

Model standing offer for a Micro Generator/BESS basic connection service

Terms and conditions
September 2026



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
06.	September 2026	Customer Network Solutions	Revised for Emergency Backstop Mechanism, Flexible Export requirements and ADI0002 SCADA and Communication requirements

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 Generator/BESS 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 Micro Generator/BESS Basic Connection Service

- (a) This document is Endeavour Energy's Model Standing Offer for a Micro Generator/BESS Basic Connection Service for Customers who seek a Micro Generator/BESS Basic Connection. The Micro Generator/BESS must be connected to the Endeavour Energy's Distribution System via an inverter which complies with AS4777 (Grid connection of energy systems via inverters).
- (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 Micro Generator/BESS Basic Connection;
 - (ii) the Customer must ensure the provision of any Customer Installation Works are completed;
 - (iii) Endeavour Energy will undertake the Micro Generator/BESS Basic Connection Services relating to the Micro Generator/BESS Basic Connection; and
 - (iv) the Customer must pay or procure the payment of Connection Charges to Endeavour Energy in consideration for Endeavour Energy providing the Micro Generator/BESS 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 a Micro Generator/BESS Basic Connection Service to which this Model Standing Offer applies,then the Customer is taken to have accepted an offer from Endeavour Energy for the Micro Generator/BESS 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; or
 - (ii) if the Customer is not a Large Customer, in the form of Endeavour Energy's Deemed Standard Connection Contract, as published on its website at www.endeavourenergy.com.au,

and, in each case, the Connection Contract will incorporate the additional terms and conditions set out in this Model Standing Offer

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

- (a) Where:
 - (i) the Customer has made an Application and has not requested an expedited service; and

- (ii) Endeavour Energy has made the Customer an offer for a Micro Generator/BESS Basic Connection Service at the Site on the terms of this Model Standing Offer,

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

- (i) if the Customer is a Large Customer, in the form of Endeavour Energy's Deemed AER Approved Standard Connection Contract for Large Customers, as published on its website at www.endeavourenergy.com.au; or
 - (ii) 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;
- (b) In each case the Connection Contract will incorporate the additional terms and conditions set out in this Model Standing Offer.
 - (c) This Model Standing Offer for a Micro Generator/BESS Basic Connection Service does not apply to a Customer who wishes to connect at the Site a generating system and/or battery energy storage system with a total nameplate capacity of more than 10kW single phase or 30kW three phase.

1.4 Definitions and interpretation

- (d) Capitalised words and expressions used in this Model Standing Offer are defined in clause 15.1.
- (e) Some rules to assist in the interpretation of this Model Standing Offer are also included in clause 15.0.

2.0 General

2.1 Customer's general obligation

The Customer must:

- (a) 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:
 - (i) the Customer's ASP/2 to construct, test and commission the Premises Connection Assets;
 - (ii) the Customer's electrical contractor to design, construct and commission the Customer's Electrical Installation (other than the installation of a Type 1-4 Meter);
 - (iii) 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
 - (iv) Endeavour Energy to undertake any Alternate Control Services required to facilitate the Premises Connection Works; and
- (b) comply with the Micro Generator/BESS terms and conditions in Schedule 2:.

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 engaged by the Customer) as required by clause 2.1 and the terms of this Offer complies with Work Health and Safety Laws as applicable.

2.3 Site-specific Conditions

- (a) The Customer must:
 - (i) comply with any Site-specific Conditions that apply to the premises, including:
 - (A) as identified in this contract;
 - (B) as notified to the Customer under clause 2.31.1(c);
 - (C) any requirements specified in the Permission to Connect; and
 - (ii) notify Endeavour Energy at least 21 days in advance of any transfer of control or ownership of the premises.
- (b) Without limiting clause 2.3(a) above, the Customer must take all reasonably practicable steps to comply with a Site-specific Condition that applies to the premises, including any that apply to the premises under:
 - (i) a standard form connection contract or a Deemed AER Approved Standard Connection Contract for Large Customers in relation to the premises;
 - (ii) a Deemed Standard Connection Contract in relation to the premises; or
 - (iii) a connection contract made under Chapter 5A of the National Electricity Rules in relation to the premises,that was in force between Endeavour Energy and a previous customer at the premises.
- (c) Endeavour Energy will notify the Customer of any Site-specific Conditions that apply to the premises as soon as reasonably practicable after receipt of any request from the Customer.

2.4 Endeavour Energy's obligations

Endeavour Energy will, in accordance with this Model Standing Offer provide the following Micro Generator/BESS Basic Connection Services:

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

2.5 Authorisations

The Customer will be responsible for obtaining and maintaining at its cost all Authorisations which the Customer is required under all relevant Laws to obtain or hold before the performance of the Contestable Works and Customer Installation Works may commence and be completed.

