

Model standing offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS) 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	Strategy and Asset Planning	Updates to reflect Endeavour Energy lease transaction
0.5	December 2017	Asset Strategy and Planning	Amendments for Power of Choice
0.6	November 2023	Customer Network Solutions	Amendments for Embedded Networks
0.7	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:

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

Table of contents

1.0	Purpose of this document.....	1
1.1	Model Standing Offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS) for Customers.....	1
1.2	Application of this Model Standing Offer to expedited connections	1
1.3	Application of this Model Standing Offer when no expedited connection is requested	1
1.4	Additional terms for Embedded Generator/BESS	2
1.5	Connection of Embedded Network not permitted under this contract	2
1.6	Definitions and interpretation	2
1.7	Contestable Works.....	3
2.0	General obligations.....	3
2.1	Customer's general obligation	3
2.2	Customer's Work Health and Safety obligations	3
2.3	Authorisations	3
2.4	Site-specific Conditions	3
3.0	Endeavour Energy's obligations	4
4.0	Design Brief	4
4.1	Proposed Method of Supply to be Developed	4
4.2	Design Brief for Self-Certification Works	5
5.0	Preparation and approval of design.....	5
5.1	Design Brief and Design Documentation.....	5
5.2	Endeavour Certified Design (non-Self-Certification Works)	6
5.3	Self-Certification Works	7
5.4	Preconditions to commencement of Network Connection Works	7
6.0	Preparation for and construction of Network Connection Works	8
6.1	Site Meetings	8
6.2	Preparation of a Network Connection Works Program.....	8
6.3	Construction of the Network Connection Works	9
6.4	Inspection Hold Points and testing	9
6.5	Commissioning and Testing of Network Connection Works.....	10
7.0	Completing Network Connection Works	10
7.1	Notice of completion of Network Connection Works	10
7.2	Letter of Acceptance	10
7.3	Transfer of Works	10
7.4	Customer to take steps to effect transfer	11
7.5	Temporary Builder's Supply	11
7.6	No Encumbrances	11
7.7	Permission to Connect.....	11
7.8	Premises Connection Assets	12
7.9	Warranty Bond	12
7.10	Delivery of documents and information	13
7.11	Endeavour Energy may waive a condition	13
8.0	Provision of other services and works	13
8.1	Endeavour Energy Provided Chargeable Connection Services	13
8.2	Endeavour Energy Provided Connection Works and Reimbursable Works.....	13

9.0	Grant of Leases, Easements or Licenses	14
9.1	Customer to grant interests in land	14
9.2	Premises Connection Assets Site-specific Conditions	14
9.3	Rates and taxes	15
10.0	Customer Installation Works	15
11.0	Metering	16
11.1	Provision and installation of Meter	16
12.0	Time for completion of works	16
13.0	NOSW and Energisation	16
13.1	Notification of Service Works (NOSW), Notification of Metering Works (NOMW) and Notification of Energisation	16
13.2	Refusal to energise the Site	17
14.0	Alternative Control Services	17
15.0	Intellectual property rights	17
16.0	Right of access, inspection and defects	18
16.1	Endeavour Energy to have right of access	18
16.2	Inspection of works and Correction of Defects	18
17.0	Payment	19
17.1	Charges payable by the Customer	19
17.2	Invoices	19
17.3	Pioneer Policy	20
18.0	Risk and liability	20
18.1	Risks accepted by the Customer	20
18.2	Responsibility and care of the works	20
18.3	Indemnity	21
18.4	Operation of indemnities	22
18.5	Endeavour Energy's liability in respect of Endeavour Energy Supplied Services	22
18.6	No variation to statutory liability limitation under the NEL	22
19.0	Termination	23
19.1	Endeavour Energy's notice to remedy	23
19.2	Termination by Endeavour Energy	23
19.3	Consequences of termination for Customer Event of Default	23
19.4	No prejudice to accrued rights and survival of certain terms	24
20.0	Confidentiality	24
20.1	Use and disclosure of Confidential Information	24
20.2	Disclosures to personnel and advisers	24
20.3	Disclosures required by law	24
21.0	Notices	25
22.0	Amendment	25
23.0	Complaints and Dispute Resolution	25
23.1	Dispute resolution	25

	23.2	Referral to Australian Energy Regulator	25
24.0	General		26
	24.1	Consents	26
	24.2	Jurisdiction and governing law	26
	24.3	Customer Acknowledgement	26
25.0	Interpretation		26
	25.1	Definitions	26
	25.2	Rules for interpreting this Model Standing Offer	38
	25.3	Non Business Days	39
	Schedule 1: Connection Charges		40
	Schedule 2: Embedded Generator/BESS Terms and Conditions (10kW - 5MW)		41
	Schedule 3: Premises Connection Assets Site-specific Conditions		55

1.0 Purpose of this document

1.1 Model Standing Offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS) for Customers

- (a) This document is Endeavour Energy's Model Standing Offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS) for Customers who seek a Standard Connection, being the establishment of, or alteration to, the Customer's Connection to Endeavour Energy's Distribution Network.
- (b) This Model Standing Offer sets out the terms and conditions on which:
 - (i) the Customer must engage its own Accredited Service Provider(s) to design and perform Contestable Works relating to the Standard Connection;
 - (ii) the Customer must ensure the provision of any Customer Installation Works are completed;
 - (iii) Endeavour Energy will undertake the Standard Connection Services (Customer Load and/or Embedded Generator/BESS) relating to the Standard Connection (Customer Load and/or Embedded Generator/BESS); and
 - (iv) the Customer must pay or procure the payment of Connection Charges to Endeavour Energy in consideration for Endeavour Energy providing the Standard Connection Services (Customer Load and/or Embedded Generator/BESS) to the Customer.

1.2 Application of this Model Standing Offer to expedited connections

- (a) Where:
 - (i) the Customer has requested an expedited service in an Application and has indicated in the Application that a connection offer on the terms set out in this Model Standing Offer is acceptable to the Customer; and
 - (ii) Endeavour Energy is satisfied that the service requested in the Application is in fact the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) for Customers to which this Model Standing Offer applies,then the Customer is taken to have accepted the offer from Endeavour Energy for the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) 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 Standard Connection Service (Customer Load and/or Embedded Generator/BESS) 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.

1.4 Additional terms for Embedded Generator/BESS

- (a) If the Customer wishes to connect an Embedded Generator/BESS as part of the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) identified in the Application then, in addition to the applicable terms and conditions described in clauses 1.2 or 1.3, as the case may be, the Customer must comply with the provisions of Schedule 2:.
- (b) This Model Standing Offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS) applies to a Customer who wishes to connect above 10kW single phase or above 30kW three phase up to but not including 5MW three phase in total capacity.
- (c) If the Customer wishes to connect an Embedded Generator/BESS that is not identified in the Application then:
 - (i) the Customer must not connect the Embedded Generator/BESS except in accordance with a separate connection agreement with Endeavour Energy for the connection of that Embedded Generator/BESS to Endeavour Energy's Distribution System in accordance with the National Electricity Rules; and
 - (ii) the Embedded Generator/BESS must be connected in accordance with that separate connection agreement.

1.5 Connection of Embedded Network not permitted under this contract

The Customer must not connect an Embedded Network to Endeavour Energy's Distribution System unless:

- (a) the Customer has entered into a separate connection agreement with Endeavour Energy for the connection of such an Embedded Network to Endeavour Energy's Distribution System in accordance with the National Electricity Rules; and
- (b) the Embedded Network is connected in accordance with that separate connection agreement.

1.6 Definitions and interpretation

- (a) Capitalised words and expressions used in this Model Standing Offer are defined in clause 25.1.

- (b) Some rules to assist in the interpretation of this Model Standing Offer are also included in clause 25.2.

