

Model standing offer for an embedded network standard connection service

Terms and conditions
September 2026



Document Amendment History

Version No.	Publication Date	Prepared By	Comments
0.1	May 2014	Asset and Network Planning	
0.2	June 2015	Asset and Network Planning	Revised for the AER determination
0.3	July 2016	Asset and Network Planning	Revised for the Electricity Supply Act Metering changes
0.4	June 2017	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 ADI0002 SCADA and Communication requirements

Disclaimer

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

Note:

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

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

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1.0 Purpose of this document

1.1 Model Standing Offer for an Embedded Network Standard Connection Service

This document is Endeavour Energy's Model Standing Offer for an Embedded Network Standard Connection Service for a Customer who wishes to establish an Embedded Network at their premises in circumstances where (as applicable):

- (i) the Customer's premises are already connected to Endeavour Energy's Distribution System and the Customer requires an alteration to their connection arrangements for Endeavour Energy to permit the connection of the Embedded Network to Endeavour's Distribution System; or
- (ii) if the Customer's premises are not yet connected to Endeavour Energy's Distribution System, the Customer has entered into a separate connection agreement with Endeavour to establish the connection of the premises to Endeavour Energy's Distribution System (**Connection Point Establishment Contract**).

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 an Embedded Network Standard Connection Service to which this Model Standing Offer applies,

then the Customer is taken to have accepted an offer from Endeavour Energy for an Embedded Network 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 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, each case, the Connection Contract will incorporate the additional terms and conditions set out in this Model Standing Offer for Embedded Network at the Site.

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 an Embedded Network Standard Connection Service at the Site on the terms of this Model Standing Offer,

then upon acceptance of that offer in accordance with its terms the Customer and Endeavour Energy will have entered into a connection contract for an Embedded Network Standard Connection Service on the terms set out in this Model Standing Offer, for the purposes of Chapter 5A of the National Electricity Rules.

- (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 to be connected to or within the Embedded Network

- (a) Subject to the rest of this clause 1.4, if the Application specifies that the Customer wishes to connect an Embedded Generator/BESS as part of the Embedded Network Standard Connection Service identified in the Application then, in addition to the applicable terms and conditions described in clauses 1.2 or 1.3, as the case may be, the Customer must comply with the provisions of Schedule 3:.
- (b) This Model Standing Offer for an Embedded Network Standard Connection Service does not apply to a Customer who wishes to connect at the Site a generating system and/or battery energy storage system with a total nameplate capacity of 5MW or above.
- (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 the National Electricity Rules; and
 - (ii) the Embedded Generator/BESS must be connected in accordance with that separate connection agreement.

1.5 Definitions and interpretation

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

2.0 General

2.1 Customer's general obligation

The Customer must, in accordance with Good Industry Practice and the terms of this Offer, the requirements of Energy Laws, and Endeavour Energy's Connection Standards, and at its own cost:

- (a) engage an ASP/2 to construct, test and commission the ASP/2 Connection Alteration Works;
- (b) engage a licensed electrical contractor to design, construct and commission the Electrical Contractor Connection Alteration Works (other than the installation of a Type 1-4 Meter);
- (c) arrange for its Retailer to arrange for the supply and install of one or more Type 1-4 Meters for the Parent Meter as specified in the Permission to Connect; and
- (d) comply with the Embedded Network Establishment Arrangements.

2.2 Customer's Work Health and Safety obligations

- (a) The Customer must, in carrying out its obligations under clause 2.1, comply with Work Health and Safety Laws as applicable.
- (b) The Customer must ensure that any person engaged by the Customer (including an ASP/2, a licensed electrical contractor and an Accredited Metering Provider engaged by the Customer) as required by clause 2.1 and the terms of this Offer complies with Work Health and Safety Laws as applicable.

2.3 Site-specific Conditions

- (a) The Customer must:
 - (i) comply with any Site-specific Conditions that apply to the premises, including:

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

that was in force between Endeavour Energy and a previous customer at the premises.
- (c) Endeavour Energy will notify the Customer of any Site-specific Conditions that apply to the premises as soon as reasonably practicable after receipt of any request from the Customer.

2.4 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 ASP/2 Connection Alteration Works or Electrical Contractor Connection Alteration Works (as applicable), may commence and be completed.

2.5 Endeavour Energy's obligations

Endeavour Energy will, in accordance with this Model Standing Offer:

- (a) allow the Customer's ASP/2 to undertake the ASP/2 Connection Alteration Works required and allow the Customer's licensed electrical contractor to undertake the Electrical Contractor Connection Alteration Works required in connection with the Embedded Network Establishment Arrangements in accordance with the Permission to Connect;
- (b) provide Ancillary Network Services in respect of all of those works;
- (c) provide the Endeavour Energy Provided Equipment; and
- (d) comply with the obligations of Endeavour Energy specified in the Embedded Network Establishment Arrangements.

2.6 Acknowledgement

The Customer acknowledges that the ASP/2 Connection Alteration Works are Contestable Works.

