



Company Policy: Model Standing Offer - Standard Connection

CECP2583

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1.0 INTRODUCTION

1.1 Connection offer process

After Essential Energy has received a connection application and has assessed it, it will provide a connection offer, which is an offer to provide connection services for the premises identified in the connection application on the terms set out in this Model Standing Offer.

1.2 Purpose of this Model Standing Offer

This document is Essential Energy's Model Standing Offer to provide standard connection services where a Customer or their representative is the connection applicant and seeks a connection for load and/or a small EG connection, where the connection requires augmentation or extension of the distribution network.

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

1.3 Parties to the contract

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".

(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).

1.4 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 energised. 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 3.1 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 PRELIMINARY PROVISIONS

2.1 Scope of Model Standing Offer

(1) This Model Standing Offer sets out the terms and conditions on which:

- (a) the Customer must engage its own Accredited Service Provider(s) to design and construct the Customer Works; and
- (b) Essential Energy will provide the standard connection services to the Customer.



- (2) The Customer must pay or ensure its Accredited Service Providers pay the applicable connection charges to Essential Energy in consideration for Essential Energy providing the standard connection service to the Customer.

2.2 Contract documents

The contract consists 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;
- (4) to the extent applicable, the conditions detailed in the Certified Design; and
- (5) any Schedule of Site-Specific Conditions.

3.0 CONTRACT TERM

3.1 Commencement of contract

Subject to clause 3.2, 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 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 document to Essential Energy within forty-five (45) business days of the date that we made the offer, this contract will not commence,

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

3.2 Termination of contract

- (1) This contract:
 - (a) may be terminated by us if we form 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, with effect from the date that we specify in the written notice to the Customer;
 - (b) will end if the Customer and we enter into another agreement in relation to the same, or similar type of connection, for the same premises, when that new contract becomes effective;
 - (c) may be terminated by us with effect from the date we specify in written notice to the Customer, if the Customer breaches this contract and does 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;
 - (d) may be terminated by Essential Energy by written notice if any of the following circumstances or events occurs:
 - (i) no Design has been submitted by the Customer (or its L3 ASP) for certification within twelve (12) months from the Contract Commencement Date, except where a Design Information

Pack has been issued by us within that time period, and the DIP Expiry Date has not yet been reached;

- (ii) the Certified Design has expired (in accordance with clause 7.6) and no new Design has been submitted by the Customer (or its L3 ASP) for certification within twenty-eight (28) days of the Design Expiry Date; or
 - (iii) Essential Energy (or the Customer's L1 ASP) has notified the Customer and the Customer's L3 ASP, post-certification, that the Certified Design contains errors and/or omissions and must be revised and resubmitted for re-certification in accordance with clause 7.5, but no revised Design has been submitted within the required timeframe; or
- (e) will end upon expiry of the Asset Warranty Period.
- (2) If this contract ends before the Customer Works are completed and commissioned, Essential Energy may, acting reasonably, disconnect, dismantle, decommission and remove any of Essential Energy's distribution network assets from the premises. In such event, Essential Energy will:
- (a) calculate the costs it has incurred to date under this contract and will incur to disconnect, dismantle, decommission and remove any of the distribution network assets from the premises (including the costs of accessing land, where relevant) and undertake, complete and commission all other work which Essential Energy reasonably determines is necessary to allow the distribution system to operate in accordance with Good Electricity Industry Practice and other requirements under applicable Laws; and
 - (b) render the Customer an invoice setting out the total costs and expenses incurred or to be incurred by Essential Energy under this clause 3.2(2) and which must be paid by the Customer in accordance with this contract.

3.3 Continuing obligations and vacation of premises

As set out in clause 18.3, numerous obligations in this contract survive termination of this contract. Many of these obligations largely relate to the technical and safety parameters (and Schedule of Site-Specific Conditions as applicable) that apply to the ongoing operation of the connection at the premises.

If the Customer vacates the premises, the Customer must use all reasonable endeavours to make the incoming occupant at the premises aware of those technical and safety parameters.

4.0 PROVISION OF STANDARD CONNECTION SERVICES

4.1 Essential Energy's standard connection services

- (1) Essential Energy will provide standard connection services including those required for small EG connections, where required, on the terms and conditions set out in this contract.

