



Company Policy: Model Standing Offer for Basic Connection

CECP2582

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1.0 INTRODUCTION

1.1 Purpose of the Model Standing Offer

This document is Essential Energy's *Model Standing Offer* for a *basic connection service* for new and/or altered connections of either *service mains* and/or micro embedded generation connections where the *connection* can be made with minimal or no network *augmentation* or *extension*.

More information about the *Model Standing Offer* and other matters are on Essential Energy's website: essentialenergy.com.au.

1.2 Parties to the Contract

- (1) This *contract* is between:
 - (a) Essential Energy (ABN 37 428 185 226), a statutory state-owned corporation incorporated under the *Energy Services Corporation Act 1995* (NSW), of PO Box 5730, Port Macquarie NSW 2444 (in this *contract* referred to as "**Essential Energy**", "we", "our" or "us"); and
 - (b) the *connection applicant* identified in the *connection application* (in this *contract*, referred to as the "**Customer**"). A reference to the "Customer" in this *contract* includes a reference to any person acting on its behalf, including its agent and/or *Accredited Service Provider(s)*.
- (2) Upon acceptance of the *Model Standing Offer* by the Customer, references to "Model Standing Offer" in this document should be taken to be references to the "*contract*".
- (3) If someone other than the Customer makes the *connection application* and accepts the *connection offer* on the Customer's behalf, then that person does so as the Customer's agent. The Customer and Essential Energy are the parties to the *contract*.

1.3 Contract Documents

The *Model Standing Offer* is comprised of:

- (1) this document;
- (2) the information provided by the Customer or on the Customer's behalf in the *connection application*, to the extent it is not inconsistent with the *connection offer*;
- (3) the *connection offer*; and
- (4) any *Schedule of Site-Specific Conditions*.

1.4 Scope of Model Standing Offer

- (1) The *Model Standing Offer* sets out the terms and conditions on which:
 - (a) the Customer must engage its own *Accredited Service Provider(s)* and/or relevant *electrical professionals*, to construct and install the *Customer Works*; and
 - (b) Essential Energy will provide the *basic connection services* to the Customer.
- (2) The Customer must pay or ensure its *Accredited Service Providers* and/or relevant *electrical professionals* pay, the applicable *Connection Charges* to Essential Energy in consideration for Essential Energy providing the *basic connection service* to the Customer.

1.5 Customer Connection Contract

- (1) The terms and conditions contained in this *contract* are additional to and form part of the *customer connection contract*. The *customer connection contract* establishes the terms and conditions upon



which Essential Energy will provide ongoing *connection services* once the *connection* is established and electrified. If the Customer does not already have a *customer connection contract*, that *contract* will be taken to commence on the same date as this *contract* commences under clause 2.1 and will be on the terms of the applicable *deemed connection contract*.

- (2) If there is any inconsistency between the terms and conditions of this *contract* and the *customer connection contract*, to the extent permitted by *law*, this *contract* will prevail.

2.0 CONTRACT TERM

2.1 Commencement of Contract

Subject to clause 2.2, this *contract* will be formed and will be taken to commence:

- (1) for *expedited applications*, on the date the Customer's *connection application* has been reviewed by Essential Energy and a *Model Standing Offer* has been issued, provided that the Customer has indicated in its *connection application* that the *Model Standing Offer* is acceptable, and Essential Energy has notified the Customer that the terms of the *Model Standing Offer* are appropriate; or
- (2) for all other *connection applications*, on the date the Customer accepts Essential Energy's *connection offer* by executing this *contract* and returning it to Essential Energy. If the Customer does not accept Essential Energy's *connection offer* by executing and returning this *contract* to Essential Energy within forty-five (45) business days of the date the *connection offer* was made, this *contract* will not commence,

(the **Contract Commencement Date**, as applicable).

2.2 Termination of Contract

- (1) This *contract* will end when all obligations under this *contract* have been performed or otherwise:
 - (a) if Essential Energy forms a reasonable belief that a material detail provided in the *connection application* is false or misleading and we notify the Customer in writing of that fact, on the date that we specify in the written notice to the Customer;
 - (b) immediately if the *customer connection contract* ends;
 - (c) if the Customer and Essential Energy enter into another agreement in relation to the same, or similar type of connection, for the same *premises*, when that new contract becomes effective;
 - (d) on the date Essential Energy specifies in written notice to the Customer, if the Customer or their engaged *electrical professionals* breach this *contract* and do not remedy the breach within ten (10) business days of Essential Energy notifying the Customer of the breach, and we are permitted to terminate this *contract* under the *energy laws*;
 - (e) on the date Essential Energy specifies in written notice to the Customer, where the Customer is required to obtain the consent of the owner of the *premises* for the installation of a *micro embedded generating unit* and/or the *connection* of the unit to the *distribution network*, and the Customer cannot provide evidence of such consent;
 - (f) on the date that is twelve (12) months from the Contract Commencement Date, if the *connection* has not been established by that date. If the Customer still requires a connection after that date, the Customer must submit a new *connection application* to Essential Energy.
- (2) If this *contract* ends before the *Customer Works* are completed and *commissioned*, Essential Energy may, acting reasonably, at the Customer's cost, disconnect, dismantle, *decommission* and remove any of Essential Energy's *premises connection assets*.

3.0 PROVISION OF BASIC CONNECTION SERVICES

3.1 Basic Connection Services

- (1) Essential Energy will provide *basic connection services* on the terms and conditions set out in this *contract*.
- (2) Essential Energy is not directly involved in the work required to establish the *connection* between the *distribution system* and the *electrical installation* at the *premises*. Such works are *contestable works* and must be procured by the Customer by engaging a *L2 ASP*. Installation of electrical equipment including the *micro embedded generating unit* must be undertaken by a suitably licenced electrical contractor engaged by the Customer.
- (3) If a new *connection* is being established, the *connection offer* will generally require the Customer to fund the installation of *service mains* between the *premises* and the *distribution network*.
- (4) Connection alterations, including the installation of a *micro embedded generating unit* at *premises* already connected to the *distribution system*, may require some alteration to the existing *service mains*, which must also be funded by the Customer.
- (5) *Connection services* pre-connection may include:
 - (a) conducting a site inspection; and
 - (b) providing ancillary services including:
 - (i) site establishment; and
 - (ii) *connection offer* services.
- (6) *Connection services* post-connection may include:
 - (a) carrying out inspections as permitted by *energy laws* including inspecting any part of the *premises connection assets* installed by the *L2 ASP*, and/or the *electrical installation* installed by the *electrical professional* at the *premises*;
 - (b) if required, inspecting work undertaken to rectify any *defect*; and
 - (c) receiving and processing the *Certificate of Compliance for Electrical Work (CCEW)* lodged by an *electrical professional* (in relation to the *electrical installation*) and *Notification of Service Works (NOSW)* lodged by the *L2 ASP* (in relation to the installation or replacement of *service mains*).
- (7) Any works to establish the *connection* between the *distribution system* and the *electrical installation* at the *premises* must not be commenced until a *connection offer* has been issued to the Customer by *Essential Energy*.