1.7 Contestable Works

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

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

2.0 General obligations

2.1 Customer's general obligation

- (a) The Customer must, in accordance with the terms of this Model Standing Offer, Good Industry Practice, the requirements of all Laws (including the Energy Laws) and Endeavour Energy's Connection Standards and at its own cost engage:
 - (i) the Customer's ASP/3 to develop and submit to Endeavour Energy the Proposed Method of Supply and the design of the Customer's Connection;
 - (ii) the Customer's ASP/1 to undertake the construction, testing and commissioning of the Network Connection Works;
 - (iii) the Customer's electrical contractors to undertake the design, construction and commissioning of the Customer's Electrical Installation and any other Customer Installation Works (other than the installation of a Meter);
 - (iv) the Customer's Retailer (or, if the Customer is a Large Customer who chooses to directly appoint a Metering Coordinator, the Metering Coordinator) to provide, install, and maintain a Meter, or Meters (as required);
 - (v) the Customer's Electrical Professional to undertake the construction, testing and commissioning of the Premises Connection Assets and Contestable Works; and
 - (vi) the Customer's Accredited Service Providers or Customer's electrical contractor to undertake the carrying out of any Reimbursable Works.
- (b) The Customer agrees to Endeavour Energy undertaking any required Alternative Control Services, Endeavour Energy Provided Connection Works and Endeavour Energy Provided Chargeable Connection Services required to facilitate the Standard Connection Service (Customer Load and/or Embedded Generator/BESS), in accordance with the terms of this Model Standing Offer.

2.2 Customer's Work Health and Safety obligations

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

2.3 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 Network Connection Works, Contestable Works and Customer Installation Works may commence and be completed.

2.4 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 2.4(c);
 - (C) if the Customer is an HV Customer, conditions under the High Voltage Operation and Maintenance Protocol; and
 - (D) 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 2.4(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) the Premises Connection Assets Site-specific Conditions;
 - (ii) a standard form connection contract or a Deemed AER Approved Standard Connection Contract for Large Customers in relation to the premises;
 - (iii) a Deemed Standard Connection Contract in relation to the premises; or
 - (iv) 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.

3.0 Endeavour Energy's obligations

Endeavour Energy will, in accordance with this Model Standing Offer, provide the following Standard Connection Services (Customer Load and/or Embedded Generator/BESS):

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

4.0 Design Brief

4.1 Proposed Method of Supply to be Developed

- (a) This clause 4.1 does not apply to any Self-Certification Works.
- (b) The Customer must ensure that the Customer's ASP/3 develops and submits to Endeavour Energy a proposed method of supply for the Site ("**Proposed Method of Supply**").

- (c) A Proposed Method of Supply must be prepared in accordance with Endeavour Energy's Design Requirements and Endeavour Energy's Connection Standards and address such matters as Endeavour Energy sees fit including, but not limited to, the following:
 - (i) the general design and scope of the Customer's Connection, supported by concept drawings, including the scope of any required:
 - (A) Network Connection Works, Contestable Works, Reimbursable Works and Customer Installation Works; and
 - (B) works to be performed by Endeavour Energy, including any Endeavour Energy Provided Chargeable Connection Services;
 - (ii) equipment to be installed as part of the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) including any equipment required for the Network Connection Works, Reimbursable Works and any Endeavour Energy Provided Connection Works; and
 - (iii) such other matters as Endeavour Energy may require the Customer to address in the Proposed Method of Supply in relation to the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) sought.
- (d) The Customer must provide Endeavour Energy with such information as Endeavour Energy may request for the purposes of assessing the Proposed Method of Supply in accordance with clause 4.1(e).
- (e) Endeavour Energy will assess the Proposed Method of Supply having regard to:
 - (i) the Application; and
 - (ii) any information provided by the Customer in accordance with clause 4.1(d) above.
- (f) Following its assessment of the Proposed Method of Supply in accordance with clause 4.1(e) above, Endeavour Energy will issue it with such modifications as Endeavour Energy sees fit (if any) as the **"Design Brief"** for the purposes of clause 5.0. Those modifications may include:
 - (i) the specifications or requirements for any of the Network Connection Works, Reimbursable Works, Contestable Works and Customer Installation Works specified in the Proposed Method of Supply; and
 - (ii) any variations to any Network Connection Works, Reimbursable Works Contestable Works and Customer Installation Works, including as to their content.

4.2 Design Brief for Self-Certification Works

If the connection offer specifies that the Customer's Connection will include Self-Certification Works, Endeavour Energy's connection offer will also include a Design Brief.

5.0 Preparation and approval of design

5.1 Design Brief and Design Documentation

- (a) Responsibility for Design Brief and Endeavour Energy Information
 - (i) Endeavour Energy makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of the Design Brief, or any Endeavour Energy Information.

- (ii) The Customer will conduct its own review of the Design Brief and any Endeavour Energy Information and satisfy itself as to their accuracy and completeness for the purposes of enabling the Customer's ASP/3 to prepare, as applicable, the Draft Design or Self-Certified Design for the Customer's Connection.
- (b) Validity of Design Brief
- If the works are:
- (i) not Self-Certification Works, the Design Brief issued under clause 4.1(f) expires on the 180th day after the date of the Application if Endeavour Energy has not issued an Approval Notice under clause 5.2(d)(i) before that date; or
 - (ii) Self-Certification Works, the Design Brief issued as part of the connection offer expires on the 90th day after the date of the Application if the Authorised Self-Certifying ASP/3 has not certified the design of the Customer's Connection and submitted the Self-Certified Design and completed Letter of Intent to Endeavour Energy under clause 5.3(b)(iii),
- (**"Design Brief Expiry Date"**).

5.2 Endeavour Certified Design (non-Self-Certification Works)

- (a) This clause 5.2 applies to non-Self Certification Works only.
- (b) The Customer must ensure that:
 - (i) the Customer's ASP/3 prepares the Draft Design in accordance with the Design Brief and Endeavour Energy's Design Requirements;
 - (ii) the Draft Design is certified by the Customer's ASP/3 as complying with all applicable safety standards; and
 - (iii) the Draft Design is submitted to Endeavour Energy.
- (c) The Customer must pay in advance to Endeavour Energy an Alternative Control Services fee for certification of the Draft Design as notified by Endeavour Energy in accordance with clause 17.2(b).
- (d) Within 10 Business Days of the date of receipt of the Draft Design or receipt of the fee payable under clause 5.2(c) (whichever is the later) or such longer period as may be notified by Endeavour Energy to the Customer, Endeavour Energy will review the Draft Design and, by written notice to the Customer, determine, in Endeavour Energy's absolute discretion, to:
 - (i) accept the Draft Design as the Certified Design (**"Approval Notice"**); or
 - (ii) reject the Draft Design (**"Rejection Notice"**).
- (e) Any Rejection Notice must contain written reasons for Endeavour Energy's rejection and may suggest amendments that would facilitate Endeavour Energy's approval of the amended Draft Design. Endeavour Energy makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of any suggested amendments.
- (f) If the Customer receives a Rejection Notice, the Customer may submit an amended Draft Design to Endeavour Energy for approval and the provisions of this clause 5.2 will apply to any amended Draft Design submitted by the Customer to Endeavour Energy.
- (g) Endeavour Energy will enclose a draft Letter of Intent with any Approval Notice.