4.2 Timing for provision of standard connection services

- (1) The timing of the Customer's connection is dependent on when:
- (a) the Customer's Accredited Service Providers complete the design and construction/installation of the Transferable Connection Assets;
 - (b) any required Land Interest has been registered or finalised;
 - (c) the Customer's Accredited Service Providers or Essential Energy complete the augmentation works; and
 - (d) the Customer's L1 ASP submits the Constructor's Request for Commissioning at completion of the Customer Works.



(2) The Customer acknowledges and agrees that:

- (a) the timely progression and completion of the standard connection service requested by the Customer depends upon the Customer's Accredited Service Provider(s); and
- (b) accordingly, Essential Energy does not control, nor does Essential Energy make any representation as to, or accept any responsibility for, the time taken by the Customer's Accredited Service Providers in carrying out any works in connection with the Customer's requested standard connection service.

(3) It is the Customer's responsibility to agree timeframes for commencing and completing the standard connection service with the Customer's Accredited Service Provider(s).

4.3 Essential Energy determines the particulars of the connection

(1) Connection capacity

- (a) The maximum capacity of the connection (or connections) and the maximum current that may be drawn from the distribution system are as stipulated in the connection offer.
- (b) Essential Energy takes into consideration the capacity applied for in the connection application but is not obliged to agree to the capacity applied for.
- (c) Essential Energy may assess a different maximum capacity to the capacity applied for in a connection application as appropriate to ensure a safe and reliable supply of electricity to the premises.

(2) Review of load and reduction of maximum 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) Maximum capacity of connection must not be exceeded

- (a) The maximum capacity of a small EG connection and the maximum amount of electricity that may be exported into the distribution system is as per the connection application under Total Embedded Generation proposed to be connected, unless a different value is specified in the

connection offer or Schedule of Site-Specific Conditions, in which case that value will be the maximum capacity of the connection.

- (b) If the connection exceeds the maximum import or export capacity at the premises, then Essential Energy may require the Customer to either:
 - (i) remediate the connection to within the agreed limit (eg, by a load limiting device and/or export limiting device); or
 - (ii) enter into a new connection agreement for increased maximum capacity or demand.

(5) 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 as such 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 as such in the connection application unless Essential Energy stipulates a different point of common coupling in the connection offer.

(6) 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.

(7) Satisfaction of Emergency Backstop Requirements

- (a) For a connection application involving the establishment of a new connection or a connection alteration for a Specified Solar Generating System to be approved, the Emergency Backstop Requirements must be capable of being satisfied.
- (b) The Emergency Backstop Requirements, being requirements of the AEMO that are set out in Essential Energy's Distribution Licence, function as a last-resort, safety measure to remotely turn down or switch off rooftop solar systems during periods of electricity grid instability. This reduces the possibility of widespread power outages, affecting electricity supply from the distribution system.

4.4 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;
 - (b) will be detailed in the Design Information Pack associated with this connection;
 - (c) may be entered on a register including, where relevant, the Distributed Energy Resources (DER) register; and
 - (d) will be taken to form part of this contract.

4.5 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.

4.6 Standard Export Service

For eligible small EG 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 small EG 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.

4.7 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 4.8; and
- (3) The Specified Solar Generating System is capable of being remotely interrupted or curtailed by Essential Energy in the circumstances specified in clause 4.8.

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.



4.8 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.

4.9 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 4.8, 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.

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:
- (3) 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 Connective System via the internet; or

- (4) 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.

4.10 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.

5.0 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.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