4.0 CHARACTERISTICS OF CONNECTION

4.1 Essential Energy Determines the Particulars of the Connection

(1) Connection capacity

- (a) Essential Energy will take into consideration the capacity applied for in a *connection application* but is not obliged to agree to the capacity applied for under a *basic connection service*.
- (b) Essential Energy may determine that a maximum capacity different from that applied for in the *connection application* is appropriate to ensure the safe, secure and reliable operation of the *distribution system* and the supply of electricity to the *premises*. In that case, Essential Energy will specify the approved maximum capacity in the *connection offer*.
- (c) The maximum generation capacity of the *micro embedded generating connection* will be the capacity specified in the *connection offer* or, where applicable, the *Schedule of Site-Specific Conditions*.
- (d) The maximum amount of electricity that may be exported from the *micro embedded generating connection* into the *distribution system* will be determined in accordance with this *contract*, including any applicable *Schedule of Site-Specific Conditions*.
- (e) If the Customer's connection exceeds an approved maximum import capacity or export capacity applicable to the *premises*, Essential Energy may require the Customer to either:
 - (i) remediate the *connection* so that it operates within the approved capacity limits; or
 - (ii) apply for and enter into an appropriate connection arrangement for the increased capacity.

(2) Review of load and reduction of maximum import capacity

The Customer acknowledges that the *connection policy* provides that:

- (a) through consultation and in good faith, Essential Energy may from time to time review the maximum demand at the *premises*; and
- (b) if:
 - (i) the Customer's demand has remained less than the agreed maximum capacity for the previous five (5) years;
 - (ii) the maximum demand has remained less than the agreed maximum capacity for the previous two (2) years, Essential Energy requires the unused network capacity to relieve a forecast network constraint, and the Customer does not have a current negotiated connection agreement with Essential Energy to reserve this capacity; or
 - (iii) the Customer agrees to reduce the agreed maximum capacity,

then Essential Energy may reduce the maximum capacity to reflect the maximum demand and will provide reasonable notice of such reduction.

(3) Voltage of the *connection*

Essential Energy may nominate the voltage of the Customer's *connection* based upon the size of the load requested by the Customer and its likely impact on Essential Energy's other connected customers.

(4) *Connection point* and Point of Common Coupling

- (a) Essential Energy may require more than one *connection point* at the *premises* if we consider it necessary to provide a safe and efficient supply of electricity.

- (b) Essential Energy may require a different *connection point* and/or a different point of common coupling from those indicated in the *connection application*.
 - (c) The *connection point* is the point identified in the *connection application* unless Essential Energy stipulates a different *connection point* in the *Schedule of Site-Specific Conditions*.
 - (d) The point of common coupling is the point identified in the *connection application* unless Essential Energy stipulates a different point of common coupling in the *connection offer*.
- (5) Access to embedded generation equipment

The Customer must allow Essential Energy to access, physically and remotely, the Customer's embedded generation equipment to ensure the configuration of that equipment is compliant with network standards and the *Schedule of Site-Specific Conditions*.

4.2 Site-Specific Conditions

- (1) In approving a *connection application*, Essential Energy may impose one or more site-specific conditions on the *premises* following consultation with the Customer or their agent.
- (2) Any site-specific conditions applicable to the Customer's *connection offer*:
 - (a) will be detailed in the *Schedule of Site-Specific Conditions* attached to the *connection offer* and included in the *compliance schedule* associated with this *connection* in Essential Energy's *Essential Connections Portal*;
 - (b) may be entered on a register including, where relevant, the Distributed Energy Resources (**DER**) register; and
 - (c) will be taken to form part of this *contract*.

4.3 Export Arrangements

The export arrangements applicable to the *connection* will be specified in the *Schedule of Site-Specific Conditions*. Depending on the *connection* and available network capability, the Customer may operate under:

- (1) a *Static Export Limit* arrangement;
- (2) a *Flexible Export* arrangement; or
- (3) another export arrangement approved by Essential Energy.

Applicable export limits may vary in accordance with this contract and the *Schedule of Site-Specific Conditions*.

In determining the export arrangements applicable to a *connection*, Essential Energy may have regard to the characteristics of the proposed connection described in the connection application, available network capacity, local network conditions, technical and operational requirements, system security requirements and the need to maintain the safe and reliable operation of the *distribution network*.

Essential Energy may make available *Standard Export Services* and other approved export arrangements from time to time. The characteristics of the applicable export service, including any *Firm Export Allowance*, *Flexible Export Limit*, approved operating range and site-specific operating parameters, will be specified in the *Schedule of Site-Specific Conditions*.

4.4 Standard Export Service

For eligible micro embedded generation *connections*, Essential Energy's *Standard Export Service* generally provides a *Firm Export Allowance* of 1.5 kW per *connection point* and a Flexible Export Limit of up to 10 kW per phase (or such lower amount as permitted by the capability of the *embedded generating unit* or network). Customers may apply for alternative export arrangements. Where an export arrangement outside the standard range is approved following assessment by Essential Energy, the approved export allowances and operating parameters will be specified in the *Schedule of Site-Specific Conditions*.

5.0 REQUIREMENTS FOR EMBEDDED GENERATION

This clause 5 applies to a new *connection* for, or a connection alteration to, an *embedded generating unit* (including but not limited to *Solar Generating System(s)*).

5.1 Emergency Backstop Requirements

If the *connection* that is the subject of the Customer's *connection application* and *connection offer* is a new *connection* for, or a connection alteration to, a *Specified Solar Generating System*, the Customer must ensure that:

- (1) where the *Combined System Rating* at the *connection point* is less than 200 kW, the *Specified Solar Generating System* is compliant with CSIP-AUS;
- (2) the established or altered connection (as applicable) for that *Specified Solar Generating System* is able to securely communicate with Essential Energy's systems for the purposes of Essential Energy remotely interrupting or curtailing exports and generation as required or permitted under clause 5.2; and
- (3) the *Specified Solar Generating System* is capable of being remotely interrupted or curtailed by Essential Energy in the circumstances specified in clause 5.2.

Where a connection arrangement requires communication with Essential Energy's systems, the Customer is responsible for providing and maintaining a suitable internet connection and any associated communication equipment located at the *premises*, unless otherwise agreed by Essential Energy.

5.2 Interruptions to Exports and Generation

The Customer acknowledges and agrees that, if the *connection* that is the subject of its *connection application* and *connection offer* is a new *connection* for, or a connection alteration to, an *embedded generating unit* (including, but not limited to, a *Solar Generating System*) and the Customer is required or elects to connect to Essential Energy's *connective systems*, Essential Energy may remotely halt, interrupt or curtail exports and/or generation from the *embedded generating unit* where reasonably necessary for the safe, secure or reliable operation of the *distribution system*, including:

- (1) in response to a *Minimum System Load (MSL) Event* as notified by AEMO;
- (2) where directed to do so by AEMO or a person lawfully authorised by AEMO to issue that direction under the National Electricity Law;
- (3) in carrying out testing to ensure Essential Energy is capable of remotely interrupting or curtailing exports and generation; or
- (4) for any other matter agreed in writing between Essential Energy and the Customer.

For the avoidance of doubt, an interruption or curtailment under this clause may include the complete interruption of electricity generation from the affected *embedded generating unit* where required for the safe, secure or reliable operation of the *distribution system*.