- (h) Only documents referred to, incorporated in, or otherwise attached to an Approval Notice form part of the Certified Design.
- (i) The Customer acknowledges and agrees that Endeavour Energy's:
 - (i) issue of the Approval Notice under clause 5.2(d)(i) or any other approval or certification by Endeavour Energy in respect of the design of the Customer's Connection; or
 - (ii) receipt of any declaration, representation or any other acknowledgement from the Customer's ASP/3 in respect of the design of the Customer's Connection,

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

5.3 Self-Certification Works

- (a) This clause 5.3 applies to Self-Certification Works only.
- (b) The Customer must ensure that:
 - (i) the Customer's Authorised Self-Certifying ASP/3 prepares the design for the Self-Certification Works in accordance with the Design Brief and Endeavour Energy's Design Requirements;
 - (ii) the design for the Self-Certification Works is certified by the Customer's Authorised Self-Certifying ASP/3 as complying with all applicable safety standards; and
 - (iii) the Customer's Authorised Self-Certifying ASP/3 submits the Self-Certified Design and completed Letter of Intent to Endeavour Energy.
- (c) Within 10 Business Days of the date of Endeavour Energy's receipt of the Self-Certified Design and completed Letter of Intent, Endeavour Energy will issue to the Customer a notice stating that it has received the Self-Certified Design ("**Receipt of Self-Certified Design Notice**").
- (d) The Customer acknowledges and agrees that:
 - (i) issue of the Receipt of Self-Certified Design Notice or any other approval or certification by Endeavour Energy in respect of the design of the Customer's Connection; or
 - (ii) receipt of any declaration, representation or any other acknowledgement from the Customer's ASP/3 in respect of the design of the Customer's Connection,

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

5.4 Preconditions to commencement of Network Connection Works

- (a) Certified Design

If the Customer has not commenced construction of the Network Connection Works within, as applicable:

- (i) 180 days after the date of the Approval Notice issued by Endeavour Energy under clause 5.2(d)(i); or
- (ii) 90 days after the date of the Receipt of Self-Certified Design Notice issued by Endeavour Energy under clause 5.3(c),

("Design Expiry Date") the Approval Notice or Receipt of Self-Certified Design Notice (as applicable) for that Certified Design will expire and the Customer may not commence the Network Connection Works after the Design Expiry Date without first obtaining a new Approval Notice or Receipt of Self-Certified Design Notice.

- (b) Endeavour Energy may Determine Voltage of Connection

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

- (c) Commencement of the Network Connection Works

The Customer must not commence the Network Connection Works unless Endeavour Energy has provided an Approval Notice or Receipt of Self-Certified Design Notice (as applicable) in respect of the Certified Design and the Customer has provided to Endeavour Energy:

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

6.0 Preparation for and construction of Network Connection Works

6.1 Site Meetings

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

6.2 Preparation of a Network Connection Works Program

- (a) Without limiting any other clauses of this Model Standing Offer, the Customer must submit a Network Connection Works Program to Endeavour Energy (in electronic and hard copy formats) no later than 10 Business Days after the Initial Meeting.
- (b) The Network Connection Works Program must:
 - (i) include a program for the construction of the Network Connection Works in accordance with the Certified Design including the dates by which, or the times within which, the various stages or portions of the Network Connection Works are to be carried out or completed, the Inspection Hold Points, key milestones, Tests and the Inspection and Commissioning Plan;
 - (ii) reflect the progress of the Network Connection Works and be consistent with all constraints on access, performance and co-ordination;
 - (iii) show the logical relationship between activities and events shown in the program, identify time leads and lags, resource and other constraints and the sequence of activities which constitute the critical path or critical paths; and

- (iv) be in such form and include such detail as Endeavour Energy reasonably requires.
- (c) Endeavour Energy may:
 - (i) review the Network Connection Works Program; and
 - (ii) if Endeavour Energy:
 - (A) reasonably considers that the Network Connection Works Program does not comply with the requirements of this Model Standing Offer or would result in the Network Connection Works failing to comply with the requirements of this Model Standing Offer; or
 - (B) does not agree to the proposed Inspection Hold Points,

it will give notice to the Customer within 20 Business Days after receipt of the Network Connection Works Program specifying the areas of non-compliance and/or the Inspection Hold Points it requires.
- (d) If Endeavour Energy gives a notice under clause 6.2(c)(ii), the Customer must:
 - (i) amend the Network Connection Works Program to address the matters specified in that notice; and
 - (ii) resubmit the amended Network Connection Works Program to Endeavour Energy.
- (e) Clauses 6.2(b) to 6.2(d) apply to an amended Network Connection Works Program the Customer resubmits to Endeavour Energy.
- (f) The Customer must not:
 - (i) materially amend the Network Connection Works Program; or
 - (ii) change any Inspection Hold Point,

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

6.3 Construction of the Network Connection Works

- (a) The Customer must engage the Customer's ASP/1 to carry out the Network Connection Works in accordance with the Network Connection Works Program.
- (b) The Customer must:
 - (i) ensure that the Network Connection Works are constructed in accordance with the Certified Design, Endeavour Energy's Connection Standards, Good Industry Practice, requirements of all Laws (including the Energy Laws) and all other requirements of this Model Standing Offer;
 - (ii) ensure that the Network Connection Works are fit for the purpose of Endeavour Energy providing Customer Connection Services from Endeavour Energy's Distribution System; and
 - (iii) use only Endeavour Energy Approved Equipment in the execution of the Network Connection Works.

6.4 Inspection Hold Points and testing

- (a) The Customer must give Endeavour Energy at least 5 Business Days' written notice of the date it expects to achieve an Inspection Hold Point.
- (b) When the Customer considers it has achieved an Inspection Hold Point, the Customer:

- (i) must notify Endeavour Energy of the Inspection Hold Point it has achieved;
- (ii) provide Endeavour Energy with details of when the Customer will perform any applicable Tests or commissioning procedures applicable to the Inspection Hold Point; and
- (iii) must not cover up or make inaccessible any of the works undertaken by an Electrical Professional (or, if the Inspection Hold Point relates to part only of those works, cover up or make inaccessible that part of those works) until Endeavour Energy has inspected them.

6.5 Commissioning and Testing of Network Connection Works

The Customer must:

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

7.0 Completing Network Connection Works

7.1 Notice of completion of Network Connection Works

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

7.2 Letter of Acceptance

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

- (a) pay all amounts owing to Endeavour Energy;
- (b) transfer any Land Interests to the Network Owner in accordance with clause 9.1; and
- (c) rectify all Defects and undertake any items of work contained in any notice issued under clause 16.2(d) to the reasonable satisfaction of Endeavour Energy,

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

7.3 Transfer of Works

- (a) Subject to clause 7.5, on and from the date of the Letter of Acceptance issued in accordance with clause 7.2, ownership of, and title in, all assets installed in respect of the Network Connection Works and the Endeavour Energy Provided Chargeable Connection Services passes to the Network Owner and will be automatically leased to the Network Lessee and sub-leased to Endeavour Energy.
- (b) Once ownership of, and title in, the assets installed in respect of the Network Connection Works and the Endeavour Energy Provided Chargeable Connection

Services has passed to the Network Owner, Endeavour Energy will issue a Permission to Connect to the Customer in accordance with clause 7.7.

- (c) On and from Completion, the Premises Connection Assets will be owned by the Network Owner and will be contemporaneously leased to the Network Lessee and sub-leased to Endeavour Energy.

7.4 Customer to take steps to effect transfer

- (a) The Customer must, if required by Endeavour Energy, promptly sign such documents and take all steps necessary to effect the transfer of ownership of, and title in all the assets installed in respect of:
 - (i) the Network Connection Works;
 - (ii) the Premises Connection Assets; and
 - (iii) the Endeavour Energy Provided Chargeable Connection Services,

to Network Owner (in accordance with clause 7.3). If a document transferring title to:

- (iv) the Network Connection Works;
- (v) the Premises Connection Assets; or
- (vi) the Endeavour Energy Provided Chargeable Connection Services,

to the Network Lessee must be executed by the Network Owner, Endeavour Energy will obtain the executed document from the Network Owner.

- (b) Endeavour Energy will assume responsibility for the ongoing management and maintenance of all assets transferred to the Network Manager in accordance with clause 7.3.

7.5 Temporary Builder's Supply

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

7.6 No Encumbrances

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

7.7 Permission to Connect

- (a) Subject to the removal of all Temporary Assets under clause 7.5 to Endeavour Energy's satisfaction, once:
 - (i) ownership of, and title in all relevant assets passes to the Network Owner pursuant to clause 7.3; and

- (ii) if the Application includes the connection of an Embedded Generator/BESS, the Customer has completed (or procured the completion of), to Endeavour Energy's satisfaction, those matters identified in Schedule 2: as matters to be completed prior to the Embedded Generator/BESS being connected to the Distribution System,

Endeavour Energy will issue a Permission to Connect to the Customer and the terms and conditions of this Model Standing Offer will apply to the Permission to Connect.