6.0 OBLIGATIONS REGARDING CONTESTABLE WORKS

- (1) The Electricity Supply Act 1995 (NSW) gives electricity customers the right to choose who carries out the work required for a new connection or a connection alteration, as such work in New South Wales is contestable.
- (2) Unless we notify the Customer in writing that we must perform any part of the augmentation works, the Customer must engage appropriately qualified electrical professionals who hold current Authorisations to perform the works required to be undertaken by or on behalf of the Customer under this contract, which may include:
 - (a) preparing design documentation and plans for the design of the Customer's connection, to be undertaken by a L3 ASP;
 - (b) constructing the Customer's electrical installation and ensuring that the Customer's connection and its impact on the distribution network remain safe and reliable, to be undertaken by a L1 ASP; and
 - (c) installing and connecting the premises connection assets, to be undertaken by a L2 ASP in accordance with the Service and Installation Rules of NSW,(the Contestable Works).
- (3) The Customer and its ASPs are responsible for ensuring appropriate ASPs are engaged at appropriate times to allow the Contestable Works to progress in the manner contemplated by this Model Standing Offer.
- (4) The Customer must notify Essential Energy of the identity of the Customer's ASPs as soon as practicable after they have been selected. If the Customer engages another ASP or changes an ASP, it must notify Essential Energy as soon as practicable of the identity of the new ASP and state whether such ASP is an additional or replacement ASP.
- (5) The Customer and the Customer's ASPs will determine what Transferable Connection Assets are required for the connection.
- (6) The Customer must ensure that the Contestable Works carried out to enable the connection comply with the technical and safety requirements of this contract and with Essential Energy's procedure document titled "CEOP2015 General Terms and Conditions for Contestable Work".
- (7) The fees and charges for the contestable services and premises connection assets are payable by the Customer directly to their electrical professional and are not covered by the connection charges payable under this contract.

6.1 Work Health and Safety obligations

- (1) The Customer must, in carrying out its obligations under this contract, comply with all applicable Laws relating to work health and safety.



- (2) The Customer must ensure that any person engaged by the Customer as required by clause 6.0 and the terms of this contract, complies with all applicable Laws relating to work health and safety.

6.2 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 small EG 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 situations where the small EG unit maintains a supply to the distribution system after the distribution system has been de-energised. This may include but is not limited to, installing anti-islanding relays.
- (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 small EG unit is commissioned at the connection point, either as a result of a new small EG unit being installed or an existing small EG unit being modified;
 - (b) a small EG unit is modified at the connection point such that any of the DER Register Information about that small EG unit changes; and/or
 - (c) a small EG 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 6.2(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'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- Grid connection of energy systems via inverters, Part2: Inverter requirements.
- (10) 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.
- (11) Any alteration to the Customer's inverter settings required under clause 4.7 may impact upon the export limits applicable to the Customer's connection service. The notice to the Customer provided under subclause 4.7 will include an explanation of the likely impact on the Customer's export limits.
- (12) 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) CEOP2513.06 Essential Energy Connection Policy – Connection Charges
- (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
- (s) Essential Energy's Electrical Safety Rules, Codes of Practice and Procedures for work on or near Electrical Apparatus

6.3 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 4.4.
- (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>.

7.0 PREPARATION AND APPROVAL OF DESIGN

7.1 Request for Design Information

- (1) Customer must submit a request for Design Information within one hundred and eighty (180) days of the Contract Commencement Date and must include:
 - (a) an Electrical Concept Plan prepared in accordance with Essential Energy's Design Requirements, and such other matters as Essential Energy may require the Customer to address in the Electrical Concept Plan in relation to the standard connection service sought;
 - (b) the general design and scope of the Customer's connection, supported by concept drawings, which must satisfy the requirements set out in Essential Energy's document titled "CEOP2015 General Terms and Conditions for Contestable Work" and include any required details of the Customer Works, proposed number of lots, local council development approval and Subdivision staging plans; and



- (c) equipment to be installed as part of the standard connection service, including any equipment required for the Customer Works.
- (2) The Customer must, as soon as practicable, provide Essential Energy with such information as Essential Energy may request for the purposes of assessing the request for Design Information.

7.2 Design Information Pack

- (1) Essential Energy will use its best endeavours to issue a Design Information Pack within fifteen (15) business days, or within such period as otherwise agreed with the requestor, of receiving a complete request for Design Information under clause 7.1.
- (2) To the maximum extent permitted by law, Essential Energy makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of the Design Information provided in the Design Information Pack or via the Network Information Portal.
- (3) The Customer will conduct its own review of the Design Information Pack, including attending the premises and/or ensuring the Customer's L3 ASP preparing the Design attends the premises to make physical observations, in order to satisfy itself as to the accuracy and completeness of the Design Information for the purposes of enabling the Customer's L3 ASP to prepare the Design for the Customer's connection.
- (4) The Design Information Pack will be current for one hundred and eighty (180) days after the date of issue (DIP Expiry Date).