Where the Customer has elected to participate in a Flexible Export Arrangement approved by Essential Energy, exports may also be varied in accordance with that arrangement and the applicable *Schedule of Site-Specific Conditions*.

5.3 Flexible Export Arrangements

Where the *connection* is a new connection for, or a connection alteration to, an *embedded generating unit* and the Customer elects to participate in a Flexible Export Arrangement (as specified in the *Schedule of Site-Specific Conditions*):

- (1) the Customer acknowledges and agrees that Essential Energy may determine the amount of electricity that the *embedded generating unit* may export to the *distribution system* at any given time, having regard to *distribution system* capacity and other operating conditions reasonably considered relevant by Essential Energy;
- (2) subject to clause 5.4, exports may vary within the applicable limits recorded in the *Schedule of Site-Specific Conditions*; and
- (3) the applicable *Flexible Export Limit* may increase or decrease from time to time within the approved operating range specified in the *Schedule of Site-Specific Conditions*.

5.4 Default to Static Export Limit

The Customer acknowledges and agrees that an *embedded generating unit* approved for connection, or a connection alteration, may be required to operate subject to a *Static Export Limit* where:

- (1) the Customer has elected not to participate in a Flexible Export Arrangement, or has requested that the *embedded generating unit* operate under a *Static Export Limit*; or
- (2) a Flexible Export Arrangement cannot be established, maintained or operated for practical, technical, operational, communication or security reasons, including where:
 - (a) the *embedded generating unit* has a *Combined System Rating* at the *connection point* of less than or equal to 30 kW and cannot practicably be connected to Essential Energy's Utility Server via the internet; or
 - (b) the *embedded generating unit* is required to comply with an applicable communication or control standard and ceases to be capable of securely and reliably communicating with Essential Energy's systems.

The applicable *Static Export Limit* will be 1.5 kW per connection point unless otherwise specified in the *Schedule of Site-Specific Conditions*. Unless otherwise stated in the *Schedule of Site-Specific Conditions*, the *Static Export Limit* will be equal to the *Firm Export Allowance*.

5.5 No Guaranteed Export

Notwithstanding anything else in this *contract*, the Customer acknowledges and agrees that:

- (1) a *Static Export Limit*, *Flexible Export Limit*, *Firm Export Allowance* or any export capacity specified in the *Schedule of Site-Specific Conditions* does not constitute a representation, warranty or guarantee by Essential Energy that electricity will be capable of being exported at any particular time or at any particular level; and
- (2) the ability of an *embedded generating unit* to export electricity may be affected by factors including network conditions, network constraints, maintenance activities, emergency operating conditions, system security requirements, technical limitations and the operation of export control arrangements.

6.0 CUSTOMER NOTIFICATIONS AND COMMUNICATIONS

Essential Energy may communicate with Customers regarding the operation of their *connection*, *embedded generating unit*, Flexible Export Arrangement, *Emergency Backstop Requirements*, communications capability and related services.

6.1 Notification Principles

Where reasonably practicable, Essential Energy will take steps to notify Customers of events that may materially affect the operation of their *connection*, export capability or participation in a Flexible Export Arrangement. Such events may include:

- (1) prolonged loss of communications between an *embedded generating unit* and Essential Energy's *connective systems*;
- (2) extended or long-duration testing activities;
- (3) material operational events affecting export capability or system operation;
- (4) activation of fallback or default operating arrangements resulting from communications failure; and
- (5) other circumstances where notification would assist Customers to understand material impacts on their service.

6.2 Communication Channels

Essential Energy may provide notifications using available customer contact details and communication channels, including electronic communications such as email and SMS where available.

Customers acknowledge that delivery of notifications may be affected by circumstances outside Essential Energy's control, including where:

- (1) customer contact details are incomplete, inaccurate or no longer current;
- (2) electronic messages are not successfully delivered;
- (3) a Customer has elected not to receive communications through a particular channel; or
- (4) only limited communication channels are available.

Essential Energy may use alternative communication methods where reasonably practicable and where suitable contact information is available.

6.3 Communications Failure and Fallback Operation

Communications Failure Principles

Communications failures may arise from a range of causes, including issues affecting customer equipment or internet services, issues affecting Essential Energy's systems, or other technical or operational circumstances beyond the reasonable control of either party.

Where a communications failure affects the operation of a communications-enabled export arrangement, Essential Energy may apply a fallback export arrangement in accordance with this *contract* and the *Schedule of Site-Specific Conditions*.

Where reasonably practicable, Essential Energy will communicate with affected customers regarding material communications failures, testing activities, restoration activities or changes that may materially



affect the operation of the customer's approved export arrangement. Once communications capability has been restored and any required verification or testing has been completed, the customer's approved export arrangement may be reinstated.

Where reasonably practicable, Essential Energy will notify the Customer if a prolonged communications failure is identified and explain:

- (1) the nature of the communications issue;
- (2) any effect on the operation of the Customer's *connection* or export capability; and
- (3) the steps that may be required to restore normal operation.

Customers acknowledge that prolonged communications loss may affect the availability of communications-enabled export arrangements until communications are restored.

6.4 Testing and Operational Events

Where reasonably practicable, Essential Energy will provide advance notice of extended testing activities that may materially affect customer export outcomes or service operation.

Following material operational events affecting export capability or system operation, Essential Energy may notify affected Customers and provide a high-level explanation of the event and any resulting consequences for the Customer.

6.5 Reasonable and Proportionate Communications

Customers acknowledge that recurring communications outages or repeated occurrences of the same issue may not result in repeated notifications on every occasion. Essential Energy may apply a reasonable and proportionate approach to customer communications while continuing to provide information regarding material impacts on customer service.

6.6 Customer Support and Restoration Pathway

Where a notification is issued, Essential Energy may provide information to assist the Customer in understanding:

- (1) the event that has occurred;
- (2) any consequences for the operation of the *connection* or export capability;
- (3) any actions the Customer may need to take; and
- (4) how normal operation may be restored.

Customers may contact Essential Energy or other relevant service providers identified in the notification for assistance or further information.

7.0 CONNECTION ASSETS – INSTALLATION

7.1 Contestable Connection Services

- (1) The *Electricity Supply Act 1995* (NSW) gives electricity customers the right to choose who carries out *contestable work* required for a new *connection* or a connection alteration. In New South Wales, the installation and alteration of *premises connection assets* are each a contestable service that must be performed by a *L2 ASP* who holds a current Essential Energy *Authorisation* to perform those works.

- (2) The contestable services required to establish a new or altered basic connection to the *distribution system* are the installation or replacement of the *premises connection assets* needed to make the requested *connection*.
- (3) The Customer and the Customer's *electrical professional* will determine the *premises connection assets* required for the *connection*.
- (4) The contestable services required to establish a *micro embedded generating connection* are:
 - (a) installation of the *micro embedded generating unit* by a licensed *electrical professional* who is qualified to install the relevant unit, including assessment of the requirements of the *micro embedded generating unit* and where necessary, installation or upgrade of any submain or circuit in the *electrical installation*; and
 - (b) (if required) installation or alteration of the *premises connection assets* needed to make the *micro embedded generating connection*.
- (5) It is the responsibility of the Customer to ensure that the *electrical wiring work* carried out at the *premises* is performed by an appropriately qualified *electrical professional* and that the *electrical installation* complies with the technical and safety requirements of this *contract*.
- (6) The fees and charges for the contestable services and *premises connection assets* described in this clause 7.1 are payable by the Customer directly to their *electrical professional* and are not covered by the *Connection Charges* payable under this *contract*.

