



# DEEMED AER Approved STANDARD CONNECTION CONTRACT FOR LARGE CUSTOMERS

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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 2015	Asset and Network Planning	Clause 8.0
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0.7	Oct 2022	Asset Strategy and Planning	Distribution Energy Resources rule change
0.8	November 2023	Customer Network Solutions	Embedded network rule and property process changes

### Disclaimer

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

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## ENDEAVOUR ENERGY

### TERMS AND CONDITIONS FOR DEEMED STANDARD CONNECTION CONTRACTS FOR LARGE CUSTOMERS

#### PREAMBLE

This contract is about the services which cover connection of your *premises* to our *distribution system*, and supply services for the premises. These services are called "customer connection services".

In addition to this contract, we are required to comply with energy laws and other consumer laws in our dealings with you.

This contract does not deal with the sale of electricity. Your purchase of the electricity consumed at the *premises* is dealt with by a separate contract between you and your electricity *retailer*.

More information about this contract and other matters is on our website [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au).

#### 1.0 THE PARTIES

This contract is between:

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,

who provides you with *customer connection services* at the *premises* (in this contract referred to as "we", "our" or "us"); and

You, the *customer* to whom this contract applies (in this contract referred to as "you" or "your").

#### 2.0 DEFINITIONS AND INTERPRETATION

- (a) Terms used in this contract that are defined in the *National Energy Retail Law* or the National Energy Retail Rules ("**Rules**") have the same meanings as they have in the *National Energy Retail Law* or the *Rules*. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Other terms *printed like this* in this contract have the meanings given to them in Schedule 1.
- (c) Where the simplified explanations in Schedule 1 differ from the definitions in the *National Energy Retail Law* and the *Rules*, the definitions in the *National Energy Retail Law* and the *Rules* prevail.

- (d) Our *distribution system* is an electricity *distribution system*.

### 3.0 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

#### 3.1 These are our terms and conditions

This contract sets out the terms and conditions for Endeavour Energy's *deemed AER approved standard connection contract for large customers* under the *National Energy Retail Law* and the *Rules*.

#### 3.2 Does this contract apply to you?

This contract applies to you if:

- (a) your *premises* are business *premises* connected to our *distribution system*;
- (b) you are a *large customer* in respect of those business *premises*; and
- (c) you do not have a negotiated *customer connection contract* with us.

#### 3.3 What if I need a new connection?

If you require a new connection to our *distribution system* or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

### 4.0 WHAT IS THE TERM OF THIS CONTRACT?

#### 4.1 When does this contract start?

- (a) In the case of a new connection or an alteration to your existing connection, this contract starts on the date that you accept our connection offer in accordance with the requirements of Chapter 5A of the *National Electricity Rules*; or
- (b) If your *premises* are already connected to our *distribution system*, this contract starts:
  - (i) if the connection at your *premises* is energised, on the date you start to use supply services at those *premises*; or
  - (ii) if the connection at your *premises* is not energised, on the date your *premises* become re-energised or reconnected.
- (c) If your *premises* have an existing connection to our *distribution system* and you have been reclassified as a *large customer* for that *premises* this contract starts when you receive notice from us of the reclassification.

#### 4.2 Multiple *premises*

If this contract applies to more than one *premises* at which we provide *customer connection services* to you:

- (a) your rights and ours may be exercised in respect of each one of those *premises* without affecting the continued application of this contract to any other *premises*;
- (b) where any of those *premises* adjoin, the *customer installation* at each of the adjoining *premises* must:



- (i) remain electrically isolated from each other; and
  - (ii) be connected to our *distribution system* through separate *connection points* to our *distribution system*;
- (c) if you wish to consolidate *customer installations* at adjoining *premises* so as to form a single *customer installation* (across those *premises*) connected to our *distribution system* through a single *connection point*, then you must make a separate application to us for a *connection alteration* under Chapter 5A of the *National Electricity Rules*. Any such application will be subject to our approval and the terms and conditions of any connection offer made by us under Chapter 5A of the *National Electricity Rules*; and
- (d) you must submit to us electrical and physical diagrams of the *customer installation* to our reasonable satisfaction.

### 4.3 When does this contract end?

- (a) This contract ends:
- (i) if your *retailer* notifies us that the *premises* are to be disconnected (a ‘termination notice’)—subject to paragraph (b), on the date we disconnect the *premises*, (even if you have vacated the *premises* earlier); or
  - (ii) if you start receiving supply services for the *premises* under a different *customer connection contract*—on the date that contract starts, including, without limitation:
    - (A) where you cease to be a *large customer* and are taken to have started supply for the *premises* under a *deemed standard connection contract*; and
    - (B) where you start a supply for the *premises* under a new *customer connection contract* entered into as a result of making an application under clause 4.2(b); or
  - (iii) if a different *customer* starts receiving a supply services for the *premises*—on the date the connection contract of that *customer* starts; or
  - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
  - (v) 10 *business days* after we disconnect the *premises* under the *Rules*, if you have not within that period asked your *retailer* to reconnect the *premises* and met the requirements in the *Rules* for reconnection; or
  - (vi) if we exercise our rights to disconnect your *premises* under clause 13.2 on –the date we exercise those rights; or
  - (vii) if you have asked us to disconnect your *premises* in accordance with clause 13.1 – on the date we disconnect your *premises* in accordance with your request; or
  - (viii) if you transfer ownership or control of your premises to another person – on the date your ownership or control ceases.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.