- (b) The Customer's Connection, as described in the Permission to Connect, may be connected to Endeavour Energy's Distribution System.
- (c) The Customer must ensure that:
 - (i) the Customer Installation Works and Contestable Works are undertaken in accordance with the Permission to Connect; and
 - (ii) where the Customer is a LV Customer, the Customer's ASP/2 returns the Permission to Connect to Endeavour Energy in accordance with clause 13.1(a)(i); and
 - (iii) it does not exceed (as applicable):
 - (A) the Import Capacity or Maximum Capacity; or
 - (B) Flexible Export Limit or Fixed Export Limit (as applicable),at the Connection Point; and
 - (iv) it complies with the technical requirements set out in the Permission to Connect.
- (d) Where the Customer is a LV Customer, the Customer must not (and must ensure the Customer's ASP/2 does not), without first obtaining Endeavour Energy's consent, connect the Site to Endeavour Energy's Distribution System other than in accordance with the Permission to Connect.
- (e) Compliance with the Permission to Connect is a Site-specific Condition.

7.8 Premises Connection Assets

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

7.9 Warranty Bond

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

- (ii) where Temporary Assets have been installed, three years after the date of the Letter of Acceptance for the Temporary Assets or such other period as the Customer or its ASP/1 and Endeavour Energy may have agreed in writing.

7.10 Delivery of documents and information

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

7.11 Endeavour Energy may waive a condition

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

8.0 Provision of other services and works

8.1 Endeavour Energy Provided Chargeable Connection Services

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

8.2 Endeavour Energy Provided Connection Works and Reimbursable Works

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

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

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

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

- (c) **Reimbursable Works**

- (i) On notice by Endeavour Energy to the Customer and subject to the Customer's acceptance of the price for the Reimbursable Works as determined by Endeavour Energy ("**Reimbursable Works Contribution**") the Customer will carry out or will ensure that the Customer's ASP/1 carries out, any Reimbursable Works.

- (ii) Endeavour Energy will pay the Customer (or the Customer's ASP/1 as applicable) the Reimbursable Works Contribution after the Letter of Acceptance has been issued in accordance with clause 7.2.
- (iii) Endeavour Energy must not pay any of the Reimbursable Works Contribution to any party other than the Customer, unless the Customer provides Endeavour Energy with written permission to do so.
- (iv) All references to Network Connection Works in this contract (except in clause 4.1) are taken to include any Reimbursable Works being undertaken under this clause 8.2.

(d) Network Defect Rectification

Where any Outages on Endeavour Energy's Distribution System are required to facilitate the Customer's Connection, the Customer acknowledges and agrees that Endeavour Energy may use those Outages to undertake network defect rectification repair works on its Distribution System, including by engaging a contractor or an Accredited Service Provider to carry out such works.

9.0 Grant of Leases, Easements or Licenses

9.1 Customer to grant interests in land

- (a) Subject to clause 9.1(c), the Customer must, as and when required by Endeavour Energy, at its own cost:
 - (i) ensure that any Land Interests (defined below) in the land or premises of the Customer or any third party, where any part of Endeavour Energy's Distribution Systems is (or will be) located, in order for Endeavour Energy to provide Customer Connection Services, are obtained in favour of the Network Owner and (where applicable) are stamped and registered; and
 - (ii) sign such memoranda, consents or other documents reasonably required by Endeavour Energy to ensure that such Land Interests are stamped and registered.
- (b) In this clause 9.1, "**Land Interests**" means any freehold interests, easements, leases or other interests in land (whether or not registrable) and/or licenses in favour of the Network Owner as required by Endeavour Energy and in accordance with Endeavour Energy's standard terms and conditions for such Land Interests as notified by both Endeavour Energy and the Customer.
- (c) Endeavour Energy may require the Customer to comply with clause 9.1(a) before construction of the Network Connection Works commences.
- (d) The Customer acknowledges and agrees Endeavour Energy may arrange for a caveat on title to the Premises to be lodged to protect the Network Owner's interest under this clause 9.1.
- (e) Where the document granting or transferring the Land Interest must be executed by the Network Owner, Endeavour Energy will obtain the executed document from the Network Owner.

9.2 Premises Connection Assets Site-specific Conditions

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

the Premises Connection Assets are required to be installed:

- (iii) at a position and to a standard required by Endeavour Energy at a place within the Site for Endeavour Energy's use free of charge; and
 - (iv) are accordingly subject to the terms and conditions set out in this Model Standing Offer which include (where clause 9.2(c) applies) the Premises Connection Assets Site-specific Conditions.
- (b) Endeavour Energy and the Customer further acknowledge and agree that the Premises Connection Assets requirements specified in clause 9.2(a) apply as safety and technical requirements under jurisdictional legislation (namely sections 26, 27 and 28 of the ES Act), for the purposes of clause 5A.B.4(c)(4) of the National Electricity Rules.
- (c) Where the Premises Connection Assets:
- (i) have been completed in accordance with this Model Standing Offer to Endeavour Energy's satisfaction; and
 - (ii) meet the PCA Site-specific Conditions Criteria,

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

- (d) Any notice given by Endeavour Energy under clause 9.2(c) may (in Endeavour Energy's absolute discretion) be given in lieu of, or in addition to, any Land Interests required by Endeavour Energy under clause 9.1.

9.3 Rates and taxes

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

10.0 Customer Installation Works

- (a) The Customer must ensure that its licensed electrical contractor carries out any required Customer Installation Works to Endeavour Energy's Connection Standards and satisfaction, consistent with Good Industry Practice and in accordance with all Laws (including the Energy Laws), Australian Standards and the NSW Service and Installation Rules. The Customer accepts all risks associated with Customer Installation Works.
- (b) The Customer must ensure that all Customer Installation Works are fit for the purpose of Endeavour Energy supplying electricity at the Site from Endeavour Energy's Distribution System including complying with the requirements of any notice given by Endeavour Energy under clause 10.0(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 must maintain records and diagrams, if available, of the Customer Installation Works and provide copies to Endeavour Energy promptly on request where applicable.

11.0 Metering

11.1 Provision and installation of Meter

- (a) The Customer must ensure that its Retailer (or, if it is a Large Customer and has chosen to directly appoint a Metering Coordinator, its Metering Coordinator) has provided and installed a Meter for the Customer's Connection that is consistent with Good Industry Practice and complies with the requirements of all Laws (including the Energy Laws), the Service and Installation Rules of NSW and Endeavour Energy's Connection Standards, unless Endeavour Energy has agreed to an unmetered special small service.
- (b) Endeavour Energy may at its discretion require proof that the Meter complies with Energy Laws and Service and Installation Rules of NSW.
- (c) Endeavour Energy, the Network Owner or the Network Lessee (as the case may be) at all times owns any Metering Equipment 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.
- (d) Compliance with this clause 11.0 is a precondition to energisation of a new or upgraded Customer's Connection, and a new or upgraded Embedded Generator.

12.0 Time for completion of works

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

13.0 NOSW and Energisation

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

- (a) Immediately after the Customer's relevant Electrical Professional has finished the establishment of, or alteration to, the Customer's Connection the Customer must provide, or ensure that the Customer's **Electrical Professional** (as the case may be) provides, Endeavour Energy with:
 - (i) a NOSW, Compliance Certificate and Permission to Connect for the Contestable Works;
 - (ii) a Compliance Certificate for the Customer Installation Works and any other works carried out at the Site by the Customer's Electrical Professional where relevant; and
 - (iii) a copy of any notice issued under clause 9.2(c) advising that the Premises Connection Assets Site-specific Conditions will apply in respect of the Premises Connection Assets at the Site.