7.2 Preconditions to Energisation

Before Essential Energy will permit the *energisation* of a *connection*, it must be satisfied that the following *preconditions* are satisfied:

- (1) for a new *premises connection*, the customer must have obtained a *contract* with a retailer for the supply of electricity to the *premises*;
- (2) the new or replacement *embedded generating unit* that is the subject of the basic *micro embedded generating connection service* must be compliant with and set to the DER Technical Standards; and
- (3) the requirements of clause 7.4 have been satisfied.

7.3 Customer Obligations Regarding Safety and Technical Requirements

- (1) The Customer must not take electricity at a rate which exceeds the total capacity as specified in the customer's *connection application* for connection or otherwise applicable under this *contract*.
- (2) The Customer must not generate and export electricity from the *micro embedded generating unit* at a rate which exceeds the total generator output specified in the *connection offer*, or otherwise applicable under this *contract*.
- (3) The Customer must ensure that, at the time its *connection application* is submitted, all details contained in that application are complete and correct.
- (4) The Customer must take all reasonable precautions to prevent the islanding of the *micro embedded generating unit*.
- (5) The Customer must install warning signs in accordance with applicable standards.
- (6) The Customer must ensure their installer updates the DER Register with DER Register Information in the following circumstances, as soon as practicable after the relevant installation or work is completed:
 - (a) a *micro embedded generating unit* is *commissioned* at the *connection point*, either as a result of a new small generating unit being installed or an existing generating unit being modified;

- (b) a *micro embedded generating unit* is modified at the *connection point* such that any of the DER Register Information about that small generating unit changes; and/or
 - (c) a *micro embedded generating unit* is *decommissioned* at the *connection point*.
- (7) If the customer becomes aware that their installer will not update, or has not updated, the DER Register as required under clause 7.3(6), the Customer must provide the DER Register Information to Essential Energy as soon as practicable after the relevant installation or work is completed.
- (8) The Customer must promptly provide to Essential Energy upon request, the DER Register Information regarding any small generating units installed at their *connection point*.
- (9) The Customer must, in carrying out its obligations under this *contract*, comply with, and use all reasonable endeavours to ensure that any person engaged by the Customer as required by clause 7.1 and the terms of this *contract*, complies with all applicable *laws* relating to work health and safety.
- (10) The Customer's installer must set the inverter to "Australia A" settings when configuring the inverter settings as required in Australian/New Zealand Standard (AS/NZS) 4777.2:2020 - Grid connection of energy systems via inverters, Part2: Inverter requirements.
- (11) After a period of not less than ten (10) years from the Contract Commencement Date, Essential Energy may, upon giving the Customer reasonable notice, require the Customer to alter the inverter settings, if so required to:
- (a) maintain the stability of the *distribution system* or the safe and reliable supply of electricity, including to the *premises*; or
 - (b) give effect to any change required by any *Law* or standard applicable to the *connection* or *premises connection assets* relating to the safe and reliable supply of electricity.
- (12) Any alteration to the Customer's inverter settings required under subclause 7.3(11) may impact upon the export limits applicable to the Customer's *connection service*. The notice to the Customer provided under subclause 7.3(11) will include an explanation of the likely impact on the Customer's export limits.
- (13) To the extent they are relevant, the Customer and any person that installs any equipment on the Customer's *premises* must comply with the following:
- (a) DER Technical Standards;
 - (b) *The Electricity Supply Act 1995* (NSW);
 - (c) *Electricity Supply (General) Regulation 2014* (NSW);
 - (d) *The Electricity Act 1994* (QLD) (if the *premises* is located in Queensland);
 - (e) *Gas and Electricity (Consumer Safety) Act 2017* (NSW);
 - (f) 2017 Australian Standard (AS) 2467 - Maintenance of Electrical Switchgear;
 - (g) AS/NZS 3000 - Australian/New Zealand Wiring Rules;
 - (h) AS/NZS 4777.2:2020 – Grid connection of energy systems via inverters, Part2: Inverter requirements;
 - (i) AS/NZS 61000 - Electromagnetic Compatibility;
 - (j) Service and Installation Rules of NSW;
 - (k) AER Connection charge guidelines for electricity retail customers;
 - (l) *connection policy*;
 - (m) CEOP8012 – Co-generation Protection Guidelines;

- (n) CEOP8046 – Network Planning: Easement Requirements;
- (o) CEOP8026 – Supply Standards: Electricity Supply Standard;
- (p) Essential Energy's Network Standards;
- (q) The *Rules*, Market Operation Rules, and any applicable Metrology procedures made under the *rules* or the Market Operation Rules;
- (r) Any requirements or standards specified by us from time to time to ensure compliance with the *Rules*; and
- (s) Essential Energy's Electrical Safety Rules, Codes of Practice and Procedures for work on or near Electrical Apparatus.

7.4 Service Mains on Other Land

- (1) This clause applies if, in order to connect the Customer's *premises* to Essential Energy's *distribution system*, it is necessary to erect *service mains* on *other land*.
- (2) In that case, Essential Energy will not permit the *connection* unless:
 - (a) Essential Energy has given written consent to the location of the *service mains* on the *other land*;
 - (b) the Customer complies with Essential Energy's document titled "Easement Requirements CEOP8046", available on Essential Energy's website; and
 - (c) the registered proprietor of the *other land* and the Customer have signed and delivered to Essential Energy a deed or an agreement to grant an easement in favour of Essential Energy for the *service mains* on the *other land* (**Easement**) (including providing the security in accordance with that deed or agreement and registering the caveat as provided for in that deed or agreement).
- (3) As soon as reasonably practicable after the *service mains* are installed on the *other land*, the Customer must obtain from the registered proprietor of the *other land* an Instrument, together with a survey of the Easement prepared by a registered surveyor, and which is in a format suitable for lodgement at NSW Land Registry Services.
- (4) The satisfaction of this clause 7.4 is a precondition to connection.
- (5) If *energisation* occurs before the requirements of this clause 7.4 have been satisfied, Essential Energy will not accept ownership of the *service mains* in accordance with clause 8.2.
- (6) The Customer acknowledges and agrees that if the *connection* is *energised* before the requirements of this clause have been satisfied, Essential Energy may:
 - (a) terminate this *contract*; and
 - (b) disconnect the *premises*.
- (7) The Customer also acknowledges that if this clause 7.4 has not been satisfied, the owner of the *other land* may require the Customer to remove the *service mains*.
- (8) In this clause 7.4, "**Instrument**" means the instrument that is used to create the Easement including but not limited to:
 - (a) a plan of easement and accompanying section 88B instrument; or
 - (b) an LRS Form 01TG – Transfer Granting Easement,the form of which must be approved by Essential Energy.

7.5 Connection to a Stand-alone Power Supply (SAPS)

- (1) Where a Customer's connection is supplied by a Stand-alone Power Supply (SAPS), this will be stated in the *connection offer*, together with any additional site-specific conditions in accordance with clause 4.2.
- (2) Further information relating to a SAPS connection can be found on Essential Energy's website <https://www.essentialenergy.com.au/our-network/stand-alone-power-systems>.