## 5.0 SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *customer connection services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) Charges for *customer connection services* will be billed under your contract with your *retailer*.

### 5.2 Sale of *energy* not covered by this contract

This contract does not cover the sale of *energy*. This is the role of your *retailer*.

### 5.3 Services and your *connection point*

- (a) We must provide, install and maintain equipment for the provision of *customer connection services* at your *premises* safely and in accordance with the *energy laws*.
- (b) Our obligations extend up to the *connection point* and not beyond.

### 5.4 Embedded network establishment arrangements

If you operate or intend to operate an *embedded network* at your *premises*, you must comply with the *embedded network establishment arrangements* set out in Schedule 2.

## 6.0 YOUR GENERAL OBLIGATIONS

### 6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 6.2 Updating information

You must promptly:

- (a) inform your *retailer* of any change to your contact details; and
- (b) inform your *retailer* of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing *customer connection services* at the *premises*; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment and any *embedded generation units*, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of supply for the *premises* or the *premises* of any other person; and
- (d) inform either your *retailer* or us of any permanent material change to the energy load or pattern of usage at the *premises*. You must inform us of material changes that are variances from the permitted parameters as set out in the *Service and Installation Rules*.

### 6.3 Conditions for provision of customer connection services

- (a) Our obligation to commence and to continue providing you with *customer connection services* under this contract is subject to you satisfying and continuing to satisfy the following conditions:

- (i) you provide satisfactory proof that you own or occupy the *premises* when required by us;
  - (ii) you provide any details reasonably required by us of the *customer installation* and electrical load for your *premises* and you notify us of any material changes or likely material changes to those details as soon as possible after you become aware of those changes or likely changes;
  - (iii) you provide any details reasonably required by us of any *embedded generation units* connected, or to be connected, at your *premises* and their use of our *distribution services*, and you notify us of any material changes or likely material changes to those details as soon as possible after you become aware of those changes or likely changes;
  - (iv) you have a *Customer Retail Contract* for your *premises* at all times while this contract applies to you;
  - (v) your *premises* and its connection to our *distribution system* at all times comply with:
    - (A) the requirements set out in the *Service and Installation Rules*;
    - (B) your responsibilities identified in our *Customer Installation Safety Plan* and *Bush Fire Risk Management Plan*;
    - (C) the *National Electricity Rules*, the Market Operation Rules and any applicable metrology procedures made under the *National Electricity Rules* or the *market operations rules*;
    - (D) any requirements or standards we specify to ensure compliance with the *National Electricity Rules*;
    - (E) any *site specific condition* that applies to the *premises*; and
    - (F) *Endeavour Energy's Standards* or any other reasonable requirements we impose;
  - (vi) without limiting clause 6.3(a)(v), you have submitted to us any plans or other documents we reasonably require including (without limitation) an Installation Safety Management Plan if we require you to have one under our *Customer Installation Safety Plan*; and
  - (vii) you maintain the area surrounding the *connection point* on your *premises* in accordance with applicable safety standards and comply within the specified time with any safety-related corrective works we require you by notice to undertake, including but not limited to clearing vegetation and maintaining such clearance.
- (b) We may begin to provide *customer connection services* to you before any condition to connection set out in clause 6.3(a) has been met by you, but only on condition that you meet that condition to connection after we have begun providing *customer connection services* to you.

#### 6.4 Cooperation with inspectors and officers

Subject to clause 6.4(b), you must to the best of your knowledge maintain your *customer installation* so that:

- (a) it operates safely and in accordance with your responsibilities identified in our *Customer Installation Safety Plan* (including, without limitation, your responsibilities under any Installation Safety Management Plan, if we require you to have one) and *Bush Fire Risk Management Plan*;

- (b) any damage is rectified by a suitably qualified person as soon as reasonably possible;
- (c) its live parts remain properly insulated, or protected, against inadvertent contact with any person;
- (d) it is not used in a manner that exceeds the operating limits imposed by its design or installation; and
- (e) it does not cause interference on or interfere with the performance of our *distribution system* as nominated within *Endeavour Energy's Standards* and the *Service and Installation Rules*.

## 6.5 Your general obligation to comply with energy laws, Work Health and Safety Laws and our requirements

You must comply with:

- (a) the *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract;
- (b) *Work Health and Safety Laws* in respect of the *connection point*, the *customer installation* and any electrical equipment on your *premises*; and
- (c) our reasonable requirements under the *energy laws*, including the *Service and Installation Rules*. This includes a requirement that you provide and maintain at your *premises* any reasonable or agreed facilities or equipment required by us (including any high voltage equipment described in any High Voltage Operation and Maintenance Protocol referred to in clause 6.6) to provide *customer connection services* to the *premises*.

## 6.6 High voltage requirements

If you are a *high voltage customer*, you must:

- (a) comply with any *site-specific conditions* that apply to your *premises* under any High Voltage Operation and Maintenance Protocol we have established or entered into with you or with any previous *customer* for that *premises*; and
- (b) notify us at least 21 days in advance of any transfer of control or ownership of your *premises*.

## 6.7 Earthing, protection, controls and alarms

You must comply with the provisions, if any, of the *energy laws* and *Endeavour Energy rules and standards* relating to the parameter settings for the earthing, protection and control equipment at the *connection point* or which is installed on any electrical equipment to your *premises*.

