Works

- (a) The Developer must engage the Developer's ASP/1 to carry out the Network Connection Works in accordance with the Network Connection Works Program.
- (b) The Developer 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 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 Approved Materials in the execution of the Network Connection Works.

6.4 Inspection Hold Points and testing

- (a) The Developer must give Endeavour Energy 3 Business Days' written notice of the date it expects to achieve an Inspection Hold Point.
- (b) When the Developer considers it has achieved an Inspection Hold Point, the Developer:
- (i) must notify Endeavour Energy of the Inspection Hold Point it has achieved;
 - (ii) provide Endeavour Energy with details of when the Developer 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 the Developer's Accredited Service Providers or electrical contractors (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 Developer 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 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 Developer considers it has achieved completion of the Network Connection Works, the Developer must notify Endeavour Energy of that fact by procuring that the Developer's ASP/1 issues Endeavour Energy with a Network Connection Works Complete Declaration.
- (b) The Developer must ensure that no further work is undertaken by the Developer's ASP/1 or other contractors once the Network Connection Works Complete Declaration is provided to Endeavour Energy.

7.2 Letter of Acceptance

- (a) On receipt by Endeavour Energy of the Network Connection Works Complete Declaration, provided that Endeavour Energy is satisfied that the Developer has complied with all its obligations under this Model Standing Offer, including, but not limited to its obligations to:
 - (i) pay all amounts owing to Endeavour Energy;
 - (ii) transfer any Land Interests to the Network Owner in accordance with clause Error! Reference source not found.; and
 - (iii) 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.

- (b) Where the Developer is undertaking a Subdivision or Asset Relocation and has made a request to Endeavour Energy, Endeavour Energy may, at its complete discretion and on such terms as Endeavour Energy requires, provide a Letter of Acceptance in advance of receipt of the Network Connection Works Complete Declaration, subject to paragraph (c) below.
- (c) If the Network Connection Works are not completed to Endeavour Energy's satisfaction or if Endeavour Energy is not satisfied that the Developer has complied with all its obligations under this Model Standing Offer, including, but not limited to its obligations to:
 - (i) pay all amounts owing to Endeavour Energy;
 - (ii) transfer any Land Interests to the Network Owner in accordance with clause Error! Reference source not found.; and
 - (iii) rectify all Defects and undertake any items of work contained in any notice issued under clause (d) to the reasonable satisfaction of Endeavour Energy,

then Endeavour Energy may recover any costs it incurs as a result from the Developer by making a demand against any Warranty Bond provided under clause **Error! Reference source not found.** or otherwise.

7.3 Transfer of Works

- (a) On and from the date of the Letter of Acceptance issued in accordance with clause **Error! Reference source not found.**, 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. Those assets will be automatically leased to the Network Lessee and sub-leased to, and maintained by, Endeavour Energy.
- (b) The Developer 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; and
 - (ii) the Endeavour Energy Provided Chargeable Connection Services,

to the Network Owner (in accordance with clause **Error! Reference source not found.**). If a document must be executed by the Network Owner, Endeavour Energy will obtain the executed document from the Network Owner.

- (c) Endeavour Energy will assume responsibility for the ongoing management and maintenance of all assets transferred to the Network Owner in accordance with clause **Error! Reference source not found.**.

7.4 No Encumbrances

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

7.5 Warranty Bond

- (a) As a condition precedent to the issue by Endeavour Energy of the Letter of Acceptance in accordance with clause **Error! Reference source not found.**, Endeavour Energy may request the provision of, and the Developer 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 **Error! Reference source not found.**, reasonably require.
- (b) Subject to the time limitations set out in clause **Error! Reference source not found.**, Endeavour Energy may recover from the Developer 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 Developer or its ASP/1 as the case may be, one year after the date of the Letter of Acceptance or such other period as the Developer or its ASP/1 and Endeavour Energy may have agreed in writing.

7.6 Delivery of documents and information

- (a) The Developer 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 Developer 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.

7.7 Endeavour Energy may waive a condition

Notwithstanding clause **Error! Reference source not found.**, Endeavour Energy may, in its absolute discretion, issue the Developer with a Letter of Acceptance and procure that the Network Owner

accepts a transfer of the Network Connection Works even if the Developer 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 Developer'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 Developer upon payment of all Connection Charges due in respect of those goods until transfer is effected in accordance with clause **Error! Reference source not found..**

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 Developer and subject to the Developer's acceptance of the price for the Reimbursable Works as determined by Endeavour Energy ("Reimbursable Works Contribution") the Developer will carry out, or will ensure that the Developer's ASP/1 carries out, any Reimbursable Works.
- (ii) Endeavour Energy will pay the Developer (or the Developer's ASP/1 as applicable) the Reimbursable Works Contribution after the Letter of Acceptance has been issued in accordance with clause **Error! Reference source not found..**
- (iii) Endeavour Energy must not pay any of the Reimbursable Works Contribution to any party other than the Developer, unless the Developer provides Endeavour Energy with written permission to do so.