8.0 CONNECTION ASSETS – POST INSTALLATION

8.1 Timeline for Completion of Contestable Works

- (1) *Energisation* under this *contract* occurs after the *L2 ASP* has completed any necessary new service assets connection works or connection alterations and an *electrical professional* has installed the *micro embedded generating unit(s)*. It is the Customer's responsibility to agree timeframes for commencing and completing the *contestable works* with the Customer's *electrical professional(s)*.
- (2) Accordingly, Essential Energy does not control, and nor does it make any representation as to, or accept any responsibility for, the time taken by the Customer's *electrical professional(s)* to complete the *contestable works*.
- (3) Essential Energy conducts audit inspections of some *premises connection assets* and *electrical installations*, but these are routine inspections in accordance with clause 8.9 that do not affect the timing of the *L2 ASP*'s electrification work.

8.2 Transfer of Premises Connection Assets

- (1) Subject to clause 7.4, ownership of the *premises connection assets* installed by the Customer's *L2 ASP* is transferred to Essential Energy when those assets are *energised*.
- (2) The Customer must ensure that all assets are transferred to Essential Energy free from any Encumbrance (ie, not subject to any legal or other *claim* that would prevent the transfer of ownership).

8.3 Responsibility for Equipment

- (1) The Customer remains responsible and liable for the condition of the *electrical installation* and *premises connection assets* and for the works carried out at the *premises* by or on behalf of the Customer.
- (2) Essential Energy is responsible for the operation, ownership and maintenance of *premises connection assets* once ownership is transferred to Essential Energy.
- (3) The Customer must accommodate, and protect from harm, any service and metering equipment on the *premises* and *premises connection assets*.
- (4) The Customer is responsible for ensuring that any installation and replacement of inverter energy systems applicable to this offer are done in accordance with our Embedded Generation Connection Guidelines and the most recent amendment(s) of AS/NZS 4777.1 and AS/NZS 4777.2 or equivalent at the time of that replacement or with an exact model replacement of existing installed hardware.

8.4 Rights of Access

- (1) The Customer must provide Essential Energy, our agents, contractors and employees safe and unhindered access to the *premises* so that we can fulfill our obligations and exercise our rights under this *contract* and the *energy laws*.
- (2) Essential Energy and any person authorised by us have a right of safe and unhindered access to and over the *premises* for any purpose or activity in connection with the undertaking of a *connection service*



by the customer's *electrical professional* or the performance of our obligations or the exercise of our rights under this *contract* including but not limited to:

- (a) the inspection of any *premises connection assets* and/or *electrical installation* carried out by the relevant *electrical professional*;
- (b) the exercise of any other function conferred on us under *energy laws*;
- (c) any breach or possible breach of our technical and safety requirements, the *energy laws* or this *contract*;
- (d) any *defect* or possible *defect* in the *premises connection assets* or the *electrical installation*; and
- (e) in an emergency, to enter the *premises* at any time of day or night.

8.5 Metering

- (1) It is the responsibility of the Customer to ensure that appropriate metering equipment that complies with the applicable *energy laws* is installed at the *premises*.
- (2) A *metering coordinator* is responsible for the provision, installation and maintenance of the metering equipment. The *metering coordinator* must appoint a *metering provider* for the provision, installation and maintenance of the metering equipment.
- (3) An *electrical professional* engaged by a metering coordinator or metering provider must install the metering equipment at the *premises*.
- (4) If the Customer is supplying electricity into the Essential Energy *distribution system* via a *micro embedded generating unit*, the Customer must ensure that the metering equipment at the *premises* permits the electricity generated by the *micro embedded generating unit* to be measured in accordance with the applicable *energy laws*.
- (5) It is the responsibility of the Customer to make arrangements with the Customer's *retailer* if the Customer requires a meter with a higher functionality.
- (6) The position and standards of installation of all meters must be in accordance with the Service and Installation Rules of NSW, AS/NZ 3000 Wiring Rules and the *Rules* and any other applicable metering rules.

8.6 Notification of Service Works (NOSW)

- (1) After the Customer's *electrical professional* has completed the establishment of, or alteration to, the Customer's *connection*, the Customer must provide, or ensure that the Customer's *electrical professional* provides, Essential Energy with a NOSW associated with the relevant *Intent to Connect* case for the Customer's *connection*, within two (2) Business Days of completing the *contestable works* and/or energising the Customer's *connection*.
- (2) Where a Customer's retailer or metering coordinator directly appointed by the Customer or their retailer has arranged for the provision of a meter, the Customer must ensure that the metering provider provides Essential Energy with a NOSW within two (2) business days of the completion of the metering works.

8.7 Certificate of Compliance for Electrical Work (CCEW)

After the Customer's *electrical professional* has completed the establishment of, or alteration to, the Customer's *connection*, the Customer must ensure that the Customer's *electrical professional* provides, via the relevant NSW Government portal (where applicable) a *Certificate of Compliance for Electrical Work (CCEW)* for the Customer's installation works and any other works carried out at the *premises* by the

Customer's *electrical professionals* within seven (7) days of the completion of any safety and compliance test on the *electrical installation*.

8.8 Refusal to Energise the Premises

Essential Energy reserves the right to refuse to *energise* the *premises* if, in Essential Energy's view, the safety, security or capacity of its network may be compromised, or any *precondition* has not been satisfied.

8.9 Inspection of Works and Correction of Defects

- (1) Essential Energy may carry out inspections of the *electrical installation* and *premises connection assets* for the purpose of auditing and assessing the extent to which *electrical professionals* are complying with the *energy laws*.
- (2) Essential Energy does not represent or warrant that any inspection will be carried out or that any inspection carried out at the *premises* will identify any or all faults or *defects* or that the *electrical installation* and *premises connection assets* are free from fault or *defects* if none is identified at such inspection.
- (3) Whether or not Essential Energy has carried out an inspection at the *premises*, Essential Energy may, at any time within three (3) years following the transfer of ownership of the *premises connection assets* to Essential Energy under clause 8.2 of this *contract*, notify the Customer of:
 - (a) any *defect* that existed, or that arises subsequently because of a *defect* that existed, at the time of the transfer of ownership of the *premises connection assets* under clause 8.2 of this *contract*, in relation to the *electrical installation* or the *premises connection assets* that must be rectified; or
 - (b) any other work in relation to the *electrical installation* or the *premises connection assets* that must be completed by the Customer to comply with this *contract*.
- (4) It is the responsibility of the Customer to procure an *electrical professional* to correct any *defects* and undertake any items of work contained in the notice given under clause 8.9(3) as soon as practicable but no later than twenty-eight (28) days after the defect notice being received.
- (5) Major *defects* may require the defective portion of the *premises* to be *disconnected*. If this is the case, Essential Energy will *disconnect* the defective portion or circuit of the *premises* and will notify the Customer of this requirement in the notice under clause 8.9(3) and in accordance with relevant *energy laws*.
- (6) The person responsible for the rectification work must notify Essential Energy when the work has been completed and is ready for reinspection by Essential Energy.
- (7) Prior to Essential Energy's reinspection, if the *L2 ASP* or *electrical contractor* is satisfied that the *defect* has been rectified, they may re-connect any previously defective portion of the *premises* that has been disconnected.
- (8) Essential Energy's re-inspection is performed as a routine matter without the *electrical professional* or the Customer needing to be present (unless there is an access issue, in which case Essential Energy will use reasonable endeavours to schedule an inspection at a mutually convenient time).
- (9) Failure to rectify a *defect* notified to the Customer or the Customer's *electrical professional(s)* under this clause 8 may result in disconnection of the *premises* in accordance with the *energy laws*.