7.3 Preparation and submission of the Design

- (1) The Customer must ensure that:
 - (a) the Customer's L3 ASP:
 - (i) prepares the Design in accordance with the Design Information Pack and Essential Energy's Design Requirements; and
 - (ii) submits a Designer's Safety Report demonstrating the design complies with all applicable safety standards; and
 - (iii) prepares the Environmental documentation for the project.
 - (b) the Design is submitted, complete with all required supporting documentation, to Essential Energy for certification.
- (2) The Customer must submit a complete Design for certification by the DIP Expiry Date.

7.4 Review and certification of Design

- (1) Essential Energy will review the Design and may, in Essential Energy's absolute discretion:
 - (a) certify the Design and associated Design Documentation as the Certified Design; or
 - (b) reject the Design by advising the L3 ASP that the Design is not eligible for certification and make a request for further information.
- (2) Any request for further information issued under clause 7.4(1)(b) will include written reasons for Essential Energy's rejection of the Design and may suggest amendments that would facilitate Essential Energy's approval of the amended Design. To the maximum extent permitted by law, Essential Energy makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of any suggested amendments.
- (3) If the Customer or its L3 ASP receives such request for further information, the Customer must ensure that the Customer's L3 ASP promptly submits a revised Design to Essential Energy for review and

certification (and in any event, prior to the DIP Expiry Date), and the provisions of clause 7.4 will apply to any revised Design submitted to Essential Energy.

- (4) Essential Energy will formally notify the Customer and its L3 ASP when a Design has been certified (and becomes a Certified Design).
- (5) Only documents referred to, incorporated in, or otherwise attached to a Design at the time of its certification under 5.4(1)(a) form part of the Certified Design.
- (6) If Essential Energy has not issued the Certified Design before the DIP Expiry Date, the Customer must re-commence the process for certification under clause 7.1.
- (7) The DIP Expiry Date may, where appropriate, be extended, upon request by the Customer, provided such request is made prior to the initial DIP Expiry Date.

7.5 Revision of Certified Design post-certification

- (1) If, at any time before or during construction of the Customer Works, Essential Energy or the Customer's L1 ASP, acting reasonably, identifies errors and/or omissions in the Certified Design which require such Certified Design to be revised:
 - (a) the discovering party must notify in writing all other relevant stakeholders that the Certified Design is deficient and requires modification and, where practicable, identify the relevant errors and/or omissions that require rectification; and
 - (b) the Customer must ensure that it (i) revises the Certified Design as directed by Essential Energy, and (ii) submits the complete revised Design to Essential Energy for re-certification, within twenty-eight (28) days of the date of the notice issued under clause 7.5(1)(a).
- (2) The parties will discuss and endeavour to minimise any interruption or suspension arising from the re-certification of the revised Design.
- (3) Essential Energy will not be liable for any costs or expenses incurred by the Customer or its ASPs in connection with any amendment or revision of the Certified Design required under this clause 7.5.

7.6 Expiry of Certified Design

- (1) The Certified Design will expire:
 - (a) if the Customer fails to submit a complete revised Design to Essential Energy for re-certification in accordance with clause 7.5(1)(b); or
 - (b) if the Customer has not commenced construction of the Customer Works at the premises within one hundred and eighty (180) days after the date on which Essential Energy notifies the Customer that the Design has been certified or recertified, as the case may be (the Design Expiry Date),in which case, the Customer must not commence or continue any Customer Works without first issuing a new request for Design Information, obtaining a new Design Information Pack and submitting a new Design for certification by Essential Energy in accordance with this contract.
- (2) Essential Energy will not be liable for any costs or expenses incurred by the Customer or its ASPs in connection with the expiry of the Certified Design under this clause 7.6.

7.7 No assessment as to the constructability of the design

- (1) For the avoidance of doubt, in this contract, the term "certification" means the process by which Essential Energy certifies that the Design (or the revised Design, where a re-certification is required under clause 7.5) complies with Essential Energy's Connection Standards and Design Requirements,

but in no event means an assessment or confirmation by Essential Energy of the constructability of any such Design.

- (2) The Customer remains responsible for the design of the Customer's connection and, as a result, must ensure that the Design is constructible to Essential Energy's Connection Standards and Design Requirements, including by considering any relevant factors (such as site-specific or environmental conditions).