2.6 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 Micro Generator/BESS, 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 5.4(a)(i); and
 - (iii) it does not exceed:
 - (A) the Maximum Import Capacity; or
 - (B) Flexible Export Limit or Fixed Export Limit (as may be adjusted in accordance with Schedule 2:),
 at the Connection Point; and
 - (iv) it complies with the technical requirements set out in the Permission to Connect.
- (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 Micro Generator/BESS to Endeavour Energy's Distribution System or alter the Customer's Connection 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.
- (g) The Permission to Connect and the conditions contained within it are Site-specific Conditions and an additional term of Endeavour Energy's Deemed AER Approved Standard Connection Contract for Large Customers and Endeavour Energy's Deemed Standard Connection Contract.

3.0 Meters

- (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) The Customer must arrange with its Retailer or (or, if it is a Large Customer and has chosen to directly appoint a Metering Coordinator, its Metering Coordinator) for the Site to be connected and metered on a gross or net basis ("Connection Method").
- (d) The Customer must ensure that the Customer's Electrical Professional identifies the Connection Method established at the Site in the NOSW.
- (e) Endeavour Energy, the Network Owner or the Network Lessee (as the case may be) at all times owns any Metering Equipment that is a type 5 or 6 Metering Installation (unless otherwise specified) which had been previously supplied by Endeavour Energy and remains for the purpose of its original use.

- (f) Compliance with this clause 3.0 is a precondition to energisation of a new or upgraded Customer's Connection, and a new or upgraded Embedded Generator.
- (g) 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;
- (h) 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(g) 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 4.0(c) below.
- (c) Endeavour Energy may notify the Customer of any items in relation to the Customer Installation Works that, in the reasonable opinion of Endeavour Energy, must be completed in order for the Customer Installation Works to be fit for the purpose of Endeavour Energy supplying electricity at the Site from Endeavour Energy's Distribution System.
- (d) The Customer is responsible for assessing the capabilities of the Micro Generator/BESS and the characteristics of Endeavour Energy's Distribution System to ensure that the Micro Generator/BESS is capable of working under all network conditions.
- (e) The Customer must maintain records and diagrams, if available, of the Customer Installation Works and provide copies to Endeavour Energy promptly on request.

5.0 Completion and transfer of Premises Connection Assets

5.1 Timeline for Completion of Contestable Works

- (f) 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.
- (g) 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:

- (h) owned by the Network Owner
- (i) leased by the Network Owner to the Network Lessee; and
- (j) 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 and 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 that 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, which may include, but are not limited to:
 - (i) site establishment which includes NMI creation;
 - (ii) 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 ASP/2; 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 Micro Generator/BESS 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 Professional 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 7.1(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 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 Charges payable by the Customer

- (a) The Customer is responsible for paying or procuring the payment of all charges and costs payable to:
 - (i) 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) the Customer's other Electrical Professionals or Retailer for services provided by the Customer's Electrical Professionals or Retailer in connection with the carrying out of the Customer Installation Works; and
 - (iii) Endeavour Energy for all Connection Charges in accordance with this Model Standing Offer.
- (b) The Customer pays the Connection Charges to Endeavour Energy in consideration for Endeavour Energy providing the Basic Connection Service to the Customer.

8.2 Amounts payable to the Customer's Electrical Professionals

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 Customer Installation Works that are not paid to the Customer's Electrical Professional by the Customer's Retailer.

8.3 Invoices

- (a) Subject to clause 8.31.1(f), Endeavour Energy may send an invoice to the Customer or the Customer's Electrical Professional on or after the last day of a calendar month for any services carried out by Endeavour Energy during or prior to that calendar month.
- (b) If Endeavour Energy requires payment by the Customer in advance of providing a service or carrying out any works, Endeavour Energy may notify the Customer or the Customer's Electrical Professional and issue a payment advice accordingly.
- (c) Each invoice or payment advice issued by Endeavour Energy:
 - (i) must separately identify each applicable Connection Charge; and
 - (ii) state whether the amount is inclusive or exclusive of GST.
- (d) Where an amount paid by the Customer or the Electrical Professional on the Customer's behalf under this Model Standing Offer is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.
- (e) Within 20 Business Days from the date of an invoice issued by Endeavour Energy (or such other period as may be set out in Endeavour Energy's invoice) the Customer or the Electrical Professional must pay to Endeavour Energy the amount set out in the invoice.
- (f) The Customer acknowledges and agrees that if the Customer's Electrical Professional fails to pay any of the charges contemplated by this clause, the Customer remains liable for those charges as invoiced to the Customer under this contract.