2.7 Permission to Connect

- (a) Endeavour Energy will prepare a Permission to Connect using the information provided by the Customer in the Application.
- (b) Endeavour Energy will issue the completed Permission to Connect to the Customer and the terms and conditions of this Model Standing Offer will apply to the completed Permission to Connect.
- (c) The Customer must ensure that:

- (i) the Electrical Contractor Connection Alteration Works and ASP/2 Connection Alteration Works are undertaken in accordance with the Permission to Connect;
 - (ii) the Parent Meter (or Parent Meters) are supplied and installed in accordance with the Permission to Connect; and
 - (iii) the Customer's ASP/2 returns the Permission to Connect to Endeavour Energy in accordance with clause 0.
- (d) Compliance with the Permission to Connect is a Site-Specific Condition.

3.0 Metering

3.1 Meter type

- (a) A Meter that complies with the requirements of Energy Laws must be provided and installed at the Site before Endeavour Energy will supply electricity at the Site.
- (b) The Customer must contact their Retailer and, by agreement with their Retailer, determine whether a Type 1-4 Meter which complies with Energy Laws is installed when new meters are required.

3.2 Provision and installation of Meter

- (a) Where a Type 1-4 Meter is chosen for the Site, the provision, installation and maintenance of the Meter will be in accordance with Energy Laws and must be arranged by the Customer's Retailer. Endeavour Energy may at its discretion require proof that the Meter complies with Energy Laws.
- (b) The position and standards of installation of all Meters will be in accordance with the Metering Requirements Annexure to the Service and Installation Rules of NSW.
- (c) The Customer must request for a Retailer to arrange for the installation of a Type 1-4 Meter.
- (d) 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) supplied by Endeavour Energy only while the equipment is installed.

4.0 Electrical contractor connection alteration works

- (a) Subject to clause 3.2, the Customer must ensure that its licensed electrical contractor carries out any required Electrical Contractor Connection Alteration Works to Endeavour Energy's satisfaction and in accordance with the requirements of Energy Laws and Endeavour Energy's Connection Standards. The Customer accepts all risks associated with Electrical Contractor Connection Alteration Works.
- (b) The Customer must ensure that all Electrical Contractor Connection Alteration Works are fit for the purpose of Endeavour Energy supplying electricity to the Site from Endeavour Energy's Distribution System including complying with the requirements of any notice given by Endeavour Energy under paragraph (c) below.
- (c) Endeavour Energy may notify the Customer of any items in relation to the Electrical Contractor Connection Alteration Works that, in the reasonable opinion of Endeavour Energy, must be completed in order for the Electrical Contractor Connection Alteration Works to be fit for the purpose of Endeavour Energy supplying electricity to the Site from Endeavour Energy's Distribution System.
- (d) The Customer must maintain records and diagrams of the Electrical Contractor Connection Alteration Works and provide copies to Endeavour Energy promptly on request.

5.0 Completion of ASP/2 connection alteration works

5.1 Timeline for completion of ASP/2 Connection Alteration Works

- (a) The Customer acknowledges and agrees that:
 - (i) the timely progression and completion of the ASP/2 Connection Alteration Works depends upon the Customer's ASP/2; 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 ASP/2 to Complete the ASP/2 Connection Alteration Works.
- (b) It is the Customer's responsibility to agree timeframes for commencing and completing the ASP/2 Connection Alteration Works with the Customer's ASP/2.

5.2 Endeavour Energy Provided Equipment

- (a) Retention of Title in Endeavour Energy Provided Equipment

The Customer acknowledges that:

- (i) the Endeavour Energy Provided Equipment, being removable and replaceable equipment, is not and will not become at any time a fixture to the Customer's land situated at the premises;
- (ii) all right, title and interest in the Endeavour Energy Provided Equipment remains at all times vested in Endeavour Energy or the Network Owner (as the case may be);
- (iii) Endeavour Energy may, at its discretion, replace that equipment with other similar equipment at any time, on reasonable notice to the Customer, and may enter upon the Customer's premises and remove that equipment upon any termination of this contract by Endeavour Energy under clause 10.2; and
- (iv) the Customer must return the Endeavour Energy Provided Equipment to Endeavour Energy within a reasonable time of such a request by Endeavour Energy.

- (b) Personal Property Securities (PPS) register

The Customer acknowledges that Endeavour Energy or the Network Owner (as the case may be) has a security interest in the Endeavour Energy Provided Equipment and this will be registered on the PPS Register.

- (c) Endeavour Energy Provided Equipment Charges

The Customer must pay the Endeavour Energy Provided Equipment Charges for any Endeavour Energy Provided Equipment.

5.3 Notification of Service Works (NOSW), Notification of Metering Works (NOMW) and Notification of Works Completion

This clause 5.3 is subject to clause 5.4.

- (a) Immediately after completion of the Customer's obligations under clause 2.1 in accordance with the requirements of this Model Standing Offer, the Customer must provide, or ensure that the Customer's ASP/2 or the Customer's Electrical Professional provides, Endeavour Energy with:
 - (i) a NOSW, a Compliance Certificate for the ASP/2 Connection Alteration Works and the Permission to Connect; and
 - (ii) a Compliance Certificate for the Electrical Contractor Connection Alteration Works and any other works carried out at the Site by the Customer's electrical contractors where relevant.