## 6.8 Life support equipment

- (a) If a person living or intending to live at your *premises* requires life support equipment, you must register the *premises* with your *retailer* or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the *premises*.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your retailer.
- (c) You must tell us or your *retailer* if the life support equipment is no longer required at the *premises*.
- (d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:

- (i) at least 50 business days to provide medical conformation for the premises; and
- (ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or unplanned *interruption* to supply of energy to the premises; and
- (iii) at least 4 business days' notice in writing of any *distributor planned interruptions* to the supply of energy to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date; and
- (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
- (v) emergency telephone numbers.

## 6.9 Obligations if you are not an owner

- (a) If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.
- (b) If you have taken all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation under paragraph (a) above but have been unable to do so, you must advise us as soon as practicable.
- (c) Nothing in this clause 6.9 affects our rights in relation to unplanned *interruptions* under clause 11.3.

## 6.10 *Micro Embedded Generators (including small scale solar)*

- (a) If you have a *Micro Embedded Generator* connected to our *distribution system* at the *premises*, you must comply with our applicable standards in operating and maintaining the generator when you use supply services under this contract. We publish information about these standards and other matters relating to small generator connections as required by the Rules. The information is available on our website or you may contact us to request a copy.
- (b) If you no longer want to keep a *Micro Embedded Generator* at the *premises* connected to our *distribution system*, you must apply to us for a *connection alteration* so that any necessary alterations to the connection can be made.
- (c) If you want to connect a *Micro Embedded Generator* at the *premises* to our *distribution system* for the purpose of exporting *energy* (for example, a solar panel), you must apply for alteration of your connection under the *National Electricity Rules*. We will provide you with a copy of the relevant additional terms and conditions when we make our connection offer.
- (d) You accept all risks associated with the *Micro Embedded Generator* including, but not limited to:
  - (i) the risk that the generation system is unable to export *energy* to our *distribution system* as a result of:
    - (A) the compatibility of the *Micro Embedded Generator* with our *distribution system*;
    - (B) prevailing network supply conditions in the area;
    - (C) the capability and performance of the *Micro Embedded Generator*;
  - (ii) the financial risk that the:

- (A) *Micro Embedded Generator* chosen by you and installed at your *premises*; or
  - (B) the metering arrangements established at the *premises* (whether on a gross or net basis),
- do not return the financial benefits expected by you; and
- (iii) all risks relating to the supply of *energy* from the *Micro Embedded Generator* to you.

### 6.11 Additional terms for *Embedded Generators*

You must not connect an *embedded generator* to our *distribution system* unless you have also entered into a separate connection agreement with us for the connection of such a generator to our *distribution system* in accordance with National Electricity Rules and the *embedded generator* must be connected in accordance with that agreement.

## 7.0 METERS

- (a) We may require the installation, maintenance and operation of such electricity meters as we consider necessary in order to comply with regulatory requirements including any metrology procedures established under the *ES Act* or under Chapter 7 of the *National Electricity Rules*, to ascertain the quantity of electricity supplied to you. You must ensure that access to such electricity meters is maintained at all times.
- (b) You must engage an *AEMO* accredited Metering Services Provider for the provision and installation of electricity meters in accordance with *energy laws* including Chapter 7 of the *National Electricity Rules*.
- (c) You may request alternative metering arrangements and provided they comply with *energy laws* including Chapter 7 of the *National Electricity Rules* we may, in our discretion, agree.

## 8.0 WRONGFUL AND ILLEGAL USE OF ENERGY

### 8.1 Illegal use of *energy* or interference

You must not and must take reasonable steps to ensure that others do not:

- (a) illegally use *energy* supplied to the *premises*; or
- (b) cause damage to, interfere with, or carry out work on our *distribution system*, *electricity works*, metering equipment, any equipment relating to the supply of *energy* to the *premises*, our load control equipment, our seals or any wiring or equipment sealed by us, except as permitted by us or as permitted by law; or
- (c) use the *energy* supplied to your *premises* or any *energy* equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of *energy* to another *customer*; or
  - (ii) causes damage or interference to any third party; or
- (d) use *customer connection services* provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 8.2 Consequences for wrongful or illegal use

If you do not comply with clause 8.1 above, we may, in accordance with the *energy laws* take any or all of the following actions:

- (a) estimate the amount of *energy* obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate *disconnection* of the *premises*.

## 9.0 OUR LIABILITY

### 9.1 Quality of supply

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the *distribution system* and the acts of other persons, including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of our services, their quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently (except as provided by this clause), the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

### 9.2 Limitation of liability for supply

In accordance with the *National Energy Retail Law (Adoption) Regulation 2020 (NSW)* regulation 7:

- (a) We are not liable for any indirect, economic, special or consequential losses suffered by you as a result of any partial or total failure to supply energy due to an act or omission by us or an officer or employee of Endeavour Energy done or omitted to be done in bad faith or through negligence.
- (b) Our liability for losses suffered by you as a result of any partial or total failure to supply energy under the contract (other than a loss for which liability is excluded by this clause or the National Law) is limited, in respect of all failures during a calendar year, to the lesser of the following:
  - (i) the cost of repair or replacement of any property damaged (as appropriate) as a result of the failure, or
  - (ii) \$5,000.

### 9.3 Micro Embedded Generation

- (a) You acknowledge that you are not entitled to, and must not, make a *Claim* against us arising out of or in connection with the occurrence of any of the risks associated with *Micro Embedded Generators* set out in clause 6.10(d).