- (b) Where the Customer is an LV Customer, the Customer must ensure that the Customer's ASP/2 notifies Endeavour Energy via the NOSW within 2 Business Days of completing the Contestable Works and/or energising the Customer's Connection.
- (c) Subject to clause 13.1(d), where the Customer is an HV Customer, Endeavour Energy will energise the Customer's Connection.
- (d) Without limiting clause 13.2, Endeavour Energy is not required to energise the Customer's Connection until Endeavour Energy is satisfied, acting reasonably, that all works on its Distribution System that are required to be carried out during or in connection with any Outage associated with the Customer's Connection have been completed to Endeavour Energy's satisfaction.
- (e) Where a Customer's Retailer, or Metering Coordinator directly appointed by the Customer or their Retailer, has arranged for the provision of a Meter, the Customer must ensure the Metering Provider provides Endeavour Energy with a NOMW, within 2 business days of the completion of the metering works.

13.2 Refusal to energise the Site

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

14.0 Alternative Control Services

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

15.0 Intellectual property rights

- (a) Nothing in this Model Standing Offer affects ownership of Intellectual Property belonging to Endeavour Energy, the Network Owner, the Customer, or the Customer's Accredited Service Providers.
- (b) Endeavour Energy grants the Customer and the Customer's Accredited Service Providers a non-exclusive and royalty free licence to use Endeavour Energy

Information for the purposes of developing the Certified Design and the Network Connection Works ("**Licensed Purpose**").

- (c) The Customer:
 - (i) must only use, and must ensure the Customer's Accredited Service Providers only use, Endeavour Energy Information for the Licensed Purpose;
 - (ii) grants and must ensure that the Customer's Accredited Service Providers grant, Endeavour Energy an irrevocable, royalty free, licence in perpetuity to use, reproduce and exploit all Intellectual Property in the Draft Design, the Certified Design and any Design Documentation.

16.0 Right of access, inspection and defects

16.1 Endeavour Energy to have right of access

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

16.2 Inspection of works and Correction of Defects

- (a) While Endeavour Energy periodically carries out inspections for the purpose of auditing and assessing the extent to which ASP/1s and/or ASP/2s are complying with the requirements of Energy Laws and Endeavour Energy's Connection Standard in establishing customer connections at numerous sites over a period of time, Endeavour Energy does not represent or warrant that it will carry out an inspection at the Customer's Site.
- (b) Endeavour Energy does not represent or warrant that any inspection carried out by Endeavour Energy will identify any or all faults or Defects to the Network Connection Works, Contestable Works or Customer Installation Works, nor that those works are free from fault or Defects if none are identified in the course of any such inspection.
- (c) The Customer remains responsible and liable for the condition of the Network Connection Works, Contestable Works and Customer Installation Works and all other electrical works carried out at the Site by or on behalf of the Customer.
- (d) Endeavour Energy may, at any time, notify the Customer of:

- (i) any Defects in relation to the Network Connection Works, Contestable Works or the Customer Installation Works; or
- (ii) any items in relation to the Network Connection Works, Contestable Works or the Customer Installation Works that must be completed before Endeavour Energy commences supplying electricity at the Site.
- (e) The Customer must ensure that the Customer's Electrical Professional or Retailer (as the case may be) corrects any Defects and undertakes any items of work contained in the notice under clause 16.2(d) as soon as practicable.

17.0 Payment

17.1 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 Electrical Professionals for all goods and services provided by them in connection with the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) requested by the Customer;
 - (ii) the Customer's Retailer for goods or services provided by the Customer's Retailer in connection to the carrying out of the Customer's Installation Works; and
 - (iii) Endeavour Energy:
 - (A) for all Alternative Control Services provided in accordance with this Model Standing Offer; and
 - (B) for all Connection Charges relating to the Standard Connection Service (Customer Load and/or Embedded Generator/BESS)
- (b) The Customer pays the Connection Charges to Endeavour Energy in consideration for Endeavour Energy providing the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) to the Customer.

17.2 Invoices

- (a) Subject to clause 17.2(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 17.2, the Customer remains liable for those charges as invoiced to the Customer under this contract.

17.3 Pioneer Policy

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

18.0 Risk and liability

18.1 Risks accepted by the Customer

- (a) The Customer accepts all risks associated with the Network Connection Works, Contestable Works and the Customer Installation Works including, but not limited to:
 - (i) the risk of any delay or increased cost in relation to the carrying out of those works;
 - (ii) the risk of obtaining any required Authorisations for those works;
 - (iii) the risk of carrying out those works in accordance with all Energy Laws;
 - (iv) any faults or Defects in relation to those works and remediation of those faults or Defects; and
 - (v) the risk of maintaining:
 - (A) the Network Connection Works and the Contestable Works (while each of those works are in the Customer's care under clause 18.2(a);
 - (B) the Customer Installation Works; and
 - (C) at all times, the area around the Network Connection Works, Contestable Works and the Customer Installation Works, including but not limited to clearing vegetation and maintaining such clearance,

in accordance with applicable safety standards and complying with any safety-related corrective works required by notice from Endeavour Energy to be undertaken by the Customer within a specified time.

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

18.2 Responsibility and care of the works

- (a) The Customer is responsible for:
 - (i) the care of the Network Connection Works until they are transferred to the Network Owner in accordance with clause 7.3(a);

- (ii) the care at all times of the Network Connection Works that remain in the ownership of the Customer under clause 7.5; and
 - (iii) the care of the Premises Connection Assets until they are transferred to the Network Owner in accordance with clause 7.3(c).
- (b) The Customer must (at its cost) promptly make good any loss of or damage to the Network Connection Works or Premises Connection Assets while the Customer is responsible for their care to the extent that those works affect the safety, security or reliability of Endeavour Energy's Distribution System.
 - (c) The Customer will indemnify Endeavour Energy for any Loss suffered by Endeavour Energy in relation to any Endeavour Energy Provided Connection Works while the Customer is responsible for their care.

18.3 Indemnity

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

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

arising from or in connection with the carrying out of the Network Connection Works, Contestable Works, the Customer Installation Works or a breach of this Model Standing Offer by the Customer (prior to transfer of ownership of, and title in, the relevant Network Connection Works or Premises Connection Assets to the Network Owner in accordance with clause 7.3);
- (b) that the Draft Design, Certified Design or any Design Documentation (or their use) infringe any Intellectual Property;
- (c) as a result of any failure by the Customer to comply with applicable Laws;
- (d) in connection with:
 - (i) any Defects or faults in the Network Connection Works, Contestable Works or the Customer Installation Works;
 - (ii) the unauthorised connection of any load or the connection of any load that varies from the connection outlined in the Permission to Connect without first obtaining Endeavour Energy's permission;
 - (iii) the Customer's Electrical Professional or Retailer carrying out the Network Connection Works, Contestable Works or Customer Installation Works, including any work directed by Endeavour Energy in accordance with clause 16.2;
 - (iv) any failure by the Customer to ensure that the Customer's Electrical Professional or Retailer carry out any work directed in a notice provided by Endeavour Energy in accordance with clause 16.2;
 - (v) the undertaking of Endeavour Energy Provided Chargeable Connection Services by Endeavour Energy to the extent that such Claim arises as a direct or indirect consequence of an act or omission of the Customer; or
 - (vi) any failure by the Customer to maintain:

- (A) the Network Connection Works and the Premises Connection Assets until the Network Owner takes ownership of the Premises Connection Assets in accordance with clause 7.3(c);
- (B) the Customer Installation Works; or
- (C) at all times, the area around the Network Connection Works, Contestable Works and the Customer Installation Works,

in accordance with applicable safety standards or any failure by the Customer to comply with any safety-related corrective works required by notice from Endeavour Energy to be undertaken by the Customer within the specified time; and

- (e) by the Customer's Electrical Professional in relation to amounts payable by the Customer to the Customer's Electrical Professional in connection with the provision of the Standard Connection Service (Customer Load and/or Embedded Generator/BESS).

18.4 Operation of indemnities

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

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

- (a) If the Customer has the benefit of statutory guarantees under the *Competition and Consumer Act 2010* (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 18.5(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 18.5(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 18.5(b)(ii) and (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.

18.6 No variation to statutory liability limitation under the NEL

The Customer acknowledges that except as expressly provided in this clause 18, 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.