- (b) Where the Customer is an HV Customer, Endeavour Energy will energise the Customer's Connection.
- (c) Where a Customer's Retailer has arranged for the provision of a Type 1-4 Meter through an Accredited Metering Provider that entity must provide Endeavour Energy with a NOMW, within 2 business days of the completion of the metering works.

5.4 Refusal to energise the Site

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

5.5 Energisation of Site cannot occur until establishment of Customer Connection Point is complete

If the Customer's premises is not yet connected to Endeavour Energy's Distribution System at the time this Model Standing Offer is entered into, energisation of the Site under this clause 5.0 is conditional on satisfaction of all the preconditions to energisation of the Customer Connection Point under the Connection Point Establishment Contract referred to in clause 1.10(ii) above.

6.0 Ancillary network services

6.1 Ancillary Network Services provided by Endeavour Energy

- (a) Ancillary Network Services will be provided by Endeavour Energy from time to time, which may include, but are not limited to:
 - (i) site establishment which includes NMI creation;
 - (ii) the preparation (and issue to the Customer) of the Permission to Connect;
 - (iii) administrative costs associated with the Embedded Network Establishment Arrangements;
 - (iv) coordination with AEMO;
 - (v) providing access to permit an Accredited Service Provider to carry out the ASP/2 Connection Alteration Works on or near Endeavour Energy's Distribution System;
 - (vi) inspections of work carried out by the Customer's ASP/2, electrical contractor and Metering Provider; and
 - (vii) other work of an administrative nature relating to the Embedded Network Establishment Arrangements.
- (b) Endeavour Energy will undertake Ancillary Network Services at such time and in such manner as Endeavour Energy reasonably determines.
- (c) The Customer is ultimately responsible for the payment of Ancillary Network Services Charges for any Ancillary Network Services provided by Endeavour Energy. The Customer's Retailer or an Electrical Professional may pay the Ancillary Network Services Charges on behalf of the Customer but if they fail to pay, the Customer is responsible.

7.0 Right of access, inspection and defects

7.1 Endeavour Energy to have right of access

- (a) Endeavour Energy and any person authorised by Endeavour Energy has a right of safe and unhindered access to and over the Site for any purpose or activity in connection with the works or services provided by the Customer's ASP/2, the relevant Electrical Professional or the performance of Endeavour Energy's obligations under this Model Standing Offer including, but not limited to:

- (i) the inspection of any ASP/2 Connection Alteration Works, Electrical Contractor Connection Alteration Works or other electrical works carried out by the Customer's Electrical Professional at the Site; and
 - (ii) the exercise of any other function conferred on Endeavour Energy under Energy Laws.
- (b) The Customer is taken to have given consent to Endeavour Energy, or any person authorised by Endeavour Energy, accessing the Site in exercise of its rights under clause 7.1(a) on acceptance of Endeavour Energy's offer on the terms of this Model Standing Offer.
- (c) Notwithstanding clause 7.1(b), Endeavour Energy will use reasonable endeavours to give 5 Business Days' notice to the Customer when it requires internal access to any building on the Site under clause 7.1(a).

7.2 Inspection of works and Correction of Defects

- (a) While Endeavour Energy periodically carries out inspections for the purpose of auditing and assessing the extent to which Electrical Professionals are complying with the requirements of clause 2.1 in respect of the Embedded Network Establishment Arrangements 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 ASP/2 Connection Alteration Works, Electrical Contractor Connection Alteration Works or works carried out by any other Electrical Professional nor that the ASP/2 Connection Alteration Works, Electrical Contractor Connection Alteration Works or works carried out by a Metering Provider are free from fault or Defects if none is identified in the course of any such inspection.
- (c) The Customer remains responsible and liable for the condition of the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works, the works carried out by a Metering Provider 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 ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider that must be rectified; or
 - (ii) any items in relation to the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider that must be completed, before Endeavour Energy commences supplying electricity at the Site.
- (e) The Customer must ensure that the Customer's ASP/2, electrical contractor or Metering Provider (as the case may be) corrects any Defects and undertakes any items of work contained in the notice under clause 7.2(d) as soon as practicable but in any event within 20 Business Days of receiving a notice from Endeavour Energy.

8.0 Payment

8.1 Charges payable by the Customer

The Customer is responsible for paying or procuring the payment of all charges and costs payable to:

- (i) the Customer's ASP/2 for services provided by the Customer's ASP/2 in connection with the carrying out of the ASP/2 Connection Alteration Works;
- (ii) the Customer's other Electrical Professionals for services provided by the Electrical Professional in connection with the carrying out of the Customer's Installation Works; and

- (iii) Endeavour Energy for all Connection Charges in accordance with this Model Standing Offer (including the Ancillary Network Services Charges specified under clause 8.3 below).

8.2 Amounts payable to the Customer's ASP/2

The Customer is responsible for all charges and costs payable to the Customer's ASP/2 in relation to the ASP/2 Connection Alteration Works that are not paid to the Customer's ASP/2 by the Customer's Retailer.