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;
 - (v) the risk that the Micro Generator/BESS is unable to export energy to Endeavour Energy's Distribution System as a result of:
 - (A) the compatibility of the Micro Generator/BESS with Endeavour Energy's Distribution System;
 - (B) prevailing network supply conditions in the area;
 - (C) the capability and performance of the Micro Generator/BESS;
 - (vi) the financial risk that the:
 - (A) Micro Generator/BESS chosen by the Customer and installed at the Site; and
 - (B) the Connection Method established at the Site by the Customer's ASP/2,do not return financial benefits as expected by the Customer;
 - (vii) the risk of maintaining:
 - (A) the Contestable Works (while the Contestable Works are in the Customer's care under clause 9.21.1(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 9.1(a); and

- (ii) it is not entitled to, and must not, make a Claim against Endeavour Energy arising out of or in connection with the occurrence of any of the risks set out in clause 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 (prior to transfer of ownership of the Premises Connection Assets to the Network Owner in accordance with clause 5.2);
- (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 a Micro Generator/BESS different to that specified in the Permission to Connect without first obtaining Endeavour Energy's permission;
 - (iii) the 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; or
 - (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 1.1(a);
 - (B) the Customer Installation Works; or
 - (C) at all times, the area around the Contestable Works and the Customer Installation Works,
 - (vi) 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 Micro Generator/BESS Basic Connection Service.

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

- (a) If the Customer has the benefit of statutory guarantees under the *Competition and Consumer Act 2010* (Cth), 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) To the extent permitted by Law:
 - (i) Endeavour Energy gives no condition, warranty or undertaking, and makes no representation to the Customer, about the condition or suitability of Endeavour Energy's services, their quality, fitness for purpose or safety, other than those set out in this contract;
 - (ii) subject to clause 9.4(c), Endeavour Energy's liability to the Customer in respect of any loss or damage arising in relation to this contract (whether arising under contract, in tort (including negligence) or otherwise) is limited to the lesser of the following:
 - (A) the cost of repair or replacement of any property damaged (as appropriate); or
 - (B) \$5,000; and
 - (iii) subject to clause 9.4(c), Endeavour Energy is not liable for any Consequential Loss suffered by the Customer in relation to this contract (whether arising under contract, in tort (including negligence) or otherwise).
- (c) The limitations of liability under clauses 9.4(b)(ii) and 9.4(b)(b)(iii) do not apply to the extent the relevant loss or damage is caused by bad faith, wilful misconduct, fraud, malicious or criminal conduct (by act or omission), breach of Law or failure to comply with any relevant Authorisation on the part of the Endeavour Energy.

9.5 No variation to statutory liability limitation under the NEL

The Customer acknowledges that except as expressly provided in this clause 9.0, the terms of this contract do not represent waiver by Endeavour Energy of, nor an agreement to vary or exclude, any limitation of its liability under sections 119 or 120 of the NEL.

9.6 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.

9.7 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) **(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
- (ii) **(delivery by post)** on the date five (5) business days after it is posted; or
- (iii) **(delivery by email)** at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.

For the purposes of providing a notice in accordance with this clause 11.0 a person's contact details for delivery of notices 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 Micro Generator/BESS 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.
- (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 Micro Generator/BESS 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.

14.3 Customer Acknowledgement

The Customer acknowledges and agrees that Endeavour Energy may contact the Customer about the Customer's Embedded Generator/BESS, the connection services provided by Endeavour Energy to the Customer, and any matter in relation to this contract. Endeavour Energy may use the Customer's personal information (such as contact number or email address) provided to Endeavour Energy by the Customer's Retailer. All personal information will be collected, used, stored and managed in accordance with Endeavour Energy's Privacy Policy accessible at <https://www.endeavourenergy.com.au/privacy-and-disclaimer>.

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 section 31A of the *ES Act* and under Part 3 of the *ES Regulation* (Safety and Network Management), 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 Micro Generator/BESS Basic Connection Service signed by or on behalf of a customer and submitted to Endeavour Energy.

"ASP/1" means an individual or entity accredited under the Accreditation Scheme as a level 1 accredited service provider for construction.

"ASP/2" means an individual or entity accredited under the Accreditation Scheme 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 under the Accreditation Scheme 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.

"BESS" means a Battery Energy Storage System and includes vehicle-to-grid EV chargers.

"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 5.4.

"Compliance Certificate" means a Certificate of Compliance Electrical Work completed by an electrical contractor in accordance with the requirements of the *Gas and Electricity (Consumer Safety) Act 2017* (NSW) and the *Gas and Electricity (Consumer Safety) Regulation 2018*.

"Connection Charges" means the charges set out in Schedule 1: payable in consideration for the provision of the Micro Generator/BESS Basic Connection Service and the performance by Endeavour Energy of its obligations under this Model Standing Offer.

"Connection Contract" means the contract formed by acceptance of this Model Standing Offer in accordance with clause 1.2 or 1.3.