19.0 Termination

19.1 Endeavour Energy's notice to remedy

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

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

19.2 Termination by Endeavour Energy

If:

- (a) Endeavour Energy issues a notice under clause 19.1 and the Customer fails to remedy the Customer Event of Default within the period specified in that notice;
- (b) Endeavour Energy issues a notice under clause 19.1 and the notice states the Customer Event of Default is not capable of remedy;
- (c) a period of more than 12 months passes without the Customer (whether personally or through the Customer's Accredited Service Provider(s)) performing any material obligations under this Model Standing Offer; or
- (d) the Customer is an HV Customer and the Customer transfers ownership or control of its premises to another person, thereby necessitating a review of the energy load allocated to the premises,

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

19.3 Consequences of termination for Customer Event of Default

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

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

19.4 No prejudice to accrued rights and survival of certain terms

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

20.0 Confidentiality

20.1 Use and disclosure of Confidential Information

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

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

20.2 Disclosures to personnel and advisers

- (a) The Recipient may disclose Confidential Information to an officer, employee, agent, contractor, financial or other professional adviser or the Network Owner if:
 - (i) the disclosure is necessary to enable the Recipient to perform its obligations or to exercise its rights under this Model Standing Offer; and
 - (ii) prior to disclosure, the Recipient informs the person of the Recipient's obligations in relation to the Confidential Information under this Model Standing Offer and obtains an undertaking from the person to comply with those obligations.
- (b) The Recipient must ensure that any person to whom Confidential Information is disclosed under clause 20.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 20.2(a).
- (c) The Recipient may disclose Confidential Information to its legal advisers for the purpose of obtaining legal advice in relation to the Recipient's rights and obligations under this Model Standing Offer.

20.3 Disclosures required by law

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

- (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

21.0 Notices

- (a) Notices under this Model Standing Offer must be sent in writing, unless this Model Standing Offer or the National Electricity Rules say otherwise.
- (b) A notice sent under this Model Standing Offer is taken to have been received:
 - (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.
- (c) For the purposes of providing a notice in accordance with this clause 21.0, a person's contact details for delivery of notices are those set out in the Application.

22.0 Amendment

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

23.0 Complaints and Dispute Resolution

23.1 Dispute resolution

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

23.2 Referral to Australian Energy Regulator

- (a) The processes and procedures described in clause 23.1 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.

24.0 General

24.1 Consents

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

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

unless this Model Standing Offer expressly contemplates otherwise.

24.2 Jurisdiction and governing law

- (a) This Model Standing Offer is governed by and must be construed according to the laws in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts.

24.3 Customer Acknowledgement

The Customer acknowledges and agrees that Endeavour Energy may contact the Customer about the Customer's Embedded Generator/BESS (if applicable), 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>.

25.0 Interpretation

25.1 Definitions

The following definitions apply in this Model Standing Offer.

"Accreditation Scheme" means the scheme for the accreditation of service providers to undertake Contestable Works established under section 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 in relation to Endeavour Energy's Distribution Network as an ASP/1, ASP/2 or ASP/3 in accordance with the Accreditation Scheme.

"AEMO" means the Australian Energy Market Operator.

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

"AER" means the Australian Energy Regulator.

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

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

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

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

"Approval Notice" has the meaning given in clause 5.2(d)(i).

"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
 - (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) disconnection and reconnection of Customer's mains to existing overhead service lines at point of attachment or service fuses
 - (iii) replacement of service fuse(s) service active and neutral links
- (b) Category 2 - underground services;
 - (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) installation and connection of underground service lines up to the point of supply
 - (iii) disconnection and reconnection of service lines or Customer's mains to the connection point
 - (iv) replacement of service fuse(s) service active and neutral links
- (c) Category 3 - overhead services;
 - (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures
 - (ii) installation and connection of underground service lines up to the point of supply
 - (iii) relocation or upgrading of an existing overhead service line and restoration of supply on completion
 - (iv) disconnection and reconnection of service lines at the point of attachment
 - (v) replacement of service fuse(s) service active and neutral links; or
- (d) Category 4 - metering and energising installation;
 - (i) Removal and replacement of a local electricity distributor seal in accordance with local electricity distributor procedures

- (ii) installation and removal of whole current Metering Equipment in accordance with the local distributor's published standards
- (iii) energising installations.

"ASP/3" means an individual or entity accredited 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; and
- (c) an authorisation issued by Endeavour Energy to an Accredited Service Provider allowing that Authorised Service Provider to work on or near Endeavour Energy's Distribution System.

"Authorised Self-Certifying ASP/3" means an ASP/3 that Endeavour Energy has approved to undertake Self-Certification Works in accordance with Endeavour Energy's Standards.

"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.

"Certified Design" means:

- (a) the form of the Draft Design approved by Endeavour Energy through the issue of an Approval Notice in accordance with clause 5.2(d)(i); and
- (b) in respect of Self-Certification Works only, a Self-Certified Design.

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

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

"Completion" means when all works required for provision of the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) requested by the Customer are completed to Endeavour Energy's satisfaction in accordance with this Model Standing Offer so that they are capable of being used by Endeavour Energy to supply electricity at the Site and Endeavour Energy has either been notified by the Customer that the Customer's Connection has been energised in accordance with, as applicable, clause 13.1(b) (in the case of an LV Customer) or Endeavour Energy has energised the Customer's Connection in accordance with clause 13.1(c) (in the case of an HV Customer).

"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*.

"Confidential Information" means information that:

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

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

"Connection Charges" means the charges payable in consideration for the provision of the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) and the performance by Endeavour Energy of its obligations under this Model Standing Offer, including any charges set out in Schedule 1:.

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

"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 any 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 Network Connection Works, Contestable Works or the Site;
- (b) the Customer fails, within 45 business days, to rectify any Defect advised by Endeavour Energy in accordance with clause 16.2(d);
- (c) the Customer fails within the specified time to comply with a notice from Endeavour Energy requiring safety-related corrective works to be undertaken in accordance with clause 18.1(a)(v);

- (d) the Customer fails to provide Endeavour Energy or its personnel with access to the Site in accordance with this Model Standing Offer;
- (e) the Customer fails to ensure the grant of any Land Interest under clause 9.0;
- (f) the Customer is or becomes insolvent; or
- (g) the Customer fails to pay any amount due and payable by the Customer to Endeavour Energy pursuant to this Model Standing Offer.

"Customer Installation Works" means:

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

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

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

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

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

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

"Customer's Connection" means the physical link between Endeavour Energy's Distribution System and the Site to allow a supply of electricity to the Site no less than Threshold Capacity and up to Maximum Capacity or Import 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 Network Connection Works, Contestable Works or the Customer Installation Works; or
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence; or
 - (ii) aspect of the Network Connection Works, Contestable Works or the Customer Installation Works,

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

"Design Brief" means:

- (a) for Self-Certification Works only, the 'Design Brief' issued as part of Endeavour Energy's connection offer; and
- (b) for all other works, the information and documents provided by Endeavour Energy following assessment of the Proposed Method of Supply under clause 4.1(f) to provide the basis for preparation of the Draft Design.

"Design Brief Expiry Date" has the meaning given in clause 5.1(b).

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

"Design Expiry Date" has the meaning given in clause 5.4(a).

"Discloser" has the meaning given in clause 20.1.

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

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

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

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

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

"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 Approved Equipment" means equipment of a type, model or make as prescribed in the Endeavour approved materials list available on Endeavour's website from time to time, except in respect of any equipment for which such approval is withdrawn by any subsequent written notice issued by Endeavour to the Customer.

"Endeavour Energy Information" means any information or documentation:

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

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

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

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

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

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

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

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

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

- (a) *Electricity Supply Act 1995* (NSW);
- (b) *Electricity Supply (General) Regulation 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 Customer Funded Contestable Service Work Guidelines (Level 2);

- (l) Endeavour Energy's Standards; and
- (m) Endeavour Energy's Electrical Safety Rules.