8.3 Payment of Endeavour Energy's Ancillary Network Services administrative costs associated with Embedded Network Establishment Arrangements under Schedule 2

- (a) The Customer must pay Endeavour Energy's costs of complying with its obligations under Schedule 2 including, but not limited to, amounts specified in an estimate given under Schedule 2: paragraph 1(c), as invoiced by Endeavour Energy to the Customer from time to time, within 30 days of invoice.
- (b) If Endeavour Energy reasonably anticipates that it will incur costs in complying with Endeavour Energy's obligations under this clause which are not the subject of an estimate provided to the Customer pursuant to Schedule 2: paragraph 1(c), Endeavour Energy will use reasonable endeavours to provide an estimate of those costs to the Customer before they are incurred.
- (c) Endeavour Energy will provide the Customer with an updated estimate of its costs of complying with its obligations under Schedule 2: if Endeavour Energy considers that those costs will materially differ from an earlier estimate.

8.4 Invoices

- (a) Subject to clause 8.4(f), Endeavour Energy may send an invoice to the Customer or the Customer's Electrical Professional on or after the last day of a calendar month for any services carried out by Endeavour Energy during or prior to that calendar month.
- (b) If Endeavour Energy requires payment by the Customer in advance of providing a service or carrying out any works, Endeavour Energy may notify the Customer or the Customer's Electrical Professional and issue a payment advice accordingly.
- (c) Each invoice or payment advice issued by Endeavour Energy:
 - (i) must separately identify each applicable Connection Charge; and
 - (ii) state whether the amount is inclusive or exclusive of GST.
- (d) Where an amount paid by the Customer or the Electrical Professional on the Customer's behalf under this Model Standing Offer is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.
- (e) Within 20 Business Days from the date of an invoice issued by Endeavour Energy (or such other period as may be set out in Endeavour Energy's invoice) the Customer or the Electrical Professional must pay to Endeavour Energy the amount set out in the invoice.
- (f) The Customer acknowledges and agrees that if the Customer's Electrical Professional fails to pay any of the charges contemplated by this clause, the Customer remains liable for those charges as invoiced to the Customer under this contract.

8.5 Provision of Security

- (a) On request by Endeavour Energy, the Customer must provide Security.
- (b) The Security will be held by Endeavour Energy until all Connection Charges are paid in accordance with this Offer and all Endeavour Energy Provided Equipment is returned to Endeavour Energy in accordance with clause 5.2(a)(iv).
- (c) Endeavour Energy may access the Security in circumstances where Connection Charges are not paid or where the Endeavour Energy Provided Equipment is not returned to Endeavour Energy in accordance with clause 5.2(a)(iv).

- (d) Endeavour will return the balance of any Security to the Customer:
 - (i) once all obligations are performed under this Model Standing Offer (and all outstanding amounts paid to Endeavour); or
 - (ii) following termination of this Model Standing Offer (after Endeavour deducts any amounts owed to it as contemplated by clause 10.3),
 whichever is earlier.

9.0 Risk and liability

9.1 Customer's responsibilities

- (a) The Customer accepts all risks associated with the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works, and the works carried out by a Metering Provider including, but not limited to:
 - (iii) the risk of any delay or increased cost in relation to the carrying out of the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider;
 - (iv) the risk of obtaining any required Authorisations for the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works and the works carried out by a Metering Provider;
 - (v) the risk of carrying out of the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works and the works carried out by a Metering Provider in accordance with all Energy Laws;
 - (vi) any faults or Defects in relation to the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider and remediation of those faults or Defects; and
 - (vii) the risk of maintaining the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works, and the works carried out by a Metering Provider 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, including but not limited to clearing vegetation and maintaining such clearance.
- (b) The Customer acknowledges and agrees that:
 - (i) Endeavour Energy has no liability in respect of any delay to, or additional costs for any of the works or services undertaken by the customer's ASP/2, electrical contractor or Metering Provider and any other Loss suffered or incurred by the Customer arising from the occurrence of any of the risks set out in clause 9.1(a); and
 - (ii) it is not entitled to, and must not, make a Claim against Endeavour Energy arising out of or in connection with the occurrence of any of the risks set out in clause 9.1(a).

9.2 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 ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider or a breach of this Model Standing Offer by the Customer (prior to completion of any of those works);

- (b) as a result of any failure by the Customer to comply with applicable Laws;
- (c) in connection with:
 - (i) any Defects or faults in ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider;
 - (ii) the unauthorised connection of any load or the connection of any load different to that specified in the Permission to Connect without first obtaining Endeavour Energy's permission;
 - (iii) the Customer's ASP/2, electrical contractor or Metering Provider carrying out the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works or the works carried out by a Metering Provider, including any work directed by Endeavour Energy in accordance with clause 7.2; or
 - (iv) any failure by the Customer to ensure that the Customer's ASP/2, electrical contractor or Metering Provider carries out any work directed in a notice provided by Endeavour Energy in accordance with clause 7.2; and
 - (v) any failure by the Customer to maintain the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works, and the works carried out by a Metering Provider 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.
- (d) by the Customer's ASP/2, electrical contractor or Metering Provider in relation to amounts payable by the Customer to the Customer's ASP/2, electrical contractor or Metering Provider in connection with the Embedded Network Establishment Arrangements.