"Connection Method" has the meaning given to that term in clause 1.1(c).

"Connection Point" means that point or points (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.

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

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

"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 7.21.1(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 9.3(c)(a)(vii);

- (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 Micro Generator/BESS 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 Import Capacity or Export Capacity (as applicable).

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

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

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

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

"Defect" means:

- (a) any defect, deficiency, fault, error or omission in the Contestable Works or Customer Installation Works; or
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence; or
 - (ii) 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 this 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.

"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) ES Regulation;
- (d) *Gas and Electricity (Consumer Safety) Act 2017* (NSW);
- (e) *Gas and Electricity (Consumer Safety) Regulation 2018* (NSW);
- (f) the Service and Installation Rules for 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: 2018, Electrical Installations (the Wiring Rules) and AS/ NZS 3017:2022 – Electrical Installations – Verification by inspection and Testing;
- (j) Endeavour Energy Customer Funded Contestable Service Work Guidelines (Level 1);
- (k) Endeavour Energy's Customer Funded Contestable Service Work Guidelines;
- (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 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 section 96B 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 (Safety and Network Management)" means *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW).

"ES Regulation (General)" means *Electricity Supply (General) Regulation 2014* (NSW).

"ES Regulations" means:

- (a) ES Regulation (Safety and Network Management); and
- (b) ES Regulation (General).

"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, in relation to the connection of an Micro Generator/BESS at the Connection Point, 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 which, for the Customer Connection, is the amount notified to the Customer by Endeavour Energy in the Permission to Connect

"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.

"Maximum Import Capacity" means for the Connection Point (as applicable):

- (a) the maximum Import Capacity specified in the Permission to Connection issued by Endeavour Energy under this Model Standing Offer; or
- (b) if no maximum Import Capacity is specified in the Permission to Connect, the maximum Import Capacity Endeavour Energy has agreed to under a separate connection contract for the Connection Point.

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

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

"Metering Equipment" means all measurement and control equipment located on the premises distribution board which includes, but not limited to, meters, load control equipment, CT's and VT's.

"Micro Generator/BESS" means a generating system and/or battery energy storage system with a total nameplate capacity of less than or equal to 10kW single phase or 30kW three phase.

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

"Micro Generator/BESS Basic Connection Service" means the Micro Embedded Generation Basic Connection Service referred to in clause 2.3.

"Micro Generator/BESS Basic Connection" means an existing connection between Endeavour Energy's Distribution System and the Customer's premises at the Site at low voltage, where:

- (a) the existing connection to Endeavour Energy's Distribution System at the Site is suitable for the connection of the Micro Generator/BESS;
- (b) an approved Micro Generator/BESS up to 10kW single phase or 30kW three phase installed at the Site is to be connected to Endeavour Energy's Distribution System;
- (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.

"Model Standing Offer" means the terms and conditions set out in this document entitled "Model Standing offer for a Micro Generator/BESS 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.

"NMI" means a National Metering Identifier as described in clause 7.8.2(c) in the National Electricity Rules.

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

"NOSW" means, in relation to the Customer's Connection, a Notification of Service Work which must be submitted by the Customer or Customer's 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 altered through provision of the Micro Generator/BESS 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.

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

"Small Customer" has the meaning given to that term in the National Energy Retail Law, being a customer who 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 2025* (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 there set out.
- (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 6.1(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.

Schedule 2: Micro Generator/BESS Terms and Conditions

1. General

This Schedule 2:, together with Annexure 1 (**Meaning of Words**) and Annexure 2 (**Flexible Export Terms**) set out Endeavour Energy's terms and conditions for the provision of connection services in respect of a Micro Generator/BESS.

The terms and conditions in this Schedule (along with Annexure 1 and the Flexible Export Terms) are Site-specific Conditions and an additional term of Endeavour's Connection Contract with the Customer.

1.1 Services provided under these terms and conditions

- (a) Endeavour Energy agrees to provide the Customer with all the services described in this Model Standing Offer and the Connection Contract and:
 - (i) connection services so as to enable the connection of the Micro Generator/BESS specified in the Application;
 - (ii) the Export of energy to Endeavour Energy's Distribution System; and/or
 - (iii) the Import of energy from EE's Distribution System, (as applicable); and
 - (iv) Use of System Services so as to enable the transport of electricity from the Connection Point through Endeavour Energy's Distribution System.
- (b) Endeavour Energy will provide the services described in paragraph 1.1(a) up to the Flexible Export Limit or Fixed Export Limit in accordance with these terms and conditions.

1.2 Commencement of terms and conditions

The Customer consents to Endeavour Energy providing connection services to each Connection Point in accordance with these terms and conditions, the Rules and Standards and the Permission to Connect.