- (b) Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

## 10.0 ACCESS TO THE PREMISES

### 10.1 Your obligations

You agree to provide us and our *authorised representatives* (together with all necessary equipment) safe access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the *premises*, at all reasonable times to allow us to:

- (a) read, test, install, maintain, inspect or alter any metering installation at the *premises*;
- (b) calculate or measure *energy* supplied or taken at the *premises*;
- (c) check the accuracy of metered consumption at the *premises*;
- (d) replace meters, control apparatus and other *energy* equipment of ours;
- (e) connect or disconnect the *premises*;
- (f) examine or inspect an energy installation at the premises;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises;
  
- (h) undertake augmentation, repairs, testing or maintenance of the *distribution system*;
- (i) clear vegetation from the distribution system including any equipment owned by us;
- (j) take action to determine the appropriate tariff or charging category for the *premises*;
- (k) perform services requested by you or your *retailer*;
- (l) exercise any function conferred on us by *energy laws*; and
- (m) enable us to perform our obligations under this contract.

### 10.2 When notice of access is not required

Written notice of our intention to enter your *premises* is not required if:

- (a) either you or an occupier of the *premises* consents; or
- (b) we require entry only to read an electricity meter; or
- (c) we require entry in case of *emergency*.

### 10.3 Your consent to our access for certain works

When you:

- (a) apply (or someone on your behalf applies for you) to be provided with *customer connection services*;
- (b) notify us of *customer installation work*; or
- (c) contact us to request that we provide other services,



you are taken to have given your consent under clause 10.2(a) to our access for carrying out works necessary for that service or work (as applicable).

#### 10.4 Our obligations

If we or our *authorised representatives* seek access to the *premises* under clause 10.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

### 11.0 INTERRUPTION TO SUPPLY

#### 11.1 We may interrupt supply to premises

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a planned *interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

#### 11.2 Distributor planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of *energy* to the *premises* under the *Rules* for the following purposes:
  - (i) for the maintenance, repair or augmentation of the transmission system or the *distribution system*, including maintenance of metering equipment; or
  - (ii) for the installation of a new connection or a *connection alteration* to another *customer*.
- (b) If your *energy* supply will be affected by a *distributor planned interruption*, we will give you at least 4 *business days'* notice by mail, letterbox drop, press advertisement or other appropriate means.

#### 11.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises* in circumstances where we consider that a *customer installation* or the *distribution system* poses an immediate threat of injury or material damage to any person, property or the *distribution system*, including:
  - (i) for unplanned maintenance or repairs;
  - (ii) for health or safety reasons;
  - (iii) in an *emergency*;
  - (iv) as required by a *relevant authority*;
  - (v) to shed demand for *energy* because the total demand at the relevant time exceeds the total supply available; or
  - (vi) to restore supply to a *customer*.
- (b) If an unplanned *interruption* is made, we will use our best endeavours to restore *energy* supply to the *premises* as soon as possible.

- (c) We will make information about unplanned *interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when *energy* supply will be restored) available on a 24 hour telephone information service.
- (d) We may interrupt the supply of *energy* to your *premises* in circumstances where you refuse to give us or our *authorised representatives* access at all reasonable times to your *premises* to inspect any facilities, equipment or meters located on your *premises*.

#### 11.4 Your right to information about *interruptions*

- (a) If you request us to do so, we will use our best endeavours to explain:
  - (i) an *interruption* to the supply of *energy* to the *premises*; or
  - (ii) a supply of *energy* to the *premises* of a quality in breach of any relevant standards under the *energy laws*.
- (b) If you request an explanation be in writing we must, within 10 *business days* of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For any *retailer planned interruption* arranged by your retailer, we may refer you to your retailer to provide information

#### 11.5 We may interrupt supply from premises

We may temporarily interrupt or curtail the supply services provided to take supply from small generators into our distribution system, including:

- (a) for a distributor planned interruption or where there is an unplanned interruption; or
- (b) in accordance with the conditions of any applicable tariff; or
- (c) under a contract with your retailer; or
- (d) at the direction of a relevant authority; or
- (e) in accordance with the energy laws.

#### 11.6 We may use remote control equipment

If your small generator has equipment installed that allows us to control the small generator remotely, we may use the equipment in accordance with the energy laws to temporarily interrupt or curtail the supply services provided to take supply from your small generator into our distribution system. We publish information about how we use remote control equipment as required by the Rules. The information is available on our website or you may contact us to request a copy.

## 12.0 OUR CHARGES

We will charge you or your *retailer* the charges described below for *customer connection services* we provide under this contract from the date on which this contract starts until it is terminated.

You may agree with your *retailer*, or your *retailer* may be obliged by *energy laws* to arrange for our provision of *customer connection services* for your *premises*. Where your *retailer* has agreed to pay us the amount of our charges on your behalf, then you must pay your *retailer* the amount of our charges. Otherwise, you must pay us the amount of our charges.

When your *retailer* collects from you our charges, we will accept that these charges have been paid.

You are not liable to us for *customer connection services* to the extent to which you are liable to pay your *retailer* for those *customer connection services* under your *customer* supply contract with such *retailer*.

Unless we have entered into a separate agreement with you to purchase electricity exported from your *connection point* to our *distribution system*, we are under no obligation to pay for electricity that you export to our *distribution system*.

## 12.1 Network Use of System Charges for *customer connection services*

You must pay us (or your *retailer* must pay us) network use of system charges for the provision of *customer connection services* for your *premises*, as determined and calculated in accordance with the *Network Price List*.