9.3 Insurance

The Customer is responsible for considering and obtaining insurance coverage appropriate to its own requirements (if any) in relation to the ASP/2 Connection Alteration Works, the Electrical Contractor Connection Alteration Works, the works carried out by a Metering Provider, the Site and any other works carried out at the Site.

9.4 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.

9.5 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 9.5(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 9.5(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 9.5(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.

9.6 No variation to statutory liability limitation under the NEL

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

10.0 Termination

10.1 Endeavour Energy's notice to remedy

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

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

10.2 Termination by Endeavour Energy

If:

- (a) Endeavour Energy issues a notice under clause 10.1 and the Customer fails to remedy the Customer Event of Default within the period specified in that notice;
- (b) Endeavour Energy issues a notice under clause 10.1 and the notice states the Customer Event of Default is not capable of remedy; or
- (c) a period of more than 3 months passes without the Customer (whether personally or through the Customer's ASP/2) performing any material obligations under this Model Standing Offer and Endeavour has given the Customer a notice to commence performing the Customer's obligations within 1 month of the date of that notice (or such later date stated in Endeavour's notice) and the Customer (whether personally or through the Customer's ASP/2) fails to commence performing its obligations by that date,

then Endeavour Energy may terminate this Model Standing Offer by notice to the Customer with effect from the date on which the notice is served and the provisions of clause 10.3 will apply.

10.3 Consequences of termination for Customer Event of Default

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

- (a) pay Endeavour Energy for all Ancillary Network Services and any other amounts payable to Endeavour Energy under this Model Standing Offer;
- (b) pay Endeavour Energy any other costs incurred by Endeavour Energy in terminating this Model Standing Offer including, but not limited to the cost of attending the Site for that purpose; and
- (c) comply with any request made by Endeavour Energy under clause 5.2(a)(iv).

10.4 No prejudice to accrued rights and survival of certain terms

- (a) The termination of this Model Standing Offer by a party under this clause 10.0 is without prejudice to the accrued rights of that party at the time of such termination.
- (b) Despite any rule of law or equity to the contrary and to the extent permitted by law, this Model Standing Offer may not be terminated other than as provided in this Model Standing Offer.
- (c) Clause 10.3 survives the termination or expiry of this Model Standing Offer.

11.0 Notices

- (a) Notices under this Model Standing Offer must be sent in writing, unless this Model Standing Offer or the National Electricity Rules say otherwise.
- (b) A notice sent under this Model Standing Offer is taken to have been received by the person to whom it is addressed:
 - (i) **(delivery in person)** on the date it is handed to the person, left at the person's premises or, where the notice is issued by the Customer to Endeavour Energy, left at 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) A person's addresses and fax number are those set out in the Application.

12.0 Amendment

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

13.0 Complaints and dispute resolution

13.1 Dispute resolution

- (a) The Customer may ask Endeavour Energy to review its decisions in connection with the Embedded Network Establishment Arrangements 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 Embedded Network Standard Connection Service to the Energy and Water Ombudsman of NSW (**EWON**) and Endeavour Energy agrees to abide by any decision of EWON made in relation to such a dispute.
- (d) The Customer acknowledges that:
 - (i) the EWON may require the Customer to provide Endeavour Energy with an opportunity to address the Customer's complaint or dispute in accordance with the Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes before it will investigate the Customer's complaint or dispute.
 - (ii) Generally the EWON expects Customers to have attempted to resolve the complaint or dispute with Endeavour Energy before contacting EWON.

13.2 Referral to Australian Energy Regulator

- (a) The processes and procedures described in clause 13.1 do not limit the Customer's rights under the National Electricity Law to refer a dispute:
 - (i) regarding the terms and conditions of this Model Standing Offer; or
 - (ii) about the Connection Charges payable to Endeavour Energy
 to the AER as an access dispute under the National Electricity Law.
- (b) The Customer acknowledges that the AER may require the Customer to attempt to resolve a dispute with Endeavour Energy in accordance with the Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes before the AER will investigate and determine the dispute.

14.0 General

14.1 Consents

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

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

unless this Model Standing Offer expressly contemplates otherwise.

14.2 Jurisdiction and governing law

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

14.3 Customer acknowledgement

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

15.0 Interpretation

15.1 Definitions

The following definitions apply in this Model Standing Offer.

"Accreditation Scheme" means the scheme for the accreditation of service providers to undertake Contestable Works established under section 31A of the *ES Act* and under Part 3 of the ES Regulation (Safety and Network Management), being:

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

"Accredited Metering Provider" means a person accredited and registered by AEMO under the National Electricity Rules who is authorised to install the relevant Meter.

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

"AEMO" means the Australian Energy Market Operator.

"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 Procedures or any varied or replacement procedures issued by AEMO from time to time.

"AER" means the Australian Energy Regulator.

"Ancillary Network Services" means any of the services identified as Ancillary Network 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.