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

1.3 Compliance with laws and requirements

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

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

1.4 Availability of terms and conditions and other information

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

2. Duration

Endeavour Energy agrees to provide the Customer with connection services at each Connection Point from the date the Customer is taken to have accepted the offer from Endeavour Energy for the Basic Connection Service (under clause 1.2 or 1.3 (as applicable)) and until the earlier of:

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

Unless Endeavour Energy and the Customer have entered into a new connection agreement for a Connection Point, the Customer must disconnect each Connection Point from the distribution system on the effective date of termination under paragraph 10.

3. Requirements relating to connection services and required services

3.1 Agreements/Registrations/Meter Provisions

The Customer will, prior to electrically connecting the Micro Generator/BESS to the Distribution System:

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

3.2 Works

The Customer will:

- (a) supply, install, test, commission, operate, maintain and repair the Micro Generator/BESS in accordance with the Rules and Standards, the Permission to Connect and these terms and conditions;
- (b) operate the Micro Generator/BESS in accordance with:
 - (i) the Rules and Standards;
 - (ii) these terms and conditions; and
 - (iii) within the constraints and technical requirements specified in the Permission to Connect;
- (c) ensure the inspection of the Micro Generator/BESS by Authorised Persons for compliance with Energy Laws, the Rules and Standards and any other applicable standard and if such inspection reveals any areas of non-compliance (including as may be notified to the Customer by Endeavour of any of its Authorised Persons), remedy these prior to the Micro Generator/BESS being connected to the Distribution System;
- (d) rectify any non-compliance of the Micro Generator/BESS with Energy Laws, the Rules and Standards or this contract identified through any testing or inspection required under any Energy Laws or the Rules and Standards (including as may be notified to the Customer by Endeavour of any of its Authorised Persons); and
- (e) ensure the Micro Generator/BESS complies with the protection and control requirements of AS/NZS 4777.2 "Grid Connection of Energy Systems via Inverters – Part 2: Inverter Requirements to ensure:
 - (i) disconnection of the Inverter from Endeavour Energy's Distribution System in the event of a loss of supply;
 - (ii) the Inverter is operating within acceptable operating parameters; and
 - (iii) the Inverter is prevented from energising a de-energised circuit; and
- (f) comply with the technical requirements specified in the Permission to Connect.

3.3 Connection Requirements

The Customer will:

- (a) ensure that the Micro Generator/BESS complies with the Permission to Connect and all relevant Rules and Standards, including those related to the quality of electricity generated; and
- (b) take any corrective action required to prevent undue interference with supply of electricity to other customers connected to the Distribution System.

3.4 Compliance Testing and Commissioning

The Customer must (unless otherwise exempted by Endeavour Energy):

- (a) ensure that the Inverter is:
 - (i) unless otherwise notified by Endeavour Energy to the Customer, compliant with CSIP-AUS; and
 - (ii) connected to a stable internet supply in order to interface with and receive communications from Endeavour Energy systems;
 - (iii) installed with equipment, firmware, software and hardware and is properly maintained so that it operates at all times in good working order in accordance with its intended purpose;
- (b) if required by Endeavour Energy, allow Endeavour Energy (or any of its contractors) to validate that Endeavour Energy's communication link with the Inverter is operational and facilitates remote curtailment/interruption of the Micro Generator/BESS by Endeavour Energy; and
- (c) provide Endeavour Energy with the serial number of the Inverter.

If the Customer does not own the Micro Generator/BESS on its property the Customer agrees to procure for Endeavour the right to do this.

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

3.5 Non-compliance

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

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

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

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

3.6 Customer's acknowledgement

The Customer acknowledges and agrees that, notwithstanding any inspection carried out by, or notice given by, Endeavour Energy under this Schedule 2: the Customer accepts full responsibility for all aspects of the Micro Generator/BESS, its suitability for use, and its compliance with all applicable Laws (including, the ES Act, the ES Regulations, the National Electricity Rules, the National Electricity Law and the National Energy Retail Law).

3.7 Curtailment/Interruption of Micro Generator/BESS

- Curtailment of a Customer's Micro Generator/BESS can apply to either the exported energy only or can extend to include overall generation.
- Under export only scenarios, the Customer may continue to consume electricity generated from the Micro Generator/BESS.
- However, under some circumstances (as explained below) Endeavour Energy may stop all generation from a Customer's Inverter in which self-consumption is no longer possible.

(a) Endeavour Energy may remotely (or through manual operator action) interrupt or curtail Exports and/or generation from the Customer's Micro Generator/BESS in the following circumstances:

- (i) **(exports only)** in accordance with the Flexible Exports Terms in Annexure 2 of the Connection Contract;
- (ii) **(exports and/or generation)** as an Emergency Backstop Condition in response to an MSL Event as notified by AEMO or where directed to do so by AEMO, or another person lawfully authorised by AEMO to issue that direction under the National Electricity Law;
- (iii) **(exports and/or generation)** to carry out testing to ensure Endeavour Energy is capable of remotely interrupting or curtailing electricity; or
- (iv) **(exports and/or generation)** in any other circumstances agreed in writing with the Customer.