Charges for *customer connection services* accrue daily.

The *Network Price List* includes details of:

- (a) a description of charges payable under this contract for services provided or arranged by us;
- (b) the pricing options and conditions applicable to various categories of *customers*;
- (c) the basis on which we calculate charges for services provided under this contract;
- (d) the tariffs and charges, including any off-peak and standby tariffs, payable by *customers*;
- (e) the availability of any off-peak or standby tariffs and the extent to which *customers* can take advantage of them;
- (f) the charges or method of calculation for any installation work done on a *customer's premises*;
- (g) work incidental to the provision of *customer connection services*; and
- (h) our minimum charge in a standard billing period.

Copies of the *Network Price List* are available on our website at [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au) or by calling our Customer Services staff on 131 081.

If we have assessed your network usage and deemed that your current network use of system charge is not appropriate for the conditions of the tariff we will notify your *retailer* and adjust your network use of system charge from the first full *billing cycle* following the time when your usage pattern no longer met the criteria for the tariff. Back dated charges may apply in this instance.

## 12.2 Other charges

- (a) Details of other charges that you must pay in relation to *customer connection services* we provide to you are listed in the *Network Price List*.
- (b) Where you are required to pay an amount to us in respect of one of the other charges listed in the *Network Price List*, you may instead pay your *retailer* (if your *retailer* has agreed to pay us the amount on your behalf).

### 12.3 Taxes

- (a) The fees and charges payable under this contract do not take account of government taxes. If a government tax is imposed, you must pay us the full amount of such tax, or an equivalent amount as reasonably determined by us (unless we are prevented by law from passing on that tax to you).
- (b) We will not charge you government taxes which are imposed on our overall net income or which were imposed on or in respect of electricity sold or supplied, or services provided to you by us on or prior to 30 June 1999.
- (c) You and we agree to pay *GST* on any taxable supplies made by either of us or you to the other in connection with this contract (except where we or you have indicated that a charge is inclusive of *GST*).
- (d) If this contract requires a party ("the first party") to pay, reimburse or contribute to any amount paid or payable by the other party ("the other party") in respect of an acquisition in respect of 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.

### 12.4 Variation in charges

We can vary the *Network Price List* at any time during the term of this contract in accordance with any applicable *energy laws*.

### 12.5 Payment

The amounts you are billed under your contract with your *retailer* include our charges for *customer connection services*.

You must pay us any charges separately payable under our offer for services or connection agreement entered into with you and anything else that is not charged through your *retailer*.

### 12.6 Determination of our charges

We will determine our charges for a *billing cycle* in accordance with the *energy laws*.

### 12.7 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply of *energy* to your *premises* then on request by your *retailer* we must advise them of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

## 13.0 DISCONNECTION OF SUPPLY

### 13.1 Your right to disconnect

You must give us at least 48 hours' notice before you want your *premises* to be *disconnected* from our *distribution system*. Such notice may be given on your behalf by your *retailer* who has arranged for the provision of *customer connection services* for your *premises*. If you give us at

least 48 hours' notice, we will use all reasonable efforts to *disconnect* your *premises* in accordance with your request.

If:

- (a) you do not give us at least 48 hours' notice;
- (b) a new *customer connection contract* for the *premises* has not been entered into with us; and
- (c) the provision of *customer connection services* to your *premises* is not arranged by a *retailer* on your behalf,

then you are liable for all charges in respect of the provision of *customer connection services* by us until:

- (d) 48 hours after we become aware of your desire that your *premises* become *disconnected*; or
- (e) we *disconnect* the supply of electricity to your *premises*, whichever occurs first.

### 13.2 Our right to *disconnect*

We may arrange to *disconnect* your *premises* if:

- (a) you do not pay on time any amount due to us under this contract for the provision of *customer connection services* (other than an amount which is agreed to be paid on your behalf by your *retailer*);
- (b) you refuse or fail to give us or our *authorised representative* access to your *premises* in accordance with any rights of access provided for any of the purposes specified in section 54 of the *ES Act*;
- (c) you obstruct us or our *authorised representative* in relation to anything done or to be done in carrying out the purposes specified in section 54 of the *ES Act*;
- (d) a receiver, administrator or liquidator is appointed over any part of your undertaking or assets or you become unable to, or declare that you are unable to pay your debts as they fall due;
- (e) your *retailer* requests us to *disconnect* your *premises* and has notified us that it has a right to arrange for *disconnection* under your contract with your *retailer*;
- (f) you do not continue to comply with the requirements under clause 6.3;
- (g) you do not comply with the requirements under clause 6.5;
- (h) you use *energy* supplied to the *premises* wrongfully or illegally in breach of clause 8.0;
- (i) you provide false information to us or your *retailer* such that you would not have been entitled to be connected if you had not provided the false information;
- (j) you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*;
- (k) you default in the performance of any of your other obligations under this agreement, and we give you a notice specifying the default that has occurred and requiring you to cure it by a date specified in the notice (which must be not less than 14 days after the notice is given) and you do not cure the relevant default by that date;
- (l) you are a *high voltage customer* and you transfer ownership or control of your premises to another person thereby necessitating a review of the energy load allocated to the premises;

- (m) in an *emergency* or for health and safety reasons;
- (n) we are required to do so at the direction of a *relevant authority*; or
- (o) we are entitled to do so under any law.

### 13.3 Restriction on *disconnection*

We must not arrange for *disconnection* on any of the grounds listed above while a life support system that relies on electricity for its operation is in use at your *premises*, except in an *emergency*, and without notifying you prior to *disconnection*.