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

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

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

"Endeavour Energy's Customer Funded Contestable Service Work 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).

"Embedded Generator/BESS" means a generating system and/or battery energy storage system with a total nameplate capacity of less than 5MW, which is identified by the Customer in the Application.

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

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

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

"Import Capacity" means, in relation to the connection of an Embedded 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.

"Initial Meeting" has the meaning given in clause 6.1.

"Initial State" has the meaning given in clause 19.3(a).

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

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

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

"Land Interests" has the meaning given to that expression in clause 9.1.

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

"Law" means:

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

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

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

"Licensed Purpose" has the meaning given to that expression in clause 15.0(b).

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

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

"Maximum Capacity" means, in relation to the connection of load at the Connection Point, the measure of the electricity (expressed in amperes) that can be received from 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.

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

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

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

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

"Metering Equipment" means all measurement and control equipment located on the premises distribution board which includes, but not limited to, meters, load control equipment, current transformers and voltage transformers.

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

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

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

"Micro 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.

"Model Standing Offer" means the terms and conditions set out in this document entitled "Model Standing offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS) Terms and Conditions".

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

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

"MW" means megawatts.

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

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

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

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

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

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

- (a) the Standard Connection Service (Customer Load and/or Embedded Generator/BESS) to be carried out by an ASP/1; or
- (b) a Temporary Builder's Supply,

together with any Reimbursable Works that are to be treated as Network Connection Works for the purposes of this MSO in accordance with clause 8.2(c).

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

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

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

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

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

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

"NMI" means a National Metering Identifier as described in clause 7.8.2(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 Accredited Service Provider to Endeavour

Energy via the NOSW application on completion of the Contestable Works in accordance with clause 13.1(a)(i).

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

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

"Original Customer" has the meaning given in 1.3 of Schedule 1:.

"PCA Site-specific Conditions Criteria" means the following requirements which must be met by Premises Connection Assets, for the purposes of clause 9.2(c)(a)(ii):

- (a) the Premises Connection Assets include a Substation (together with associated service lines and equipment) located at the Site in order to connect the Customer's premises to Endeavour Energy's Distribution System;
- (b) the Substation is located on or within 5 meters of the boundary between the Site and the road servicing the Site, or within such other length between the two as may be acceptable to Endeavour Energy (as evidenced by its issuing of a notice under clause 9.2(c));
- (c) there are no obstacles or other impediments to the connection of the Substation to Endeavour Energy's Distribution System that cannot be removed without undue cost or delay, as determined by Endeavour Energy, and access to and from the Substation from the road can be readily achieved by Endeavour Energy (as evidenced by the issue of a notice under clause 9.2(c)); and
- (d) any overhead or underground electricity service lines or cables required to connect the Substation to Endeavour Energy's Distribution System are (or will be) no longer than 5 meters in length, or such other length as may be acceptable to Endeavour Energy (as evidenced by its issuing of a notice under clause 9.2(c)).

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

"Pioneer Policy" means Endeavour Energy's policy developed in accordance with the requirements of the AER's Connection Charge Guidelines for the purposes of calculating amounts to be refunded to retail customers under clause 5A.E.1(d) of the National Electricity Rules, a copy of which is available on Endeavour Energy's website at www.endeavourenergy.com.au.

"Premises Connection Assets" means all components of Endeavour Energy's Distribution System dedicated to the supply of electricity to the Site from Endeavour Energy's Distribution System including all service lines and, on transfer of the Contestable Works in accordance with clause 7.3(c) includes the service mains from the street to the Customer's Electrical Installation.

"Premises Connection Assets Site-specific Conditions" means the terms and conditions applicable to the Premises Connection Assets at the Site as set out in Schedule 3:.

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

"Proposed Method of Supply" has the meaning given in clause 4.1(a).

"Receipt of Self-Certified Design Notice" has the meaning given in clause 5.3(c).

"Recipient" has the meaning given in clause 20.1.

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

"Reimbursable Works" means any works:

- (a) identified in Endeavour Energy's offer to the Customer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS;
- (b) notified to the Customer by Endeavour Energy before the Proposed Method of Supply is submitted under clause 4.1; or

(c) identified in the Design Brief,

as "Reimbursable Works" to be designed, constructed and installed by the Customer's Accredited Service Provider (which may include (without limitation), network defect rectification works), and for which Endeavour Energy will pay the Reimbursable Works Contribution in accordance with clause 8.2(c).

"Reimbursable Works Contribution" has the meaning given in clause 8.2(c)(i).

"Rejection Notice" has the meaning given in clause 5.2(d)(ii).

"Relevant ASP" means:

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

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

"Self-Certification Works" means any works specified in the connection offer as "Self-Certification Works".

"Self-Certified Design" means the design of any Self-Certification Works required for the Customer's Connection, as certified by an Authorised Self-Certifying ASP/3 in accordance with the process for self-certification specified in Endeavour Energy's Standards (as may be updated from time to time).

"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 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 purchase electricity principally for personal, household or domestic use at premises, or a business customer who consumes less than 160Mwh of electricity per annum at business premises.

"Standard Connection Service (Customer Load and/or Embedded Generator/BESS)" means the Standard Connection Services (Customer Load and/or Embedded Generator/BESS) referred to in clause 3.0.

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

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

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

"Tax" means a tax, levy, contribution requirement, duty, charge, deduction or withholding, however it is described, that is imposed by law (including by an Authority), together with any related interest, penalty, fine or other charge, other than one that is imposed on net income in any jurisdiction.

"Temporary Assets" has the meaning given to that term in clause 7.5(a).

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

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

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

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

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

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

"Work Health and Safety Laws" means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2025* (NSW), as amended or replaced from time to time.

25.2 Rules for interpreting this Model Standing Offer

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

- (a) A word or expression used in this Model Standing Offer which is not defined in the Model Standing Offer, but is defined in the Application has the same meaning as in the Application.
- (b) A reference to:
 - (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.

25.3 Non Business Days

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

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

Schedule 1: Connection Charges

The Connection Charges include the following:

- 1.1 Alternative Control Services Charges payable in accordance with clause 17.1(a)(iii)(A) including any pre-connection service charge, connection service charge and post-connection service charge as determined by the AER under the Energy Laws and published in the Network Price List.
- 1.2 Charges for Endeavour Energy Provided Chargeable Connection Services provided by Endeavour Energy under clause 8.1 as published in the Network Price List.
- 1.3 Any charges referable to amounts that Endeavour Energy is entitled to recover from the Customer in accordance with clause 5A.E.1 of the National Electricity Rules (in relation to a refund that Endeavour is required to make in accordance with Energy Laws to another retail customer ("**Original Customer**") following a connection asset ceasing to be dedicated to the exclusive use of the Original Customer through establishment of the Customer's Connection) in accordance with the requirement of Energy Laws and Endeavour Energy's Pioneer Policy.
- 1.4 Amounts payable in accordance with this Schedule and Schedule 2:.

Schedule 2: Embedded Generator/BESS Terms and Conditions (10kW - 5MW)

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 an Embedded 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 parallel connection of the Embedded Generator/BESS specified in the Application and:
 - (A) the Export of energy to Endeavour Energy's Distribution System; and/or
 - (B) the import of energy from Endeavour Energy's Distribution System, (as applicable); and
 - (ii) 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 Embedded Generator/BESS is not owned by the Customer then the Customer must ensure that the owner of the Embedded 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 Embedded 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 Standard

Connection Service (Customer Load and/or Embedded Generator/BESS) (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 Embedded Generator/BESS to the Distribution System:

- (a) obtain any licences, approvals, permits or authorities or otherwise register as required under Energy Laws;
- (b) register as a Generator or Integrated Resource Provider (as applicable) with AEMO if required by the National Electricity Law or National Electricity Rules; and
- (c) 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 Embedded Generator/BESS in accordance with the Rules and Standards, the Permission to Connect and these terms and conditions;
- (b) operate the Embedded 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) satisfy Endeavour Energy that the Customer's earthing arrangements do not impact or potentially impact on the operation of Endeavour Energy's earth fault, neutral earth fault or sensitive earth fault protection schemes;
- (d) consult with Endeavour Energy with respect to the design, installation and commissioning of the Embedded Generator/BESS to achieve compatibility of operation between the Embedded Generator/BESS and the Distribution System;
- (e) support and provide all reasonable assistance in relation to Endeavour Energy's applications for any authorisation required in respect of the Interconnection Works;
- (f) ensure the inspection of the Embedded 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 Energy or any of its Authorised Persons), remedy these prior to the Embedded Generator/BESS being connected to the Distribution System;
- (g) rectify any non-compliance of the Embedded 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 Energy or any of its Authorised Persons); and
- (h) ensure the Embedded 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
- (i) comply with the technical requirements specified in the Permission to Connect.