8.0 UNDERTAKING OF CUSTOMER WORKS

8.1 Commencement of the Customer Works

- (1) The Customer or its ASP must give Essential Energy at least five (5) business days and no more than fifteen (15) business days' written notice of its intention to commence the Customer Works.
- (2) The Customer must not commence the Customer Works unless:
 - (a) Essential Energy has issued a Certified Design;
 - (b) any Land Interests have been finalised or registered in accordance with clause 10; and
 - (c) the Customer or the Customer's L1 ASP has notified Essential Energy in writing of its intent to commence the Customer Works in accordance with clause 8.1(1).

8.2 Project Start-up Meetings

- (1) The Customer must ensure that the Customer's L1 ASP, and if requested by Essential Energy, the Customer's L3 ASP, attend a meeting with Essential Energy (Start-up Meeting) within ten (10) business days of the date on which the requirements set out in clause 8.1 have been satisfied.
- (2) At the Start-up Meeting, the parties will seek to coordinate the program for the construction of the Customer Works and to agree on the program and details to be included in the Compliance Schedule and the Schedule of Key Dates.
- (3) The Customer must ensure that the Customer's L3 ASP is involved throughout the construction of the Customer Works to resolve any design errors or omissions that may arise.

8.3 Compliance Schedule and Schedule of Key Dates

- (1) Without limiting any other clauses of this contract, the Customer must ensure that the Customer's L1 ASP submits a complete Schedule of Key Dates and Compliance Schedule to Essential Energy no later than five (5) business days after the Start-up Meeting.
- (2) The Compliance Schedule and the Schedule of Key Dates must be in such form and include such detail as agreed between the parties at the Start-up Meeting and as Essential Energy reasonably requires.
- (3) Before or during construction of the Customer Works, the Schedule of Key Dates and/or the Compliance Schedule may be amended from time to time by agreement between the Customer's L1 ASP and Essential Energy.

8.4 Construction of the Customer Works

- (1) The Customer's L1 ASP must carry out the Customer Works in accordance with the Compliance Schedule and the Schedule of Key Dates.
- (2) The Customer must:
 - (a) ensure that the Customer Works are constructed in accordance with the Certified Design, Essential Energy's Connection Standards, Good Industry Practice, requirements of all Laws and all other requirements of this contract;



- (b) ensure that the Customer Works are fit for the purpose of Essential Energy providing the standard connection services from Essential Energy's distribution system; and
- (c) use only Approved Materials in the execution of the Customer Works.

8.5 Inspection Hold Points and Testing requirements

- (1) At the Start-up Meeting, the Customer's L1 ASP and Essential Energy will agree to key Inspection Hold Points and Testing requirements. Those Inspection Hold Points and Testing requirements will be included in the Schedule of Key Dates.
- (2) The Customer must ensure its L1 ASP gives Essential Energy at least five (5) business days' written notice if it cannot meet an Inspection Hold Point and updates the Schedule of Key Dates accordingly.
- (3) When the Customer's L1 ASP considers it has achieved an Inspection Hold Point, the Customer must ensure the Customer's L1 ASP:
 - (a) notifies Essential Energy of the Inspection Hold Point it has achieved;
 - (b) provides Essential Energy with details of when the Customer's L1 ASP will perform any applicable construction tests or pre-commissioning procedures applicable to the Inspection Hold Point; and
 - (c) does not cover up or make inaccessible any of the works undertaken by the Customer's Accredited Service Providers or electrical contractors (or, if the Inspection Hold Point relates to part only of those works, cover up or make inaccessible that part of those works) until Essential Energy has inspected them.

8.6 Essential Energy-funded assets works

- (1) L1 ASP may be requested to perform Essential Energy-funded assets works

The Customer acknowledges and agrees that Essential Energy may, in accordance with its policies and procedures, request the Customer's L1 ASP to construct Essential Energy-funded assets referred to in the Certified Design for Essential Energy's offered price, including where for reasons of economic efficiency, Essential Energy has decided to fund the installation of certain Essential Energy-funded assets at the time the Transferable Connection Assets are installed.

