



# MODEL STANDING OFFER for an EMBEDDED NETWORK STANDARD CONNECTION SERVICE

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**Terms and conditions**

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November 2023

## 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

### 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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# EMBEDDED NETWORK STANDARD CONNECTION SERVICE TERMS AND CONDITIONS

## 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 Customers whose premises are already connected to Endeavour Energy's Distribution System and who:

- (a) wish to establish an Embedded Network at their premises; and
- (b) require an alteration to their connection arrangements for Endeavour to permit the connection of the Embedded Network to Endeavour's Distribution System.

### 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 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](http://www.endeavourenergy.com.au); or
- (ii) if the Customer is not a Large Customer, in the form of Endeavour Energy's Deemed Standard Connection Contract, as published on its website at [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au);

and

- (iii) including 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

Where:

- (a) the Customer has made an Application and has not requested an expedited service; and
- (b) Endeavour Energy has made the Customer an offer for 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.

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

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

## **2.0 GENERAL**

### **2.1 Customer's general 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 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.

### **2.4 Acknowledgement**

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



## 2.5 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 5.3(a).

## 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 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**

- (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.

## **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 naturerelating 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 Customer's payment obligations

- (a) The Customer is responsible for:
  - (i) all charges and costs payable to the Customer's ASP/2 for services provided by the Customer's ASP/2 in connection with the carrying out of the ASP/2 Connection Alteration Works;
  - (ii) all charges and costs payable to 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) payment of all Connection Charges in accordance with this Model Standing Offer (including the Ancillary Network Services Charges specified under clause 8.3 below).
- (b) Any amounts payable by the Customer in accordance with clauses 8.1(a)(iii) and 8.3 are to be paid to the Customer's Electrical Professional, who will collect those amounts on Endeavour Energy's behalf, and receipt of those amounts by the Customer's Electrical Professional will satisfy the Customer's payment obligations under that clause.

### 8.2 Amounts payable to the Customer's ASP/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 paragraph **Error! Reference source not found.** 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 paragraph **Error! Reference source not**

**found.** if Endeavour Energy considers that those costs will materially differ from an earlier estimate.

#### **8.4 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 while the assets relating to those works are in the Customer's care;
- (b) as a result of any failure by the Customer to comply with applicable Laws;
- (c) in connection with:
  - (i) any Defects or faults in 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.

### **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) 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 successfully faxed to the person (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date five (5) business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between the parties.
- (c) A person's addresses and fax number are those set out in the Application.

### **12.0 AMENDMENT**

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

### **13.0 COMPLAINTS AND DISPUTE RESOLUTION**

#### **13.1 Dispute resolution**

- (a) The Customer may ask Endeavour Energy to review its decisions in connection with the 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](http://www.endeavourenergy.com.au).
- (c) If the Customer is a Small Customer, the Customer may, without any cost to the Customer, refer any complaint or dispute arising in connection with Endeavour Energy's provision of the 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 Energyto the AER as an access dispute under the National Electricity Law.
- (b) The Customer acknowledges that the AER may require the Customer to attempt to resolve a dispute with Endeavour Energy in accordance with the Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes before the AER will investigate and determine the dispute.

## **14.0 GENERAL**

### **14.1 Consents**

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

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

unless this Model Standing Offer expressly contemplates otherwise.

### **14.2 Jurisdiction and governing law**

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

## 15.0 INTERPRETATION

### 15.1 Definitions

The following definitions apply in this Model Standing Offer.

**"Accreditation Scheme"** means the scheme for the accreditation of service providers to undertake Contestable Works established under section 31 of the *ES Act* and under Part 10 of the *ES Regulation*, being:

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

**"Accredited 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 by NSW Trade and Investment in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (or as amended) as a level 1 accredited service provider for construction.

**"ASP/2"** means an individual or entity accredited by NSW Trade and Investment in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (or as amended) as a level 2 accredited service provider for service and metering works on Endeavour Energy's Distribution Network in one of the following categories:

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

**"ASP/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 by NSW Trade and Investment in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (or as amended) as a level 3 accredited service provider for design services.

**"Authorisation"** means:

- (a) an approval, consent, declaration, exemption, notarisisation, 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.

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

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

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

"**Contestable Works**" has the same meaning as "contestable network service" under section 31A 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(a)(v);
- (d) the Customer fails to provide Endeavour Energy or its personnel with access to the Site in accordance with this Model Standing Offer;
- (e) the Customer is or becomes insolvent; or
- (f) the Customer fails to pay any amount due and payable by the Customer to Endeavour Energy pursuant to this Model Standing Offer.

"**Customer'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 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](http://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) *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW);
- (d) *Electricity (Consumer Safety) Act 2004* (NSW);
- (e) *Electricity (Consumer Safety) Regulation 2015* (NSW);
- (f) the Service and Installation Rules of NSW;
- (g) *Home Building Act 1989* (NSW);
- (h) the *National Electricity Rules*;
- (i) All Australian Standards relating to Electrical Installations including, but not limited to, AS/ NZS 3000 – Wiring Rules and AS/ NZS 3017 – Electrical Installations – Testing and inspection guidelines;
- (j) Endeavour Energy's Customer Funded Contestable 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 s96B of the ES Act for, among other things, the purposes of the National Energy Retail Law and ES Act.

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

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

**"ES Regulation"** means the *Electricity Supply (General) Regulation 2001* (NSW).

**"Good Electricity Industry Practice"** has the meaning given 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 owned by Endeavour Energy or owned by the Network Owner and leased to the Network Lessee and sub-leased to Endeavour Energy or owned by the Network Lessee and leased to Endeavour Energy (as the case may be) which includes, but not limited to, meters, load control equipment, CT's and VT's.

**"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](http://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 5.3(a)(i).

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

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

**"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

in a form and in an amount notified by Endeavour Energy that is equivalent to:

(d) the value of the Endeavour Energy Provided Equipment;

(e) labour costs that would be incurred to disassemble and remove the Endeavour Energy Provided Equipment; and

(f) 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 the NSW Department of Planning and Environment as amended and updated from time to time.

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

**"Small Customer"** has the meaning given to that term in the National Energy Retail Law, being a customer who purchases electricity principally for personal, household or domestic use at premises, or a business customer who consumes less than 160MWh of electricity per annum at business premises

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

**"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

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

### 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 a **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,

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 each 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 NMIs required for Child Connection Points in the Embedded Network; and
  - (iii) provides the Metering Coordinator, the Retailer and the Customer with any such Child NMIs issued by AEMO; and
  - (iv) registers any Child NMIs 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 NMIs 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 NMIs 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 clause 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.