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

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

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

"ASP/2" means an individual or entity accredited under the Accreditation Scheme as a level 2 accredited service provider for service and metering works on Endeavour Energy's Distribution Network in one of the following categories:

- (a) category 1 - disconnection/reconnection;
- (b) category 2 - underground services;
- (c) category 3 - overhead services; or
- (d) category 4 - metering and energising installation.

"ASP/2 Connection Alteration Works" means the connection alteration works to be undertaken by an ASP/2 engaged by the Customer at the Customer's Installation which are necessary to accommodate the Embedded Network Establishment Arrangements at the Customer's Installation, as specified in the Permission to Connect.

"ASP/3" means an individual or entity accredited under the Accreditation Scheme as a level 3 accredited service provider for design services.

"Authorisation" means:

- (a) an approval, consent, declaration, exemption, notarisation, licence, permit, certificate, waiver or other authorisation, however described, required by any Law; and
- (b) in relation to anything that could be prohibited or restricted by Law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

"Authority" means any:

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

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

"Child Connection Point" means an EN Customer Connection Point which is, or is proposed to be, a *Child Connection Point* (as defined in the National Electricity Rules) in respect of the Embedded Network.

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

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

"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.

"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 *Gas and Electricity (Consumer Safety) Regulation 2018*.

"Connection Charges" means the charges payable in consideration for the provision of the Embedded Network Standard Connection Service and the performance by Endeavour Energy of its obligations under this Model Standing Offer, including any charges set out in set out in Schedule 1.

"Connection Point Establishment Contract" has the meaning given in clause 1.10(ii).

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

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

- (a) loss of income, profits, revenue or business;
- (b) loss of or damage to goodwill;

- (c) loss of business reputation;
- (d) loss of use;
- (e) loss of production;
- (f) loss or denial of business opportunity;
- (g) loss of anticipated savings; or
- (h) business interruption.

"Contestable Works" has the same meaning as "contestable network service" under section 31A 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 Point" means the point at which Endeavour Energy's Distribution System connects to the Customer's Installation.

"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 ASP/2 Connection Alteration Works or the Site;
- (b) the Customer fails, within 20 business days to rectify any Defect advised by Endeavour Energy in accordance with clause 7.2(d)(i);
- (c) the Customer fails within the specified time to comply with a notice from Endeavour Energy requiring safety-related corrective works to be undertaken in accordance with clause 9.2(c)(v);
- (d) the Customer fails to provide Endeavour Energy or its personnel with access to the Site in accordance with this Model Standing Offer;
- (e) the Customer is or becomes insolvent; or
- (f) the Customer fails to pay any amount due and payable by the Customer to Endeavour Energy pursuant to this Model Standing Offer.

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

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

"Customer's 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 Point of Supply including the Type 1-4 Meter.

"Defect" means:

- (a) any defect, deficiency, fault, error or omission in the ASP/2 Connection Alteration Works, Electrical Contractor Connection Alteration Works or works carried out by a Metering Provider; or
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence; or

- (ii) aspect of the ASP/2 Connection Alteration Works, Electrical Contractor Connection Alteration Works or works carried out by a Metering Provider,

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

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

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

"Electrical Contractor Connection Alteration Works" means the connection alteration works to be undertaken by an electrical contractor engaged by the Customer at the Customer's Installation which are necessary to accommodate the Embedded Network Establishment Arrangements at the Customer's Installation as specified in the Permission to Connect.

"Electrical Professional" means a third party to this Contract who is undertaking services for the Customer relevant to this Contract and includes an Accredited Metering Provider, an electrical contractor, and an ASP2, as the case may be.

"Embedded Generator/BESS" means a generating system and/or battery energy storage system with a total nameplate capacity of less than 5MW.

"Embedded Network" means the Customer's electricity distribution network:

- (a) located, or to be located, at the Customer's premises; and
- (b) which is connected, to Endeavour Energy's Distribution System.

"Embedded Network Establishment Arrangements" means all of the requirements for the establishment of the Embedded Network at the Customer's Installation as set out in Schedule 2.

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

"Encumbrance" means an interest or power:

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

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

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

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

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

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

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

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

"Endeavour Energy Provided Equipment" means any specific items of equipment provided by Endeavour Energy (whether owned by Endeavour Energy or the Network Owner) to the Customer for the purposes of the Embedded Network Establishment Arrangements at the Customer's Installation, as specified in the Permission to Connect.

"Endeavour Energy Provided Equipment Charges" means any charges payable for the provision of Endeavour Energy Provided Equipment by Endeavour Energy as specified in the Permission to Connect and calculated in accordance with the Network Price List.

"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) *Gas and Electricity (Consumer Safety) Act 2017* (NSW);
- (d) *Gas and Electricity (Consumer Safety) Regulation 2018* (NSW);
- (e) *Electricity (Consumer Safety) Regulation 2015* (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 and inspection guidelines;
- (j) Endeavour Energy's Customer Funded Contestable Work Guidelines (Level 1)
- (k) Endeavour Energy's Customer Funded Contestable Work Guidelines (Level 2)
- (l) Endeavour Energy's Standards; and
- (m) Endeavour Energy's Electrical Safety Rules.

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

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

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

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

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

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

"Energy and Water Ombudsman" or "EWON" means the energy ombudsman approved by the Minister under section 96B of the ES Act for, among other things, the purposes of the National Energy Retail Law and ES Act.