- (2) Acknowledgements regarding Essential Energy-funded assets
 - (a) The Customer acknowledges that:
 - (i) the Customer's L1 ASP is not obliged to install the Essential Energy-funded assets but may agree with Essential Energy to do so; and
 - (ii) Essential Energy has a duty to ensure that the price it pays for the Essential Energy-funded assets is reasonable and if the Customer's L1 ASP offers to install them for a price higher than Essential Energy's offered price, Essential Energy may reject the Customer's L1 ASP's offer.
 - (b) The Customer further acknowledges and agrees that if the Customer's L1 ASP does construct the Essential Energy-funded assets:
 - (i) the Customer's L1 ASP will submit payment claims directly to Essential Energy for all work in connection with the Essential Energy-funded assets pursuant to the L1 ASP Authorisation Agreement;
 - (ii) the Customer is not responsible for paying the Customer's L1 ASP for the Essential Energy-funded assets works and the Customer should not pay the Customer's L1 ASP for the Essential Energy-funded assets works;

- (iii) Essential Energy will not be liable for any payment made by the Customer to the Customer's L1 ASP in respect of any Essential Energy-funded assets works; and
- (iv) if the Customer considers that the Customer's L1 ASP has or may have included in a payment claim to the Customer a claim in respect of Essential Energy-funded assets, the Customer should return the claim to the Customer's L1 ASP and inform them they should claim payment for the Essential Energy-funded assets works directly from Essential Energy in accordance with the L1 ASP Authorisation Agreement.

8.7 Inspection of Customer Works

- (1) Essential Energy may, at any time, carry out inspections for the purpose of auditing and assessing the extent to which the L1 ASPs are complying with the requirements of energy laws and Essential Energy's Connection Standards in the performance of the Customer Works.
- (2) Essential Energy does not represent or warrant that it will carry out an inspection or that any inspection carried out by Essential Energy will identify any or all faults or Defects to the Customer Works, nor that those works are free from fault or Defects if none are identified in the course of any such inspection.
- (3) The Customer remains responsible and liable for the condition of the Customer Works and all other electrical works carried out at the premises by or on behalf of the Customer.
- (4) Energy charges differential rates for inspection of the Customer Works depending upon the grading held by the L1 ASP and consequently inspection and other fees billed to the Customer (or to its L1 ASP on the Customer's behalf) will reflect the Customer's L1 ASP's grading.
- (5) Details of charges associated with inspection services (by category) are set out in the applicable Essential Energy's Ancillary Network Services price schedule available on Essential Energy's website.

8.8 Rectification of Defects pre-commissioning

- (1) Essential Energy may, at any time before commissioning, notify the Customer of:
 - (a) any Defects in relation to the Customer Works; and/or
 - (b) any items in relation to the Customer Works that must be completed before Essential Energy commences supplying electricity at the premises.
- (2) Subject to any appeal that the Customer may make refuting a Defect notified by Essential Energy, the Customer must:
 - (a) correct any minor Defects and undertake any items of work contained in the notice under clause 8.8(1) as soon as practicable, and at the latest within 7 days from the date of the notice (unless otherwise agreed by Essential Energy); or
 - (b) where a Defect is major or requires an outage to enable rectification:
 - (c) submit a rectification plan to Essential Energy within 7 days from the date of the notice under clause 8.8(1); and
 - (d) correct any Defects and undertake any items of work contained in the notice under clause 8.8(1) as soon as practicable, and at the latest within 30 days from the date of the notice (unless otherwise agreed by Essential Energy).
- (3) The Customer acknowledges and agrees that:
 - (a) no Customer Works or Essential Energy-funded assets will be energised if any material Defect has not been rectified at least ten (10) business days prior to the proposed commissioning date, and that date will be postponed;

- (b) if any material Defect is discovered within ten (10) business days prior to the proposed commissioning date, that date will also be postponed;
- (c) the Customer will be responsible for any additional costs incurred by Essential Energy associated with the Defect, such as rescheduling; and
- (d) whether or not a Defect is minor or major for the purposes of clause 8.8(2), or material for the purposes of clause 8.8(3)(a) or (b), are matters to be determined by Essential Energy in its absolute discretion.

8.9 Submission of required information and documents by L1 ASP

The Customer must ensure that its L1 ASP submits to Essential Energy all information and documents required under the Compliance Schedule, in accordance with the Schedule of Key Dates. As specified under clause 11.3(1)(c), the submission of those information and documents constitutes a precondition to the commissioning and energisation of the Customer Works (and, if applicable, the Essential Energy-funded assets).