### 13.4 Suspension

For so long as any *disconnection* or *interruption* continues as permitted under this contract, our obligation to provide *customer connection services* to your *premises* is suspended.

### 13.5 Costs of disconnection

If we become entitled to *disconnect* your *premises* under this contract, you must pay us for our costs incurred in performing such *disconnection* (including the cost of attending your *premises* for this purpose).

If we arrive at your *premises* to *disconnect* the *premises* but do not do so because you rectify the matter that prompted the *disconnection* notification, you will be liable to pay a reasonable fee for our attendance at the *premises*.

## 14.0 RECONNECTION AFTER *DISCONNECTION*

If this contract is terminated under clause 4.3 and the *premises* are *disconnected*, you must reapply for a new connection under Chapter 5A of the *National Electricity Rules* in order to reconnect your *premises* to our *distribution system*.

## 15.0 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract or the *Rules* say otherwise.
- (b) A notice by either you or us may be given by email.
- (c) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date two *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 us.



## 16.0 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

### 16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

### 16.2 Access to information

Upon request, we must give you information about your energy consumption or our charges for customer connection services for up to 2 years free of charge. We may charge you a reasonable fee for information requested;

- (a) more than 4 times in the previous 12 months; or
- (b) that is different in manner and form to any minimum requirements we are required to meet; or
- (c) by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

## 17.0 COMPLAINTS AND DISPUTE RESOLUTION

### 17.1 Complaints

If you have a complaint relating to the supply of *energy* to the *premises*, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

### 17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you of the outcome of your complaint and the reasons for our decision.

## 18.0 FORCE MAJEURE

### 18.1 Effect of *force majeure event*

If either you or we cannot meet an obligation under this contract because of an event outside the control of the party (a '*force majeure event*'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its reasonable endeavours to give the other notice that the performance of its obligations are likely to be affected by the *force majeure event*, an estimate of its likely duration, and when it will be able resume the performance of its obligations.

### 18.2 Deemed prompt notice

If the effects of a *force majeure event* are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.



### 18.3 Obligation to overcome or minimise effect of *force majeure event*

A party that claims a *force majeure event* must use its reasonable endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### 18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

## 19.0 APPLICABLE LAW

The laws of New South Wales govern this contract.

## 20.0 GENERAL

### 20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

### 20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of *GST*. Paragraph (b) applies unless an amount payable under this contract is stated to include *GST*.
- (b) Where an amount paid by you or by us under this contract 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.

### 20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *National Energy Retail Law* without your consent.
- (b) We must inform you of any amendments to this contract as required by the *National Energy Retail Law*.
- (c) An amendment to this contract takes effect when we provide you with notice of the amendment under paragraph (b).

## 21.0 SITE-SPECIFIC CONDITIONS

- (a) You must take all reasonably practicable steps to comply with all *site-specific conditions*:
  - (i) that apply to the *premises* under a *customer connection contract* that you entered into with us in relation to the *premises* (where applicable); and
  - (ii) that apply to the *premises* under:

- (A) clause 6.6 of this contract;
- (B) a standard form connection contract or a *deemed AER approved standard connection contract for large customers* in relation to the *premises*;
- (C) a deemed standard connection contract in relation to the *premises*; or
- (D) a connection contract made under Chapter 5A of the *National Electricity Rules* in relation to the *premises*,

that was in force between us and a previous *customer* at the *premises*.

- (b) We will notify you of any *site-specific conditions* that apply to the *premises* as soon as reasonably practicable after receipt of any request from you.

## 22.0 PREMISES CONNECTION ASSETS SITE-SPECIFIC CONDITIONS

- (c) We and you acknowledge and agree that, in respect of any *Premises Connection Assets* located at your *premises*:
  - (i) we have determined under sections 26, 27 and 28 of the ES Act that in order to provide you with a safe and efficient supply of electricity at the *premises*; and
  - (ii) in consideration for us doing so,  
the *Premises Connection Assets* have been installed:
    - (iii) at a position and to a standard required by us at a place within the *premises* for our use free of charge; and
    - (iv) are accordingly subject to the terms and conditions set out in any *Premises Connection Assets Site-specific Conditions* applicable to the *premises*.
- (d) We and you further acknowledge and agree that the *Premises Connection Assets* requirements specified in clause 22 **Error! Reference source not found.** are applicable requirements of energy laws (namely sections 26, 27 and 28 of the ES Act) for the purposes of section 75(2) of the *National Energy Retail Law*.

## 23.0 Schedule 1 – Explanation of terms

**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.

**authorised representative** means a person authorised by us to do anything on our behalf under this contract.

**billing cycle** means the regular recurrent period for which we charge for *customer connection services*.

**Bush Fire Risk Management Plan** means the bush fire risk management plan established and amended by Endeavour Energy from time to time under the Electricity Supply (Safety and Network Management) Regulation 2008.

**business day** means a day other than a Saturday, a Sunday or a public holiday.

**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* required 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 *deemed AER approved standard connection contract for large customers*;
- (b) by statute;
- (c) in tort for negligence or otherwise, including negligent misrepresentations; or
- (d) in restitution for unjust enrichment.

**connection alteration** has the meaning given to that term under Chapter 5A of the *National Electricity Rules*.

**connection point** means the point at which a *distribution system* connects to an *energy* installation or equipment that serves the *premises* of one or more *customers*.