- Emergency Backstop Conditions are expected to be infrequent events and outside of normal operating conditions.
- Flexible Exports (as described in Annexure 2) are an ongoing operational agreement that dynamically manages the Customer's exports and curtailment to allow increased overall exports into the network.

(b) Customer notification for curtailment in the circumstances:

- (i) specified in paragraph 3.7□(i) or 3.7□(ii) (where the cumulative period of curtailment of Export and or/or generation is more than 120 minutes within a 48 hour period), Endeavour Energy will take reasonable steps to notify the Customer as soon as practicable following the commencement of Exports and/or generation curtailment, including by SMS/email to the Customer or by placing a notification banner on Endeavour Energy's website; or.
- (ii) specified in paragraph 3.7□(iii) above (where Endeavour Energy anticipates that testing will result in Export and/or generation curtailment for a cumulative total of more than 60 minutes within a 48 hour period), Endeavour Energy will provide the Customer with written notice at least 48 hours prior to the testing of capabilities to curtail Exports or generation from the Micro Generator/BESS.

(c) For the purposes of subparagraph □, where Endeavour Energy does not have electronic contact details for the Customer, Endeavour Energy may provide notice by publishing information about the curtailment in a prominent part of Endeavour Energy's website.

3.8 Forced Outages and Involuntary Disconnection of Electricity Supply

In response to a Network Management Condition, or when so instructed by AEMO, the System Operator or any other regulatory authority, Endeavour Energy may:

- (a) disconnect (either through automatic disconnection equipment or through manual operator action) the Connection Point without notice to the Customer; or
- (b) require the Customer to disconnect the Connection Point from the distribution system, provided that Endeavour Energy reasonably considers that disconnection or restriction is necessary to remove the Network Management Condition to enable Endeavour Energy to repair damage to the distribution system caused by a Network Management Condition, or to comply with an instruction of AEMO, the System Operator or the relevant regulatory authority.

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

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

In addition to the responsibilities detailed in the Connection Contract, the Customer will be responsible for the following in relation to the connection of the Micro Generator/BESS to the Distribution System:

- (a) the construction, commissioning and testing of any necessary works; and
- (b) satisfaction of and compliance with, the requirements set out in the Permission to Connect and all relevant Rules and Standards.

4.2 Access

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

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

5. Export Limit

- (a) Subject to paragraphs 3.7 and 3.8 above and paragraph 5(b) below, Endeavour Energy will permit Export from the Micro Generator/BESS up to the Flexible Export Limit or Fixed Export Limit (as applicable).
- (b) If the Customer's Permission to Connect:
 - (i) specifies a Fixed Export Limit only, Endeavour Energy will not permit Export from the Micro Generator/BESS above the Fixed Export Limit; or
 - (ii) specifies a Flexible Export Limit, Endeavour Energy will dynamically adjust the Export limit of the Micro Generator/BESS in response to prevailing network conditions and in accordance with the Flexible Export Terms.

6. Meter reading equipment

6.1 The Customer's Responsibilities

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

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

7. Charges

In addition to any charges payable under the Model Standing Offer and Connection Contract: the Customer must pay Endeavour Energy for any charges payable by the Customer under the Network Price List in relation to the connection of the Micro Generator/BESS.

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

7.1 Taxes

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

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

8. Variation in charges

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

8.1 Variation by consent

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

9. Invoices and Payments

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

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

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

10. Terminating these terms and conditions

10.1 Termination by Endeavour Energy

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

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

10.2 Termination for Force Majeure

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

10.3 Termination date

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

11. Force Majeure

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

12. Communications by EE to Micro Generator/BESS

12.1 Customer to provide information

In order for Endeavour Energy to provide the Customer with the services contemplated in this Schedule 2: the Customer:

- (a) authorises Endeavour Energy to access, store and utilise any information relating to the Customer's Micro Generator/BESS for the purpose of planning, managing and operating the Distribution System;
- (b) must provide Endeavour Energy with any additional information Endeavour Energy may reasonably require for the purposes described in paragraph 12.1(a) or to facilitate the Export of energy from the Micro Generator/BESS; and
- (c) must provide Endeavour Energy (and any of its contractors) with such information and assistance as Endeavour Energy or its contractors may reasonably request in order for Endeavour Energy to manage the reliability, safety, stability and security of the Distribution System and Endeavour Energy's obligations under applicable Law.