9.0 Grant of leases, easements or licenses

9.1 Developer to grant interests in land

- (a) The Developer 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 Error! Reference source not found. are obtained.
- (b) Endeavour Energy may require the Developer to comply with clause **Error! Reference source not found.** before construction of the Network Connection Works commences.
- (c) The Developer 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 **Error! Reference source not found.**
- (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 Rates and taxes

The Developer 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 (Subdivision and Asset Relocation) including, but not limited to, the Network Connection Works.

10.0 Time for completion of works

- (a) The Developer acknowledges and agrees that:
 - (i) the timely progression and completion of the Standard Connection Service (Subdivision and Asset Relocation) requested by the Developer depends upon the Developer's Accredited Service Provider(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 Developer's Accredited Service Providers in carrying out any works in connection with the Developer's requested Standard Connection Service (Subdivision and Asset Relocation).
- (b) It is the Developer's responsibility to agree timeframes for commencing and completing the Standard Connection Service (Subdivision and Asset Relocation) with the Developer's Accredited Service Provider(s).

11.0 Alternative Control Services

- (a) Alternative Control Services will be provided by Endeavour 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 Accredited Service Provider;
 - (v) assessment of the Proposed Method of Supply and approval of the Design; and
 - (vi) other work of an administrative nature.
- (b) Endeavour Energy will Alternative Control Services at such time and in such manner as Endeavour Energy reasonably determines.
- (c) The Developer must pay to Endeavour Energy upon invoice the Alternative Control Services Charges for any Alternative Control Services provided by Endeavour Energy.

12.0 Intellectual property rights

- (a) Nothing in this Model Standing Offer affects ownership of Intellectual Property belonging to Endeavour Energy, the Network Owner, the Developer, or the Developer's Accredited Service Providers.
- (b) Endeavour Energy grants the Developer and the Developer'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 Developer:
 - (i) must only use, and must ensure the Developer's Accredited Service Providers only use, Endeavour Energy Information for the Licensed Purpose;
 - (ii) grants and must ensure that the Developer'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.

13.0 Right of access, inspection and defects

13.1 Endeavour Energy to have right of access

- (a) The Developer 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 (Subdivision and Asset Relocation) by Endeavour Energy including, but not limited to:
 - (i) the inspection of any Network Connection Works or other electrical works carried out by the Developer's ASP/1 or by the Developer's other electrical contractors at the Site;
 - (ii) restoring Endeavour Energy's Distribution System to its Initial State where the Developer has not done so in accordance with the requirements of clause Error! Reference source not found.; and
 - (iii) the exercise of any other function conferred on Endeavour Energy under any Energy Laws.
- (b) The Developer 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 **Error! Reference source not found.** on acceptance of Endeavour Energy's offer on the terms of this Model Standing Offer.
- (c) Notwithstanding clause 13.1**Error! Reference source not found.**, Endeavour Energy will use reasonable endeavours to give 5 Business Days' notice to the Developer when it requires internal access to any building on the Site under clause 13.1**Error! Reference source not found.**

13.2 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 are complying with the requirements of Energy Laws and Endeavour Energy's Connection Standards in establishing developer 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 Developer'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, nor that those works are free from fault or Defects if none are identified in the course of any such inspection.

- (c) The Developer remains responsible and liable for the condition of the Network Connection Works and all other electrical works carried out at the Site by or on behalf of the Developer.
- (d) Endeavour Energy may, at any time, notify the Developer of:
 - (i) any Defects in relation to the Network Connection Works ; or
 - (ii) any items in relation to the Network Connection Works that must be completed before Endeavour Energy commences supplying electricity at the Site.
- (e) The Developer must ensure that the Developer's ASP/1 or other electrical contractor (as the case may be) corrects any Defects and undertakes any items of work contained in the notice under clause 13.2(d) as soon as practicable.