**customer** means a person who buys or wants to buy *energy* from a *retailer*.

**customer connection contract** means a customer connection contract established under the *National Energy Retail Law*.

**customer connection point** means the point at which our *distribution system* connects to your *customer installation*.

**customer connection services** include supply services.

**customer installation** means the electrical wiring and associated equipment that are used to convey and control the conveyance of electricity within *premises* to which electricity is supplied from a *distribution system*, but does not include anything connected to and extended or situated beyond an electrical outlet socket and for the avoidance of doubt includes poles and wires owned by the *customer*.

**Customer Installation Safety Plan** means the customer installation safety plan established and amended by Endeavour Energy from time to time under the Electricity Supply (Safety and Network Management) Regulation 2008.

**Customer Retail Contract** has the meaning given to that term in the *National Energy Retail Law*.

**deemed AER approved standard connection contract for large customers** means a contract on the terms and conditions and in the form of this document.

**deemed standard connection contract** means a *customer connection contract* that is taken to be entered into under section 70 of the *National Energy Retail Law*.

**disconnection** means an action to prevent the flow of *energy* to the *premises*, but does not include an *interruption*.

**distributor planned interruption** means an interruption of the supply of energy for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration;

**distribution system** has the same meaning as in the *ES Act* and for the purposes of this contract *the distribution system* or *our distribution system* means the *distribution system* owned by the Network Owner, leased to the Network Lessee and maintained and operated by us under a sub-lease.

**electricity works** means any electricity power lines or associated equipment or electricity structures that form part of a transmission system or *distribution system*.

**embedded generator** means a *generating system* or systems supplying electricity to our *distribution system* through a single *connection point*, or an electrically common point but does not include a *Micro Embedded Generator*.

**embedded network** means your network connected to our *distribution system*.

**embedded network establishment arrangements** means all of the requirements for the establishment of the *embedded network* at the *customer 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*.

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the *distribution system* or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

**EN customer** means a person (other than you 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:

- (c) the *embedded network*; and
- (d) 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 rules and standards** includes the following:

- (a) the *Service and Installation Rules*;
- (b) Code of Practice for Electricity Transmission and Distribution Asset Management;
- (c) Code of Practice for Installation and Safety Management;
- (d) Code of Practice for *Service and Installation Rules*;
- (e) Code of Practice for Contestable Works;
- (f) Endeavour Energy Network Management Plan;
- (g) *Endeavour Energy Customer Installation Safety Plan*;
- (h) Endeavour Energy Local Service and Installation Rules as in force from time to time;
- (i) Endeavour Energy Network Connection Policy;
- (j) Endeavour Energy Customer Service Standards for connection *customers*;
- (k) AS/NZS 3000 Electrical Installations - Buildings, structures and *premises* (SAA Wiring Rules);
- (l) AS/NZS 3017:2001: Electrical Installations- Testing Guidelines;
- (m) AS/NZS 4777 Grid Connection of Energy Systems via Inverters;
- (n) *Endeavour Energy Bush Fire Risk Management Plan*; and
- (o) any other reasonable requirements that we impose from time to time.

**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 by Endeavour Energy from time to time.

**energy** means electricity.

**energy laws** means national and State and Territory laws and rules relating to *energy* and the legal instruments made under those laws and rules.

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

**force majeure event** means an event outside the control of a party.

**generating system** has the meaning given to that term in the *ES Act* as amended from time to time.

**GST** has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth))*.

**high voltage customer** means any *customer* who takes electricity supply at 11,000 volts or above.

**interruption** means a temporary unavailability or temporary curtailment of the supply of *energy* from a *distribution system* to a *customer*, but does not include *disconnection*.

**large customer** means in respect of business *premises* a business *customer* who consumes electricity at those business *premises* at or above a rate of 100MWh per year or who has entered into an agreement in writing with its *retailer* to the effect that one or more of those business *premises* that would have an actual or estimated consumption level that is lower than 100MWh per year are to be treated as aggregated and that *customer* is to be treated as a *large customer* in respect of those business *premises*.

**market operations rules** means any rules (as amended or replaced from time to time) approved by the Minister under section 63C of the *ES Act*.

**metering coordinator** has the meaning given to that term in Chapter 10 of the *National Electricity Rules*.

**metering data** has the meaning given to that term in Chapter 5A of the *National Electricity Rules*.

**metering database** has the meaning given to that term in Chapter 5A of the *National Electricity Rules*.

**metering installation** has the meaning given to that term in Chapter 10 of the *National Electricity Rules*.

**Micro Embedded Generator** has the meaning given to that term in Chapter 5A of the *National Electricity Rules*.

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

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

**National Electricity Rules** means the rules made under the National Electricity Law.

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory.

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

- (a) Edwards A Pty Limited (ACN 618 642 961) as trustee of 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 our Distribution System, which are leased to the Network Lessee and are operated and maintained by us under a sub-lease.

**Network Price List** means our document which describes the prices and charges for connection and related services and provides an explanation to assist *customers'* understanding of pricing structures.

**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 connection point which is to be treated as a *parent connection point* (as defined in the *National Electricity Rules*) in accordance with **Error! Reference source not found..**

**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*.

**parent NMI** has the meaning given to that term in paragraph 1.1(a)(ii) of **Error! Reference source not found..**

**premises** means the address at which *customer connection services* are provided to you and, to avoid doubt, may include your *customer installation*.