9.0 CHARGES

9.1 Connection Charges

- (1) *Connection Charges* payable to Essential Energy under this *contract* can be charged to the Customer or any person with the authority to act on the Customer's behalf (such as the Customer's *ASP*, *electrical professional* or *retailer*) depending on the service provided.
- (2) The estimated *Connection Charges* payable under this *contract* will be set out in the *connection offer*.
- (3) The *Connection Charges* do not include network charges for ongoing *connection services*. These will be payable by the end users of the electricity under *customer connection contracts*.
- (4) The *Connection Charges* may comprise:
 - (a) charges for the *Ancillary Network Services* provided by Essential Energy to the Customer under this *contract*; and/or
 - (b) charges for the *Alternative Control Services* provided by Essential Energy to the Customer under this *contract*,

the prices of which are prescribed by the AER for each financial year and are published on Essential Energy's website at www.essentialenergy.com.au/our-network/network-pricing-and-regulatory-reporting/network-pricing, and

- (c) subject to clause 9.2, charges payable to Essential Energy under the *Shared Asset Pioneer Scheme*, insofar as it applies to the assets to which the Customer connects.

9.2 Contribution Under the Shared Asset Pioneer Scheme

- (1) Under the *Shared Asset Pioneer Scheme*, if the Customer's *premises* will be connected to a part of the *distribution network* that has been augmented and funded within the last seven (7) years by a previous customer, the Customer must pay Essential Energy any applicable fee determined in accordance with Essential Energy's *Shared Asset Pioneer Scheme*.
- (2) Essential Energy's *connection offer* will state that the connection customer is required to make a contribution to one or more pioneer schemes and will specify the amounts of the required contributions.
- (3) Further information about Essential Energy's *Shared Asset Pioneer Scheme* and the formula for calculating subsequent customers' contributions is set out in Essential Energy's *connection policy*.

10.0 RISK AND LIABILITY

10.1 Customer's Risk

- (1) The Customer accepts all risks associated with the *Customer Works*, including, but not limited to:
 - (a) the risk of any delay or increased cost in relation to the carrying out of those works;
 - (b) the risk of obtaining any required *Authorisations* for those works;
 - (c) the risk of carrying out those works in accordance with all applicable *laws*, including *energy laws*;
 - (d) any faults or *defects* in relation to the *Customer Works* and remediation of those faults or *defects*; and
 - (e) the risk of maintaining (including the cost of maintaining):
 - (i) the *Customer Works* (until the *Transferable Connection Assets* are transferred to Essential Energy in accordance with clause 8.2); and



- (ii) at all times, the area around the *Customer Works*, including but not limited to clearing vegetation and maintaining such clearance (until the *Transferable Connection Assets* are transferred to Essential Energy in accordance with clause 8.2),

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

(2) The Customer acknowledges and agrees that:

- (a) Essential Energy has no liability in respect of any delay to, or additional costs for, the *Customer Works* and any other *loss* suffered or incurred by the Customer arising from the occurrence of any of the risks set out in clause 10.1(1); and
- (b) it is not entitled to, and must not make, a *claim* against Essential Energy arising out of or in connection with the occurrence of any of the risks set out in clause 10.1(1).

(3) The Customer further acknowledges that any involvement by Essential Energy in relation to the *Customer Works* (including, without limitation, Essential Energy's inspection of the *Customer Works* and any audit undertaken by Essential Energy under this *contract*):

- (a) is undertaken by Essential Energy purely to provide reasonable assurance to Essential Energy that it will not, upon transfer of those *Transferable Connection Assets* to Essential Energy under clause 8.2, assume any risk in excess of its acceptable risk profile;
- (b) does not, and is not in any circumstances to be taken to, constitute any review, approval, consent, ratification, endorsement, certificate or any similar action by Essential Energy;
- (c) will not ground any liability of Essential Energy to the Customer; and
- (d) does not in any way restrict Essential Energy's ability to recover amounts under this *contract* in relation to a failure by the Customer to comply with this *contract*.

10.2 Responsibility and Care of the *Customer Works* Related to the *Transferable Connection Assets*

- (1) The Customer is responsible for the care of the *Transferable Connection Assets* until they are transferred to Essential Energy in accordance with clause 8.2.
- (2) The Customer must (at its cost) promptly make good any *loss* of or damage to the *Customer Works* related to the *Transferable Connection Assets* while the Customer is responsible for their care to the extent that those works affect the safety, security or reliability of Essential Energy's *distribution system*.

10.3 Essential Energy's Liability

Essential Energy's liability under this *contract* is limited in accordance with the terms of the Essential Energy *customer connection contract* and, where applicable, references in that contract to the supply of energy include reference to the *connection services* provided under this *contract*.

11.0 INFORMATION

- (1) If the Customer has specific queries about their *connection*, please contact Essential Energy at techconnect@essentialenergy.com.au. General enquiries should be submitted via the *Essential Connections Portal* on the Essential Energy website, and we will provide the Customer with any reasonable technical or other information that we may have about the Customer's *connection*.
- (2) The Customer may also access important information about new connections and connection alterations on Essential Energy's website.



12.0 COMPLAINTS AND DISPUTE RESOLUTION

12.1 Complaints

If the Customer has a complaint relating to this *contract*, the Customer may lodge a complaint with Essential Energy in accordance with Essential Energy's standard complaints and dispute resolution procedures, which are published on Essential Energy's website.

12.2 Referral to Australian Energy Regulator

The processes and procedures described in Essential Energy's standard complaints and dispute resolution procedures do not limit the Customer's rights under the National Electricity Law to refer a dispute:

- (1) regarding the terms and conditions of this *contract*; or
- (2) about the *Connection Charges* payable to Essential Energy,

to the AER.

13.0 GENERAL

13.1 Amending this Contract

This *contract* may only be amended with the agreement of both parties.

13.2 Governing Law

The laws of the state or territory in which the *premises* is located govern this *contract*.

13.3 Survival

Clauses 2, 4.1(2), 4.1(3), 4.1(4), 4.1(5), 7.3, 8.3, 8.4, 8.9, 9, 10, 12, 13, 14 and any other clauses that expressly or by implication are intended to survive termination or expiry of this *contract*, will survive termination or expiry of this *contract*. Once the Customer has ceased to be the owner of the *premises*, those clauses will terminate.

14.0 DEFINITIONS AND INTERPRETATION

14.1 Definitions

In this *contract*, unless otherwise defined, italicised and/or capitalised words and phrases have the meaning given to them in this clause 14.1, or if no definition appears in this clause 14.1, in the *Rules* and relevant *energy laws*.