12.2 Indemnity

The Customer will indemnify Endeavour Energy for any Loss suffered by Endeavour and against all liability in respect of any Claim which may be taken or made against Endeavour arising from or in connection with any incorrect information provided by the Customer to Endeavour under paragraph 12.1.

13. General provisions

The Customer acknowledges and agrees that Endeavour Energy does not warrant or guarantee:

- (a) the reliability or performance of the Micro Generator/BESS (or the continuous, uninterrupted, secure, or error-free use of the Inverter as per the manufacturer's warranties); or
- (b) that the use of the Micro Generator/BESS (or participation in the arrangements for flexible export) will result in any energy and cost savings (e.g. on electricity charges, or otherwise).

ANNEXURE 1 (Meaning of words)

In this Schedule 2: capitalised words have the meaning defined in Schedule 1, in the Connection Contract or as explained in this Annexure. Meanings in this Annexure take precedence over the Connection Contract.

"Actual End Date" means the date provided for in the Permission to Connect as the 'Actual End Date'.

"ADI0002" means Endeavour Energy's standard in relation to SCADA and communication.

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

"Connections Portal" means the connections application portal that is accessible via Endeavour Energy's website at www.endeavourenergy.com.au/our-network/start-a-connection.

"CSIP-AUS" means the Common Smart Inverter Profile Australia, SA TS 5573:2025, published by Standards Australia Limited on 27 June 2025, as amended from time to time or if superseded, the document(s) listed by Standards Australia as superseding SA TS 5573:2025.

"Default Export Limit" means an export limit of 1.5KW per site that will apply to a Micro Generator/BESS with CSIP-AUS communication if the communication ceases for an extended time.

"Emergency Backstop Condition" means a condition requiring Endeavour Energy to temporarily reduce rooftop solar exports or pause generation for the Customer's Micro Generator/BESS.

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

"Flexible Exports Eligibility Criteria" has the meaning given in the Flexible Export Terms.

"Fixed Export Limit" means the maximum Export capacity that may pass through the Connection Point which will remain fixed at the limit specified in the Permission to Connect.

"Flexible Export Limit" means the maximum Export capacity that may pass through the Connection Point as specified in the Permission to Connect, being an amount up to 10kW per phase, and which is dynamically adjustable in accordance with Annexure 2.

"Flexible Export Terms" means the terms and conditions specified in Annexure 2 of Schedule 2:.

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

"Generator" has the meaning provided in the National Electricity Rules.

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

"Inverter" means the inverter forming part of the Micro Generator/BESS.

"MSL Event" means a 'Minimum System Load' event, as identified by AEMO, in which operational demand in the electricity system is at or near its minimum threshold, such that AEMO may issue notices to maintain power system security, including curtailment of relevant generating systems.

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

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

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

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

"Rules and Standards" means the rules and standards applied to electrical installations, equipment, electricity meters, electricity works, generating systems and battery energy storage systems, including:

- (a) all the rules and standards defined in the Model Standing Offer and the Connection Contract;
- (b) CSIP-AUS (SA TS 5573:2025);
- (c) AS/NZS 4777 – Grid Connection of Energy Systems via Inverters, Parts 1 and 2;
- (d) Endeavour Energy Protection Design Instruction PDI 5000: Protection of Embedded Generation Systems;
- (e) Endeavour Energy Automation Design Instruction ADI 0002: Customer Connection SCADA Requirements;
- (f) AS/NZS 3000 – Wiring Rules; and
- (g) any other reasonable requirements that Endeavour Energy imposes from time to time.

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

"Use of System Services" has the meaning given in the National Electricity Rules.

ANNEXURE 2 (Flexible Export Terms)

1. Application

- (a) The Customer may select a Flexible Export Limit or a Fixed Export Limit for the Site via Endeavour Energy's Connections Portal. The Customer's default export arrangement as part of the connections process is a Flexible Export Limit, as this arrangement is expected to deliver maximum value to the Customer. The Customer may "opt out" of a Flexible Export Limit under paragraph (1)(e) of this Annexure 2 through the Connections Portal.
- (b) If the Site is enrolled for a Flexible Export Limit, the amount of electricity the Customer may export into Endeavour Energy's Distribution System at any given time will be determined by Endeavour Energy having regard to those matters impacting Endeavour Energy's Distribution System that Endeavour Energy considers relevant (for example, voltage compliance or reverse power flow thermal limits). The maximum amount, that is, the Flexible Export Limit, that the Customer may export into Endeavour Energy's Distribution System at any time is 10kW per phase.
- (c) If the Site is enrolled for a Fixed Export Limit, the Customer may not export electricity into Endeavour Energy's Distribution System above the amount specified in the Permission to Connect.
- (d) Subject to paragraph 1(e), these Flexible Export Terms apply if either:
 - (i) the Customer has a Micro Generator/BESS and enters into this Connection Contract on a connection approved by Endeavour Energy; or
 - (ii) if the Customer is on a Default Export Limit or Fixed Export Limit and enrolls the Site for a Flexible Export Limit via the Connections Portal;
- (e) At any time the Customer may "opt out" of these Flexible Export Terms by written notice to Endeavour Energy. On and from the date of any such notice, these Flexible Export Terms will no longer apply to the Customer and Endeavour Energy will issue a revised Permission to Connect to the Customer which specifies a Fixed Export Limit.