14.0 Payment

14.1 Developer to pay Accredited Service Providers

The Developer is responsible for all charges and costs payable to:

- (a) the Developer's Accredited Service Providers and other electrical contractors for all goods and services provided by them in connection with the provision of the Standard Connection Service (Subdivision and Asset Relocation) requested by the Developer; and
- (b) Endeavour Energy for all Alternative Control Services provided in accordance with this Model Standing Offer.

14.2 Charges

The Developer acknowledges that it has asked Endeavour Energy to deal with the Developer's Accredited Service Providers in relation to the provision of the Standard Connection (Subdivision and Asset Relocation) and the invoicing of Connection Charges. Any amounts payable by the Developer in accordance with clause **Error! Reference source not found.** are to be paid to the Developer's ASP or other party, who will pay those amounts to Endeavour Energy on the Developer's behalf, and receipt of those amounts by the Developer's ASPs or other party will satisfy the Developer's payment obligations under that clause.

14.3 Invoices

- (a) Subject to clause **Error! Reference source not found.**, Endeavour Energy may send the Developer 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 Developer in advance of providing a service or carrying out any works, Endeavour Energy may send a payment advice to the Developer.
- (c) An invoice or payment advice provided by Endeavour under clause **Error! Reference source not found.** must separately identify each applicable Connection Charge and may be stated inclusive or exclusive of GST.
- (d) Where an amount paid by the Developer 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 Developer must pay to Endeavour Energy the amount set out in such invoice.

14.4 Pioneer Policy

If, within seven years of the date of the Developer's Application, a new customer makes an Application in respect of which Endeavour Energy will use all or any part of the Developer's Network Connection Works in order to provide a Connection Service to the new customer, then the Pioneer Policy will apply.

15.0 Risk and liability

15.1 Risks accepted by the Developer

- (a) The Developer accepts all risks associated with the Network Connection 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 (until they are transferred to the Network Owner in accordance with clause **Error! Reference source not found.**); and
 - (B) at all times, the area around the Network Connection Works, including but not limited to clearing vegetation and maintaining such clearance,
 - (C) 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 Developer within a specified time.
- (b) The Developer acknowledges and agrees that:
 - (i) Endeavour Energy has no liability in respect of any delay to, or additional costs for, the Network Connection Works and any other Loss suffered or incurred by the Developer arising from the occurrence of any of the risks set out in clause 15.1 **Error! Reference source not found.**; 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 15.1 **Error! Reference source not found.**.

15.2 Responsibility and care of the works

- (a) The Developer is responsible for the care of the Network Connection Works until they are transferred to the Network Owner in accordance with clause **Error! Reference source not found.**.
- (b) The Developer must (at its cost) promptly make good any loss of or damage to the Network Connection Works while the Developer 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 Developer will indemnify Endeavour Energy for any Loss suffered by Endeavour Energy in relation to any Endeavour Energy Provided Connection Works while the Developer is responsible for their care.

15.3 Indemnity

The Developer 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 or a breach of this Model Standing Offer by the Developer while the Network Connection Works are in the Developer'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 Developer to comply with applicable Laws;
- (d) in connection with:
 - (i) any Defects or faults in the Network Connection Works;
 - (ii) the Developer's Accredited Service Provider(s) or other contractors carrying out the Network Connection Works, including any work directed by Endeavour Energy in accordance with clause 13.2;
 - (iii) 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 Developer;
 - (iv) any failure by the Developer to ensure that the Developer's Accredited Service Provider(s) carry out any work directed in a notice provided by Endeavour Energy in accordance with clause 13.2; or
 - (v) any failure by the Developer to maintain:
 - (A) the Network Connection Works (until they are transferred to the Network Owner in accordance with clause **Error! Reference source not found.**); or
 - (B) at all times, the area around the Network Connection Works, in accordance with applicable safety standards or any failure by the Developer to comply with any safety-related corrective works required by notice from Endeavour Energy to be undertaken by the Developer within the specified time; and
- (e) by the Developer's Accredited Service Provider in relation to amounts payable by the Developer to the Developer's Accredited Service Provider(s) in connection with the provision of the Standard Connection Service (Subdivision and Asset Relocation).

15.4 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.

15.5 Endeavour Energy's liability in respect of Endeavour Energy supplied services

- (a) If the Developer 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 Developer or a person making a Claim against the Developer 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.

16.0 Termination

16.1 Endeavour Energy's notice to remedy

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

- (a) that it is a notice given under this clause **Error! Reference source not found.**;
- (b) the nature of the Developer Event of Default; and
- (c) if, in the reasonable opinion of Endeavour Energy:
 - (i) the Developer Event of Default is capable of remedy, that the Developer is required to remedy the Developer 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 Developer Event of Default is not capable of remedy, that the Developer Event of Default is not capable of remedy.