- (1) **accreditation scheme** means the Scheme for the Accreditation of Service Providers made in accordance with the *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW), administered by NSW Climate and Energy Action.
- (2) **Accredited Service Provider** or **ASP** means:
 - (a) in the case of work in New South Wales, a person accredited under the *accreditation scheme* in NSW; or
 - (b) in the case of work in Queensland, a person with equivalent qualifications to those required under the *accreditation scheme* in NSW and who holds a licence under the *Electrical Safety Act 2002* (QLD) and associated regulations.

- (3) **AEMO** means the Australian Energy Market Operator.
- (4) **AER** means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth).
- (5) **Alternative Control Services** means services classified as “alternative control services” in the AER’s New South Wales Distribution Determination for Essential Energy current at the time (i) which are customer specific or customer requested services and (ii) which, in the opinion of Essential Energy, are required in order for Essential Energy to provide customer *connection services* or to enable the *contestable works* to be carried out.
- (6) **Ancillary Network Services** means services determined by the AER to be “ancillary network services” performed by Essential Energy on an ‘as needed’ basis to facilitate the provision of contestable *connection services* by an *Accredited Service Provider*. A complete schedule of Essential Energy’s *Ancillary Network Services* and related fees is available on our website www.essentialenergy.com.au.
- (7) **augmentation** of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity.
- (8) **Authorisation** means an authorisation issued by Essential Energy to an *Accredited Service Provider* allowing that *Accredited Service Provider* to work on or near Essential Energy’s *distribution network*.
- (9) **Authority** means any:
- (a) government, government department or government agency;
 - (b) governmental, semi-governmental or judicial person; or
 - (c) other person (autonomous or not) who is charged with the administration of a *law*.
- (10) **basic connection service(s)** has the meaning set out in Chapter 5A of the *rules* and in this *contract* specifically means a new *connection* or connection alteration to permit connection to our low voltage *distribution system* at the *connection point* that requires minimal or no network *augmentation* or *extension*.
- (11) **Certificate of Compliance for Electrical Work (CCEW)** means a NSW Government certificate that is used to show that any work, installations or tests have met safety regulations and standards.
- (12) **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 the *Model Standing Offer*;
 - (b) by statute;
 - (c) in tort for negligence or otherwise, including negligent misrepresentations; or
 - (d) in restitution for unjust enrichment.
- (13) **Combined System Rating** at a *connection point* for a *Solar Generating System* refers to the aggregate inverter rating of all *Solar Generating Systems* at that *connection point*.
- (14) **commission** means applying electric current to any electricity power lines (including overhead and underground lines) or associated equipment or electricity structures that form part of the *Customer Works* and Essential Energy’s *distribution system*; and commissioning and commissioned have corresponding meanings.
- (15) **compliance schedule** means the compliance schedule detailed in the Intent to Connect raised by the *electrical professional* for administration of the works.
- (16) **connection** means a physical link between a *distribution system* and the *premises* to allow the flow of electricity and **connect** has a corresponding meaning.

- (17) **connection applicant** means, in the context of the *Model Standing Offer*, the person who lodged the *connection application* and to whom the *connection offer* is made (who may be a different person to the Customer).
- (18) **connection application** means an application for a new connection or connection alteration submitted to Essential Energy via Essential Energy's '*Essential Connections Portal*'.
- (19) **connection assets** means those components of the *distribution system* used to provide standard *connection services*.
- (20) **Connection Charges** means the charges payable by the Customer in consideration for the provision of standard *connection services* by Essential Energy under this *contract*.
- (21) **connection offer** means the written offer by Essential Energy to enter this *contract*.
- (22) **connection point or point of supply** means the junction of Essential Energy's conductors with the *electrical installation* at the *premises* as specified in the *connection application*.
- (23) **connection policy** means the document entitled "Essential Energy Connection Policy CEOP2513.06" (as amended from time to time with the *AER*'s approval), available on Essential Energy's website.
- (24) **connection service** means either or both of the following to be provided by Essential Energy:
- (a) a service relating to a new *connection* for the *premises*;
 - (b) a service relating to a connection alteration for the *premises*,
- but, to avoid doubt, does not include a service of providing, installing or maintaining a metering installation for the *premises*.
- (25) **Connective system** means the system or platform operated by Essential Energy that enables the communication and control of Generating Systems.
- (26) **contestable works** has the meaning given to it in the *energy laws*.
- (27) **contract** means the contract formed by acceptance of the *Model Standing Offer*, which includes this document and the documents and information listed in clause 1.3.
- (28) **customer connection contract** means:
- (a) for a connection alteration: the existing negotiated contract or if the customer does not have one, the applicable *deemed connection contract* for the supply of customer *connection services* associated with the flow of electricity to the *premises*.
 - (b) for a new *connection*: the applicable *deemed connection contract* for the supply of customer *connection services* associated with the flow of electricity to the *premises*.
- (29) **Customer Works** means the works which are to be carried out by the Customer (or its *electrical professionals*).
- (30) **CSIP-AUS** means the Common Smart Inverter Profile Australia, SA TS 5573:2025, published by Standards Australia Limited on 27 June 2025 and as amended from time to time or if superseded, the document(s) listed by Standards Australia as superseding SA TS 5573:2025.
- (31) **deemed connection contract** means a *customer connection contract* that is taken to be entered into under section 67(a) or 67(b) of the National Energy Retail Law and published by us from time to time.
- (32) **Defect** means any defect, non-conformance, matter or thing (including omissions) in relation to any *Customer Works* constructed or installed by the Customer's *L2 ASP* or relevant *electrical professional*, that in Essential Energy's reasonable opinion, will or is likely to:
- (a) cause the *electrical installation* to be unsafe;

- (b) cause damage to Essential Energy's *distribution system* or another customer's *electrical installation* or equipment; or
 - (c) cause or constitute a breach of the obligations, standards, undertakings or warranties in this *contract*.
- (33) **Distribution Licence** means the distributor's licence granted to Essential Energy pursuant to section 14 of the *Electricity Supply Act 1995* (NSW), as varied from time to time.
- (34) **distribution network** means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customers (excluding *Transferable Connection Assets*), and for the purpose of this *contract* means Essential Energy's *distribution network*.
- (35) **distribution system** means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customers and includes any *Transferable Connection Assets*, and for the purpose of this *contract* means Essential Energy's *distribution system*.
- (36) **electrical installation** has the meaning it is given in the *Gas and Electricity (Consumer Safety) Act 2017* (NSW) and means the electrical wiring and associated equipment that is used to convey and control the conveyance of electricity within the *premises* to which electricity is supplied from a *distribution system* but does not include Essential Energy's *Transferable Connection Assets* or anything connected to and extending or situated beyond an electrical outlet socket.
- (37) **electrical professional** means a licensed electrical contractor or a *L2 ASP* or both as the context requires.
- (38) **electrical wiring work** means the actual physical work of installing, repairing, altering, removing or adding to an *electrical installation* or the supervising of that work.
- (39) **embedded generator** means a person that owns, controls or operates an *embedded generating unit*.
- (40) **embedded generating unit** means a unit that generates electricity at a customer's *premises* and is connected to our *distribution system*.
- (41) **Emergency Backstop Requirements** means the requirements applicable to a *Specified Solar Generating System* under clause **5.1 (Emergency Backstop Requirements)**.
- (42) **energise** means the application of electrical current to the *Transferable Connection Assets* and **energisation** has a corresponding meaning.
- (43) **energy laws** includes the National Energy Retail Law applying under the *National Energy Retail Law (Adoption) Act 2012* (NSW), the National Electricity Law applying under the *National Electricity (New South Wales) Act 1997* (NSW), the *Electricity Supply Act 1995* (NSW), the *Gas and Electricity (Consumer Safety) Act 2017* (NSW), the *Rules* and all rules, regulations, instruments and plans made under or to comply with those Acts.
- (44) **Essential Connections Portal** means Essential Energy's on-line *Essential Connections Portal* available at <https://essentialenergy-au.my.site.com/essentialconnectionsportal/s/>.
- (45) **Exempt Solar Generating System** means:
- (a) a *Solar Generating System* that formed part of a *connection application* that was approved prior to 30 June 2026;
 - (b) a *Solar Generating System* identified in the applicable *Schedule of Site-Specific Conditions* as an *Exempt Solar Generating System* for the purposes of this *contract*.
 - (c) a *Solar Generating System* that formed part of a *connection application* that involved a like-for-like replacement of an existing inverter that had failed, and where the replacement is made under a manufacturer warranty and the system being replaced was not previously a *Specified Solar Generating System*;