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

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

"ES Regulation (Safety and Network Management)" means *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW).

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

"ES Regulation" means:

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

"Good Electricity Industry Practice" has the meaning given to that term in Chapter 10 of 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).

"Law" means:

- (a) Commonwealth, State, local or other government legislation, regulations, by-laws and other subordinate legislation;
- (b) any duty, obligation or requirement of the principles of the common law or equity;
- (c) any requirements of an Authority (including Authorisations and conditions in respect of any Authorisations); and

- (d) guidelines, plans or policies of a Commonwealth, State or local government or Authority with which the Customer is required to comply.

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

"Maximum Capacity" means the capacity approved by Endeavour in respect of the Customer's Connection and as specified in the Permission to Connect issued by Endeavour.

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

"Metering Coordinator" has the meaning given to that term in Chapter 10 of the National Electricity Rules.

"Metering Database" has the meaning given to that term in Chapter 10 of 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 meaning given to that term in Chapter 10 of the National Electricity Rules.

"Metering Provider" means a Metering Provider duly registered under the National Electricity Rules to supply and install any type 1-4 Meter specified in the Permission to Connect.

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

"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.

"Model Standing Offer" means the terms and conditions set out in this document entitled "Model Standing offer for an Embedded Network Standard Connection Service".

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

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

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

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

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

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

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

"NMI" means a National Metering Identifier as described in the National Electricity Rules.

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

"NOSW" means, in relation to the Customer's Connection, a Notification of Service Work which must be submitted by the Customer or Customer's ASP to Endeavour Energy via the eNOSW application on completion of the Premises Connection Works in accordance with clause 5.30(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).

"Parent Connection Point" means a Customer's Connection Point which is to be treated as a *Parent Connection Point* (as defined in the National Electricity Rules) in accordance with Schedule 2.

"Parent Meter" means a Metering Installation to be installed at a Parent Connection Point in accordance with the National Electricity Rules and the AEMO Procedures, as specified in the Permission to Connect.

"Permission to Connect" means a document setting out the details of the ASP/2 Connection Alteration Works, the Electrical Contractor Alteration Works and the Parent Meter required for each Parent Connection Point under the Embedded Network Establishment Arrangements.

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

"PPS Register" means the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth).

"Regulatory Control Period" has the meaning given to that term in Chapter 10 of the National Electricity Rules.

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

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

"Security" means:

- (a) a cash sum deposited into a bank account nominated by Endeavour Energy;
- (b) a bank cheque made payable to Endeavour Energy which Endeavour Energy may deposit into a bank account nominated by Endeavour Energy; or
- (c) an unconditional bank guarantee in favour of Endeavour Energy
- (d) in a form and in an amount notified by Endeavour Energy that is equivalent to:

- (e) the value of the Endeavour Energy Provided Equipment;
- (f) labour costs that would be incurred to disassemble and remove the Endeavour Energy Provided Equipment; and
- (g) any amounts payable as estimated by Endeavour Energy, under clauses 5.2(c) and 8.3.

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

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

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

"Type 6 Meter" means a Type 6 metering installation, as defined and required under the Energy Laws.

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

15.2 Rules for interpreting this Model Standing Offer

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

- (a) A word or expression used in this Model Standing Offer which is defined in the Application or Endeavour Energy's Offer has the same meaning as there set out.
- (b) A reference to:
 - (i) a clause or Schedule is a reference to a clause or Schedule of this Model Standing Offer, unless the context requires otherwise;
 - (ii) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (iii) a party identified in this Model Standing Offer or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.

- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) wherever "include" or any form of that word is used, it will be construed as if it were followed by "without being limited to".

15.3 Non Business Days

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

- (i) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (j) 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. Ancillary Network Services Charges payable in accordance with clause 6.1(c).
2. Endeavour Energy Provided Equipment Charges payable in accordance with clause 5.2(c).
3. 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 and payable in accordance with clause 6.1(c).

Schedule 2: Embedded network establishment arrangements

The terms and conditions in this Schedule are Site-specific Conditions and an additional term of Endeavour's Connection Contract with the Customer.