2. Eligibility

In order for Endeavour Energy to facilitate Export from the Micro Generator/BESS up to the Flexible Export Limit, the Customer must have an Inverter that meets the requirements specified in paragraph 3.4(a) of Schedule 2: and meet any additional eligibility criteria notified to the Customer by Endeavour Energy (**Flexible Exports Eligibility Criteria**).

3. Flexible Export Limit

- (a) Once the Micro Generator/BESS is commissioned in accordance with the requirements specified in paragraph 3 of Schedule 2:, Endeavour Energy will:
 - (i) remotely communicate with the Inverter on a continuous basis;
 - (ii) monitor the amount of energy generated by the Micro Generator/BESS; and
 - (iii) via a remote signal to the Inverter, release up to the Flexible Export Limit of electricity from the Micro Generator/BESS.
- (b) Subject to paragraph 3.7 and 3.83.7 of Schedule 2:, Endeavour Energy will use reasonable endeavours to maintain Export from the Micro Generator/BESS at the Flexible Export Limit provided the Micro Generator/BESS is online. Any adjustments

to the Customer's Export Limit by Endeavour will be made remotely by communicating with the Inverter.

- (c) Endeavour Energy may curtail or restrict the Export Limit due to network constraints by imposing a net Export Limit on the site during periods of local network constraints. This measure is expected to be infrequent and is necessary to maintain network reliability and quality.

4. Reversion to Default Export Limit

- (a) Endeavour Energy does not warrant or guarantee that Export from the Micro Generator/BESS will be at the Flexible Export Limit or Fixed Export Limit in circumstances where:
 - (i) communication with the Inverter is lost; or
 - (ii) there are other faults within the Inverter.
- (b) If at any point the Inverter loses internet connection (to be established and maintained by the Customer), the Flexible Export Limit or Fixed Export Limit will slowly 'ramp down' to the Default Export Limit until the Inverter regains internet connection.
- (c) Without limiting any of Endeavour Energy's rights under the Model Standing Offer (including under paragraph 3.7 of Schedule 2:), Connection Contract or applicable Laws, Endeavour Energy may reduce Export from the Micro Generator/BESS to the Default Export Limit if at any time the Customer:
 - (i) fails to meet the Flexible Exports Eligibility Criteria; or
 - (ii) is in breach of these terms and conditions,
- (d) The Customer acknowledges and agrees that Endeavour Energy does not remotely rectify any non-compliance with these Flexible Export Terms.

5. Customer Enquiries

- (a) At any time, the Customer can call or email Endeavour Energy at:
 - (i) 13 20 03;
 - (ii) Flexible.Exports@endeavourenergy.com.au,

to request information about their Flexible Export Limit for the Micro Generator/BESS over a period of time.

- (b) The Customer acknowledges and agrees that Endeavour Energy may contact the Customer about these Flexible Export Terms, including regarding any non-compliance by the Customer or if the Micro Generator/BESS is offline. Endeavour Energy may use the Customer's personal information (such as contact number or email address) provided to Endeavour by the Customer's retailer. All personal information will be collected, used, stored and managed in accordance with Endeavour Energy's Privacy Policy accessible at <https://www.endeavourenergy.com.au/privacy-and-disclaimer>.
- (c) Endeavour Energy will use reasonable endeavours to contact the Customer if Endeavour Energy becomes aware that the Micro Generator/BESS is offline for an extended period of time. The Customer may contact Endeavour Energy for further information following receipt of such notification through the contact details in paragraph (a) above.

6. Disputes and Complaints

The Customer can make a complaint in accordance with the Dispute Resolution procedure in clause 13.0 of the Model Standing Offer (or the dispute resolution mechanism set out in the Connection Contract).

7. Accessibility

The Customer acknowledges and agrees that:

- (a) there are no costs to the Customer for opting-in to the flexible export arrangements set out in these Flexible Export Terms;
- (b) the Customer is responsible for:
 - (i) providing and maintaining its own Inverter;
 - (ii) establishing and maintaining the connection of the Micro Generator/BESS to the internet; and
 - (iii) paying any internet access, data download and other network charges; and
- (c) the flexible export arrangements set out in these Flexible Export Terms are without any service level or other performance guarantees from Endeavour Energy.

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