3.3 Connection Requirements

The Customer will:

- (a) ensure that the Embedded 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) comply with (or procure that any Electrical Professional complies with) any requirements notified to it by Endeavour Energy in relation to the testing and commissioning of the Embedded Generator/BESS, including any Rules and Standards;
- (b) for an Embedded Generator/BESS up to and including 1.5MW in size, 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; and
 - (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;
- (c) for an Embedded Generator/BESS above 1.5MW up to 5MW in size, ensure compliance with ADI0002 for SCADA and communication;
- (d) 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 Embedded Generator/BESS by Endeavour Energy; and
- (e) provide Endeavour Energy with the serial number of the Inverter.

Prior to the initial connection of the Embedded Generator/BESS to each Connection Point, Endeavour Energy will be entitled to inspect and where reasonably necessary test or witness the Customer's testing of a Connection Point and those parts of the Embedded Generator/BESS that have a direct effect on a Connection Point to:

- (a) satisfy itself that the Embedded Generator/BESS is acceptable for connection and complies in all material respects with the requirements of these terms and conditions and the National Electricity Rules;
- (b) test/validate:
 - (i) that Endeavour Energy's communication link with the Inverter is operational; and
 - (ii) that Endeavour Energy can remotely curtail/interrupt generation and Export from the Embedded Generator/BESS.

If the Customer does not own the Embedded Generator/BESS on its property the Customer agrees to procure for Endeavour Energy 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 Embedded 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 Embedded 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 Embedded 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 Embedded 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 Operating Protocol

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

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

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

3.8 Curtailment/Interruption of Embedded Generator/BESS

- Curtailment of a Customer's Embedded 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 Embedded 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 Embedded 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 paragraphs 3.8(a)(i) or 3.8(a)(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 (a)(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 Embedded Generator/BESS.
- (c) For the purposes of subparagraph (b), 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.

3.9 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 Embedded 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 Embedded 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 Embedded Generator/BESS.

5. Export Limit

- (a) Subject to paragraph 3.8 and 3.9 above and paragraph 5(b) below, Endeavour Energy will permit Export from the Embedded 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, Endeavour Energy will not permit Export from the Embedded Generator/BESS above the Fixed Export Limit; or
 - (ii) specifies a Flexible Export Limit, Endeavour Energy will dynamically adjust the Export limit of the Embedded 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 Embedded 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 11 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 by 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 Endeavour Energy to Embedded 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 Embedded 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 Embedded 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 Energy and against all liability in respect of any Claim which may be taken or made against Endeavour Energy arising from

or in connection with any incorrect information provided by the Customer to Endeavour Energy 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 Embedded 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 Embedded 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).

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

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

"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 an Embedded 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 Embedded Generator/BESS.

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

"Export" generally means the supply of electricity from the Customer through the Connection Point to 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 the total sum of inverter capacities at a Site, 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 Embedded Generator/BESS does not comply in any material respect with the requirements of these terms and conditions.

"High Voltage Operation and Maintenance Protocol" means the high voltage operation and maintenance protocol that Endeavour Energy has established or entered into with the Customer or with any previous customer for a premises.

"Integrated Resource Provider" has the meaning provided in the National Electricity Rules.

"Interconnection Works" means any interconnection works described in the Permission to Connect and/or any High Voltage Operation and Maintenance Protocol.

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

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

"Model Standing Offer for a Standard Connection Service (Customer Load and/or Embedded Generator/BESS)" means Endeavour Energy's model standing offer for a standard connection service published on its website at www.endeavourenergy.com.au.

"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.

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

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

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

"Operators" means, as applicable:

- (a) the Customer's employees, officers, agents and contractors authorised to operate the Embedded Generator/BESS; or
- (b) Endeavour Energy's employees, officers, agents or contractors authorised to operate Endeavour Energy's Distribution System.

"Operating Protocol" means the procedures jointly developed by the Customer and Endeavour Energy for the bringing on line and the taking off line of the Embedded Generator/BESS and operation of the Embedded Generator/BESS during normal and contingent conditions.

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

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

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

"Revenue Metering Installation" has the meaning given 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 the amount that is the total sum of inverter capacities at a site.
- (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 an Embedded 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 Embedded Generator/BESS up to the Flexible Export Limit, the Customer must have an Inverter that meets the requirements specified in paragraph 3.4(b) 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 Embedded 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 Embedded Generator/BESS; and
 - (iii) via a remote signal to the Inverter, release up to the Flexible Export Limit of electricity from the Embedded Generator/BESS.
- (b) Subject to paragraphs 3.8 and 3.9 of Schedule 2, Endeavour Energy will use reasonable endeavours to maintain Export from the Embedded Generator/BESS at the Flexible Export Limit provided the Embedded Generator/BESS is online. Any adjustments to the Customer's Export Limit by Endeavour Energy 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 Embedded 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 3.8 of Schedule 2:), Connection Contract or applicable Laws, Endeavour Energy may reduce Export from the Embedded 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 Embedded 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 Embedded Generator/BESS is offline. 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>.
- (c) Endeavour Energy will use reasonable endeavours to contact the Customer if Endeavour Energy becomes aware that the Embedded 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 23.0 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 Embedded 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.

Schedule 3: Premises Connection Assets Site-specific Conditions

1. Background

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

2. Protection Zone

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

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

3. Endeavours rights of access

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

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

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

5. Liability

Endeavour Energy's liability in respect of these Premises Connection Assets Site-specific Conditions

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

caused by Endeavour Energy's gross negligence or wilful default; or

- (b) Consequential Loss resulting or arising from or in connection with the exercise or non-exercise by Endeavour Energy of any of its rights under this Schedule.

6. 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 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 performance or non-performance of any of the Customer's obligations under this Schedule or any negligent act or omission of the Customer at or in connection with the Site.

7. Definitions

For the purposes of this Schedule:

- (a) **"120/120/120 Fire Rating"** and **"60/60/60 Fire Rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- (b) **"Connection Contract"** means each connection contract referred to in paragraph 1(a)(i) and under which Endeavour has issued a notice referred to in paragraph 1(a)(ii) of this Schedule.
- (c) **"Customer"** means a customer who is a party to a Connection Contract and each such customer is referred to in this Schedule as "the Customer" in respect of the Connection Contract to which it is a party.
- (d) **"Model Standing Offer for Standard Connection"** means any model standing offer for the provision of standard connection services prepared by Endeavour Energy and approved by the AER from time to time under chapter 5A of the National Electricity Rules.
- (e) **"Premises Connection Assets"** means the assets so referred to in a Connection Contract and each such reference in this Schedule is taken as a reference to the "Premises Connection Assets" as described in the Connection Contract that applies to them.
- (f) **"Protection Zone"** means that part of the Site within which the Premises Connection Assets are located.
- (g) **"Protective Barrier"** means any fence, walls, doors, locks, alarm system or any other structure, system or thing designed to keep the Protection Zone secure and to restrict access to the Protection Zone by any person other than persons authorised by Endeavour Energy which is installed by Endeavour Energy at the Site.
- (h) **"Site"** means a site the subject of a Connection Contract and each such site is referred to in this Schedule as "the Site" in respect of the Connection Contract that applies to it.

endeavourenergy.com.au



POWER
together