16.2 Termination by Endeavour Energy

If:

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

then Endeavour Energy may terminate this Model Standing Offer by notice to the Developer with effect from the date on which the notice is served and the provisions of clause **Error! Reference source not found.** will apply.

16.3 Consequences of termination for Developer event of default

If this Model Standing Offer is terminated by Endeavour Energy under clause **Error! Reference source not found.** the Developer 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 or Alternative Control Services 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 Developer has not complied with clause **Error! Reference source not found.**(a) 90 days, the cost of any works carried out by Endeavour Energy to restore Endeavour Energy's Distribution System to the Initial State.

16.4 No prejudice to accrued rights and survival of certain terms

- (a) The termination of this Model Standing Offer by a party under this clause **Error! Reference source not found.** 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 **Error! Reference source not found.** survives the termination or expiry of this Model Standing Offer.

17.0 Confidentiality

17.1 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 **Error! Reference source not found.**

17.2 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 17.2**Error! Reference source not found.** keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 17.2**Error! Reference source not found.**
- (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.

17.3 Disclosures required by law

- (a) Subject to clause 17.3**Error! Reference source not found.**, 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 17.3**Error! Reference source not found.**, 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.

18.0 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) (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
 - (ii) (delivery by post) on the date two business days after it is posted; or
 - (iii) (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 **Error! Reference source not found.**, a person's contact details for delivery of notices are those set out in the Application.

19.0 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.

20.0 Complaints and dispute resolution

20.1 Dispute resolution

- (a) The Developer may ask Endeavour Energy to review its decisions in connection with the Standard Connection Service (Subdivision and Asset Relocation) 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 Developer Complaints, Appeals and Disputes which are available on request, and on Endeavour Energy's website at www.endeavourenergy.com.au.
- (c) The Developer may, without any cost to the Developer, refer any complaint or dispute arising in connection with Endeavour Energy's provision of the Standard Connection Service (Subdivision and Asset Relocation) 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 Developer acknowledges that:
 - (i) the EWON may require the Developer to provide Endeavour Energy with an opportunity to address the Developer's complaint or dispute in accordance with the Endeavour Energy Procedures for Developer Complaints, Appeals and Disputes before it will investigate the Developer's complaint or dispute; and
 - (ii) generally the EWON expects Developers to have attempted to resolve the complaint or dispute with Endeavour Energy before contacting EWON.

20.2 Referral to Australian Energy Regulator

- (a) The processes and procedures described in clause **Error! Reference source not found.** do not limit the Developer'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 Developer acknowledges that the AER may require the Developer to attempt to resolve a dispute with Endeavour Energy in accordance with the Endeavour Energy Procedures for Developer Complaints, Appeals and Disputes before the AER will investigate and determine the dispute.

21.0 General

21.1 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.

21.2 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.

22.0 Interpretation

22.1 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 or ASP/3 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 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 Standard Connection Service (Subdivision and Asset Relocation) signed by the Developer 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 **Error! Reference source not found.**

"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/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.

"Asset Relocation" means the relocation or removal of a portion of Endeavour Energy's Distribution Network.

"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.

"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.

"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 Schedule 1: payable in consideration for the provision of the Standard Connection Service (Subdivision and Asset Relocation) and the performance

by Endeavour Energy of its obligations under this Model Standing Offer. These charges are non-contestable.

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

"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 Developer may choose to have undertaken by an Accredited Service Provider in accordance with section 31 of the ES Act.

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

"Defect" means:

- (a) any defect, deficiency, fault, error or omission in the Network Connection Works, Endeavour Energy Provided Connection Works or the Endeavour Energy Provided Chargeable Connection Services; or
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence; or
 - (ii) aspect of the Network Connection 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 **Error! Reference source not found..**

"Design Documentation" means all design documentation (including specifications, models, calculations, material test results and drawings) in electronic and written forms which the Developer or any other person creates in respect of the Developer'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 **Error! Reference source not found..**

"Developer" means each developer identified in the Application.

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

- (a) the Developer abandons the Network Connection Works or the Site;
- (b) the Developer fails, within 45 business days, to rectify any Defect advised by Endeavour Energy in accordance with clause (d);
- (c) the Developer 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 (v);
- (d) the Developer fails to provide Endeavour Energy or its personnel with access to the Site in accordance with this Model Standing Offer;
- (e) the Developer fails to ensure the grant of any Land Interest under clause **Error! Reference source not found.;**
- (f) the Developer is or becomes insolvent; or
- (g) the Developer fails to pay any amount due and payable by the Developer to Endeavour Energy pursuant to this Model Standing Offer.