- (d) *Solar Generating System* that formed part of a connection application for the relocation of an inverter of an existing *Solar Generating System* to another location within the same *premises*;
 - (e) *Solar Generating System* where the applicable *connection point* has a *Combined System Rating* of less than or equal to 30 kW, where the *Solar Generating System* cannot practicably be connected to the Utility Server via the internet, and the *premises* of the *Solar Generating System* has a *Static Export Limit*;
 - (f) a *Solar Generating System* with a *Combined System Rating* of 200 kW or greater that is otherwise controlled via means authorised by AEMO; or
 - (g) a *Solar Generating System* in an embedded network.
- (46) **expedited application** means a *connection application* made in accordance with an *expedited connection application* in accordance with rule 5A.F.3 of the *Rules*.
- (47) **expedited connection** refers to the process set out in rule 5A.F.3 of the *Rules*.
- (48) **extension** is an *augmentation* that requires the provision of a power line (including a service main) outside the present boundaries of Essential Energy's *distribution system*.
- (49) **Firm Export Allowance** means the minimum export allowance, if any, specified by Essential Energy for a *connection* and recorded in the *Schedule of Site-Specific Conditions*, being the amount of electricity the *embedded generating unit* may export when operating under a *Static Export Limit* or fallback/default export arrangement, which is generally 1.5 kW per *connection point*.
- (50) **Flexible Export Limit** means the export limit applicable under a Flexible Export Arrangement, which may increase or decrease from time to time within the approved operating range specified in the *Schedule of Site-Specific Conditions*.
- (51) **Intent to Connect case** means the 'case' raised by the Customer's *electrical professional* in Essential Energy's *Essential Connections Portal*.
- (52) **L2 ASP** means Level 2 Accredited Service Provider.
- (53) **Law** means:
- (a) Commonwealth, State, local or other government legislation, regulations, bylaws 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 a party is required to comply,
- and includes the *energy laws*.
- (54) **Loss** means all damages, costs, losses, expenses, *claims* and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.
- (55) **micro embedded generating connection** means a *connection* between a *micro embedded generating unit* and a *distribution system* as per Australian/New Zealand Standard AS/NZS 4777.2 – Grid connection of energy systems via inverters, Part 2: Inverter requirements.
- (56) **micro embedded generating unit** means an *embedded generating unit* as per Australian/New Zealand Standard AS/NZS 4777.2 – Grid connection of energy systems via inverters, Part 2: Inverter requirements.

- (57) **Model Standing Offer** means the terms and conditions set out in this *Model Standing Offer* (as defined under Chapter 5A of the *rules*) to provide standard *connection services*.
- (58) **Notification of Service Works (NOSW)** means a formal notice to the distributor by an *ASP* advising that contestable service work has been carried out.
- (59) **other land** means private land other than the *premises*.
- (60) **preconditions** means the preconditions set out at clause 7.2.
- (61) **premises** includes any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters and for the purposes of this document, means the premises referred to in the *connection application*.
- (62) **premises connection assets** mean the components of our *distribution system* through which we provide electricity to individual *premises*. The components of the customer's *electrical installation* are not *premises connection assets*.
- (63) **Rules** mean the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.
- (64) **Schedule of Site-Specific Conditions** means the Schedule to the *Model Standing Offer* and the *connection offer* outlining any conditions or requirements specific to this installation/connection.
- (65) **service mains** mean overhead conductors or underground cables between the point of common coupling on our *distribution network* and the *connection point* at the *premises*. Service mains are installed by *L2 ASP* at the Customer's cost but after *energisation* they are owned, controlled and maintained by Essential Energy.
- (66) **Shared Asset Pioneer Scheme** means the scheme providing for customers who connect to a part of the network funded by another customer to reimburse the pioneer customer(s) in certain circumstances, as set out in Essential Energy's *connection policy*.
- (67) **Solar Generating System** has the meaning given in the *Distribution Licence* from time to time and as at the date of this *Model Standing Offer* means a system connected to the electricity network that uses solar photovoltaic technology to generate electricity and includes solar panels and an inverter, and is capable of generating and/or exporting electricity to the grid, and includes a *Solar Generating System* which has been subject to a connection alteration.
- (68) **Specified Solar Generating System** means a *Solar Generating System* that is not an Exempt Solar Generating System.
- (69) **Standard Export Service** means the usual export services offered to customers under either a Basic or Standard Connection Agreement.
- (70) **Static Export Limit** means the fixed maximum amount of electricity that may be exported from an *embedded generating unit* to the *distribution system* at the *connection point*, as specified in the *Schedule of Site-Specific Conditions*. Unless otherwise specified, the *Static Export Limit* is equal to the *Firm Export Allowance*.
- (71) **Transferable Connection Assets** means the *connection assets* to be installed by the Customer and to be transferred to Essential Energy in accordance with this *contract*.

14.2 Interpretation

- (1) If a definition appearing in this *contract* is inconsistent with the definition applying under an *energy law*, the definition in the *energy law* will prevail to the extent of any inconsistency.



- (2) To avoid doubt which might otherwise arise because of inconsistencies between terminology in the *energy laws* and the Service and Installation Rules of New South Wales, the following conventions are used when referring to a *connection point*:
- (a) *connection point* in the Service and Installation Rules of New South Wales is known as the *point of supply*; and
 - (b) *connection point* and *point of supply* are taken to have the same meaning.
- (3) Unless stated to the contrary:
- (a) words importing the singular include the plural and vice versa; and any gender includes the other genders;
 - (b) a reference to a person includes a natural person, firm, unincorporated association, corporation and a government statutory body or *Authority*;
 - (c) a reference to a person includes its legal and personal representatives, successors and assigns;
 - (d) a reference to legislation, a statute, ordinance, code or other *law* includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (e) a reference to a policy document or other publication of Essential Energy includes a reference to those documents as amended or replaced from time to time;
 - (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
 - (g) ‘includes’ in any form is not a word of limitation; and
 - (h) headings are for convenience only and do not affect interpretation.