**Premises Connection Assets** means all components of Endeavour Energy's Distribution System dedicated to the supply of electricity to the *premises* from Endeavour Energy's Distribution System including all service lines and includes the service mains from the street to *customer installation* at the *premises*.

**Premises Connection Assets Site-specific Conditions** means any site-specific terms and conditions that apply to the *Premises Connection Assets* at the *premises* under any connection contract established under chapter 5A of the *National Electricity Rules* with you or with a previous customer.

**relevant authority** means any person or body who has the power under law to direct us, including the *AEMO* and State or Federal Police.

**retailer** means a person that is authorised to sell *energy* to *customers*.

**retailer planned interruption** means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the interruption; and
- (c) is not a distributor planned interruption.

**Rules** means the National Energy Retail Rules made under the *National Energy Retail Law*.



**Service and Installation Rules** means the NSW Service and Installation Rules established under the *energy laws*.

**site-specific condition** means a condition of connection to a premises, or a requirement imposed in relation to a connection at a *premises*, that is peculiar to those premises imposed as agreed under a *customer connection contract* or that apply in any of the circumstances set out in clause 23(a).

**supply services** means services relating to the flow of energy to or from your premises.

**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.

## 24.0 Schedule 2 – Embedded Network Establishment Arrangements

### 24.1 Establishment of an embedded network

- (a) Subject to section 1.1(b), you may at any time give us a written notice of your intention to establish an *embedded network* at the premises and requesting that:
- (i) a *customer connection point* connecting your *premises* to our *distribution system* be treated by us 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 us for the *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 us to AEMO for the *parent connection point* in accordance with the *MSATS Procedures*.
- (b) Before issuing a notice to us under section 1.1(a) of this Schedule, you must comply with sections 1.1(f)(i), 1.1(h)(i) and 1.1(h)(ii), as well as section 24.2, of this Schedule in respect of each *EN customer connection point*.
- (c) As soon as reasonably practicable after receiving a notice in accordance with paragraph 1.1(a) of this Schedule, we may request:
- (i) such information from you or your *embedded network manager* as may reasonable be required by us to evidence your compliance with section 1.1(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 us.
- (d) As soon as reasonably practicable after receiving a notice in accordance with section 1.1(a) of this Schedule or receiving the information reasonably requested under section 1.1(c) of this Schedule (whichever is the later), we will provide you with an estimate of our costs of complying with your request.
- (e) As soon as reasonably practicable after receiving your written acceptance of an estimate given by us under section 1.1(d) of this Schedule and provided that we are satisfied that you (or your retailer) have satisfied or will satisfy the metrology requirements specified in section 1.1(g) of this Schedule, we will ensure that:
- (i) the NMI issued by us 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 we will not be responsible for issuing, registering or activating any *child NMIs* under the *AEMO procedures*.
- (f) You must procure that your *embedded network manager*.

- (i) applies to us 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 you under section 1.1(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 you 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 section 1.1(e) of this Schedule, the following metrology requirements must be satisfied in accordance with the *National Electricity Rules*, the *AEMO procedures* and our technical requirements:
- (i) all pre-existing *NMI*s previously issued by us 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 us, the Network Owner or the Network Lessee is disposed of; and
  - (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) You must ensure:
- (i) you are registered as a network service provider under the *National Electricity Rules* or are exempt from registration and comply with the conditions of any such exemption;
  - (ii) you have 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*.

## 24.2 Consents and Acknowledgements for EN customer connection points

- (i) Before or upon making any written request to us under section 1.1(a) of this Schedule you 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 section 1.1(j) of this Schedule; and
  - (iii) give a copy of the notice to us.
- (j) A notice given to an *EN customer* for the purposes of section **Error! Reference source not found.** of this Schedule must:
  - (i) be in writing;
  - (ii) clearly identify the electricity supply, sale and metering arrangements that you propose will apply to the *EN customer* in respect of its *child connection point* or *off-market connection point* (as applicable);
  - (iii) state that the *EN customer's premises* are connected directly to the *embedded network*, not connected to our *distribution system*, and that the *EN customer* has no contract or agreement with us for connection to our *distribution system*;
  - (iv) be in a form consistent with all requirements under all Laws, including the Australian Energy Regulator's Network Service Provider Exemption Guideline (if applicable); and
  - (v) be in a form which is satisfactory to us.

## 24.3 Responsibility for embedded network

- (k) You acknowledge and agree that we are 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 installations* at *EN customer connection points*.
- (l) You indemnify us in relation to any *Claims* made against us by any person for loss or damage suffered in connection with:
  - (i) your or your *retailer's* or your *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 your *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 your *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 our negligence or breach of this contract; and
  - (vi) any other activity by you or your agents or subcontractors in connection with the implementation of *embedded network establishment arrangements* contemplated by this contract.
- (m) For the purposes of section 1.1(l)(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.

#### **24.4 Payment of our costs**

- (n) You must pay our costs of complying with our obligations under this Schedule including, but not limited to, amounts specified in an estimate given under section 1.1(d) of this Schedule, as invoiced by us to the you from time to time, within 30 days of invoice.
- (o) If we reasonably anticipate that we will incur costs in complying with our obligations under this clause which are not the subject of an estimate provided to you pursuant to section 1.1(d) of this Schedule, we will use reasonable endeavours to provide an estimate of those costs to you before they are incurred.
- (p) We will provide you with an updated estimate of our costs of complying with our obligations under this Schedule if we consider that those costs will materially differ from an earlier estimate.