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

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

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

"Developer's Connection" means 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 the Maximum Capacity.

"Discloser" has the meaning given in clause **Error! Reference source not found.**

"Dispute" means any dispute or difference which arises between Endeavour Energy and the Developer 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 Developer'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.

"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 Certified Design" means the form of the Draft Design approved by Endeavour Energy through issue of an Approval Notice in accordance with clause **Error! Reference source not found.**

"Endeavour Energy Information" means any information or documentation:

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

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

"Endeavour Energy Procedures for Developer 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 Developer 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 2014 (NSW);
- (c) Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
- (d) Electricity (Consumer Safety) Act 2004 (NSW);
- (e) Electricity (Consumer Safety) Regulation 2015 (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's Customer Funded Contestable Service Work Guidelines (Level 1);
- (l) Endeavour Energy's Customer Funded Contestable Service Work Guidelines (Level 3); Endeavour Energy's Standards; and
- (m) Endeavour Energy's Electrical Safety Rules.

"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 Customer Funded Contestable Service Work Guideline" means the current "Developer 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 Network Planning Policy" means the document of that name developed by Endeavour Energy as amended and updated from time to time and published on Endeavour Energy's website at www.endeavourenergy.com.au.

"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 Developer 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).

"Initial Meeting" has the meaning given in clause **Error! Reference source not found.**

"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 **Error! Reference source not found.**

"Large Developer" 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 Developer is required to comply.

"Letter of Acceptance" means:

- (a) where the Development is an Asset Relocation, a notice issued by Endeavour Energy notifying the Developer that the Network Owner is prepared to accept transfer of all assets installed in respect of the Network Connection Works; and

(b) where the Development is a Subdivision, a Notification of Arrangement.

"Letter of Intent" means a notice (in the form provided by Endeavour Energy) issued by the Developer to Endeavour Energy notifying Endeavour Energy of the details of the Developer'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 **Error! Reference source not found.**

"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" means the terms and conditions set out in this document entitled "Model Standing offer for a Standard Connection Service (Subdivision and Asset Relocation) Terms and Conditions".

"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 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, relocate extend or remove part of Endeavour Energy's Distribution System for the purpose of providing the Standard Connection Service (Subdivision and Asset Relocation) to be carried out by an ASP/1.

"Network Connection Works Complete Declaration" means a declaration **and** issued by the Developer'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 Developer 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.

"Notification of Arrangement" means a notification required by the local council that Endeavour Energy accepts that satisfactory arrangements have been made for the provision of electricity.

"Original Developer" has the meaning given in Schedule 1:

"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.

"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 **Error! Reference source not found..**

"Public Lighting" has the meaning given to that term in the Terms and Conditions for Connection of Public Lighting Assets.

"Recipient" has the meaning given in clause **Error! Reference source not found..**

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

"Reimbursable Works Contribution" has the meaning given in clause **Error! Reference source not found..**

"Rejection Notice" has the meaning given in clause **Error! Reference source not found..**

"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 Developer's premises identified in the Application.

"Standard Connection Service (Subdivision and Asset Relocation)" means the Standard Connection Services referred to in clause 3.

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

- (a) a Subdivision; or
- (b) an Asset Relocation,

and the Developer 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.

"Subdivision" means:

- (a) a residential, industrial or commercial subdivision of a single lot at a Site into two or more lots;
 - (b) the construction of commercial or industrial premises (or both) at a Site; or
 - (c) the construction of multiple new residential premises at one or more Sites
- requiring an electrical network.

"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.

"Terms and Conditions for Connection of Public Lighting Assets" means the General Terms And Conditions For Connection Of Public Lighting Assets which can be found on Endeavour Energy's website at www.endeavourenergy.com.au.

"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.

"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.

22.2 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:
 - (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.

22.3 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: Charges

1. Alternative Control Services Charges payable in accordance with clause 11.0(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.
2. Charges for Endeavour Energy Provided Chargeable Connection Services provided by Endeavour Energy under clause 8.1 **as published in the Network Price List;**
3. Any Connection Charges referable to amounts that Endeavour Energy is entitled to recover from the Developer 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 Developer**") following a connection asset ceasing to be dedicated to the exclusive use of the Original Developer through establishment of the Developer's Connection) in accordance with the requirement of Energy Laws and Endeavour Energy's Pioneer Policy.

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