1. Establishment of an Embedded Network

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

- (i) applies to Endeavour Energy under the MSATS Procedures for the issue of a separate code for the Embedded Network to AEMO for the Parent Connection Point requested or to be requested by the Customer under paragraph 1(a) of this Schedule; and
 - (ii) applies to AEMO for any Child NMI's required for Child Connection Points in the Embedded Network; and
 - (iii) provides the Metering Coordinator, the Retailer and the Customer with any such Child NMI's issued by AEMO; and
 - (iv) registers any Child NMI's issued by AEMO with AEMO in accordance with the AEMO Procedures.
- (g) For the purposes of paragraph 1(e) of this Schedule, the following metrology requirements must be satisfied in accordance with the National Electricity Rules, the AEMO Procedures and Endeavour Energy's technical requirements:
- (i) all pre-existing NMI's previously issued by Endeavour Energy or AEMO in respect of all EN Customer Connection Points have been either deactivated (in the case of Off-Market Connection Points) or extinguished (in the case of Child Connection Points);
 - (ii) any Metering Equipment for any such EN Customer Connection Points which belongs to Endeavour Energy, the Network Owner or the Network Lessee (as the case may be) is disposed of;
 - (iii) a Child Meter is installed for each Child Connection Point and a Parent Meter is installed at the Parent Connection Point, in accordance with the National Electricity Rules and the AEMO Procedures;
 - (iv) any Child NMI's issued by AEMO in respect of any Child Connection Points are registered and activated;
 - (v) compliance with all applicable requirements of the National Electricity Rules and AEMO Procedures in relation to the:
 - (A) ongoing provision, installation and maintenance of a Child Meter at each Child Connection Point; and
 - (B) collection, processing and delivery of metering data (including delivery to the metering database) gathered by or stored in each Child Meter; and
 - (vi) compliance with all other applicable requirements of the National Electricity Rules and AEMO Procedures.
- (h) The Customer must ensure:
- (i) it is registered as a network service provider under the National Electricity Rules or is exempt from registration and complies with the conditions of any such exemption;
 - (ii) it has appointed an Embedded Network Manager for the Embedded Network; and
 - (iii) the Embedded Network Manager complies with all requirements under the National Electricity Rules and AEMO Procedures.

2. Consents and Acknowledgements for EN Customer Connection Points

- (a) Before or upon making any written request to Endeavour Energy under paragraph 1(a) of this Schedule the Customer must:
 - (i) comply with all Laws relating to the conversion of parts of the existing Distribution System to an Embedded Network; and

- (ii) give notice in writing to each EN Customer addressing the matters and satisfying the requirements set out in paragraph 2(b) of this Schedule; and
 - (iii) give a copy of the notice to Endeavour Energy.
- (b) A notice given to an EN Customer for the purposes of paragraph 2(a)(ii) of this Schedule must:
 - (i) be in writing;
 - (ii) clearly identify the electricity supply, sale and metering arrangements that the Customer proposes will apply to the EN Customer in respect of its Child Connection Point or Off-Market Connection Point (as applicable); and
 - (iii) state that the EN Customer's premises are connected directly to the Customer's Embedded Network, not connected to Endeavour Energy's Distribution Network, and that the EN Customer has no contract or agreement with Endeavour Energy for connection to Endeavour Energy's Distribution Network;
 - (iv) be in a form consistent with all requirements under all Laws, including the AER's Network Service Provider Exemption Guideline (if applicable); and
 - (v) be in a form which is satisfactory to Endeavour Energy.

3. Responsibility for Embedded Network

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

- (c) For the purposes of paragraph 3(b)(iv), the "cost of any electricity" includes all network charges and all other amounts payable to the relevant Retailer in respect of the sale and supply of that electricity.

4. Payment of Endeavour Energy's costs

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

Schedule 3: Embedded Generator/BESS Terms and Conditions (up to 5MW)

1. General

This Schedule 3, together with Annexure 1 (**Meaning of Words**) 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) 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 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 Embedded Network Standard Connection Service (under clause 1.2 or 1.3 (as applicable)) and until the earlier of:

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

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

3. Requirements relating to connection services and required services

3.1 Agreements/Registrations/Meter Provisions

The Customer will, prior to electrically connecting the 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 of 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 of any of its Authorised Persons);
- (h) comply with the provisions, if any, of the Energy Laws and the Rules and Standards relating to the parameter settings for protection and control equipment at each Connection Point; 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
- (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.

Emergency Backstop Conditions do not apply to an Embedded Generator/BESS installed within an embedded network.

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 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.

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 3: 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 Generating Plant in parallel with the distribution system. The Operating Protocol must be agreed between the Customer and Endeavour Energy prior to the commencement of commissioning testing of the Generating Plant and will be subject to periodic review. If the Customer does not own the Generating Plant located at its property the Customer must ensure the involvement of the owner of the Generating Plant in these negotiations to the extent reasonably necessary for these things to be agreed.

Subject to the other requirements in 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 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 5(b) below, Endeavour Energy will permit Export from the Embedded Generator/BESS up to the Fixed Export Limit.
- (b) If the Customer's Permission to Connect specifies a Fixed Export Limit only, Endeavour Energy will not permit Export from the Embedded Generator/BESS above the Fixed Export Limit.

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 10 in relation to an event of Force Majeure, and the event of Force Majeure continues for more than 6 months, the non-affected party may terminate these terms and conditions by 10 business days' written notice to the affected party.

10.3 Termination date

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

11. Force Majeure

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

12. Communications by 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 3: 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 will result in any energy and cost savings (e.g. on electricity charges, or otherwise).

ANNEXURE 1 (Meaning of words)

In this Schedule 3: capitalised words have the meaning defined in Schedule 1, in the Connection Contract or as explained in this 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.

"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.

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

"Emergency 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.

"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.

"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 Embedded Network Standard Connection Service" means Endeavour Energy's model standing offer for an embedded network standard connection service published on its website at www.endeavourenergy.com.au.

"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.

"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 Generating Plant and operation of the Generating Plant during normal and contingent conditions.

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

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

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

"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.

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