9.0 ASP PERFORMANCE

9.1 ASP's performance of contestable services

- (1) The Customer acknowledges and agrees that where a provision of this contract refers to a requirement that will be discharged by the Customer's ASPs on the Customer's behalf, the Customer is obliged to ensure that they comply with such requirement.
- (2) The Customer's L1 ASP is party to an L1 ASP Authorisation Agreement with Essential Energy, which obliges the L1 ASP to comply with Essential Energy's requirements in regard to the construction and installation of works relating to contestable connection services.
- (3) If the Customer does retain the Customer's L1 ASP to act as the Customer's agent for the purposes of this contract, the acts of the L1 ASP will be the Customer's acts and any breach by the L1 ASP of the Customer's obligations under this contract may lead to Essential Energy terminating the contract or withholding connection services in accordance with rule 5A.F.6 of the rules and, as a result, the date for connection may not be met.
- (4) Without limiting clauses 7.5 and 7.6, if the Customer's L3 ASP does not proceed in a prompt and/or satisfactory manner, the Customer may engage a new L3 ASP and Essential Energy will use its reasonable endeavours to support any change of L3 ASP.

9.2 Dissatisfaction with L1 ASP's performance

- (1) If Essential Energy notifies the Customer that it has reasonable cause for dissatisfaction with the Customer's L1 ASP's performance of the contestable connection services, the Customer will cooperate with Essential Energy to take whatever reasonable measures are necessary to ensure that those services are performed in accordance with Essential Energy's reasonable requirements.
- (2) The Customer will immediately order the Customer's L1 ASP to stop work if Essential Energy notifies the Customer in writing that the L1 ASP:
 - (a) has committed a serious safety breach, a serious technical breach or a serious environmental breach; or
 - (b) has failed to rectify a material Defect in any Customer Works or in the Essential Energy-funded assets.

9.3 Termination of L1 ASP appointment

- (1) The Customer acknowledges that if:
 - (a) the Customer's L1 ASP's performance referred to in clause 9.2(1) is not remedied; or
 - (b) the breach and/or material Defect referred to in clause 9.2(2) is not rectified,the safety, security and reliability of the distribution system may be at risk, and Essential Energy may terminate its L1 ASP Authorisation Agreement with the Customer's L1 ASP.
- (2) If the Customer's L1 ASP continues to undertake the Customer Works or the Essential Energy-funded assets works where the matters in clause 9.3(1) have not been rectified or remedied or where Essential Energy has terminated the L1 ASP Authorisation Agreement with the Customer's L1 ASP, Essential Energy may terminate this contract by giving ten (10) business days' notice, unless the Customer:
 - (a) engages another L1 ASP to complete the Customer Works; and
 - (b) where applicable, requests that the replacement L1 ASP agrees to perform the Essential Energy-funded assets works.
- (3) The Customer must comply with the notification requirements of clause 6.0 which apply in the event that the Customer engages another L1 ASP.
- (4) If the L1 ASP whose contract with the Customer was terminated was also engaged in constructing the Essential Energy-funded assets, Essential Energy will negotiate with the Customer's new L1 ASP concerning the cost of completing the Essential Energy-funded assets and clause 8.6 of this contract will apply.
- (5) If:
 - (a) the Customer terminates the contract with the Customer's L1 ASP other than in the circumstances described in clause 9.3(2); or
 - (b) the Customer's L1 ASP terminates its contract with the Customer, andthe L1 ASP whose contract was terminated was also engaged in constructing Essential Energy-funded assets, then Essential Energy will negotiate with the Customer's new L1 ASP concerning the cost of completing the Essential Energy-funded assets and clause 8.6 of this contract will apply.
- (6) If:
 - (a) the contract between the Customer and its L1 ASP is terminated in the circumstances described in clause 9.3(5); and
 - (b) there is any difference between the total cost for the Essential Energy-funded assets that would have been paid to the Customer's original L1 ASP and what is actually paid to the Customer's original L1 ASP and the Customer's replacement L1 ASP, the difference will be a debt due and payable by the Customer to Essential Energy.

10.0 GRANT OF LEASES, EASEMENTS OR LICENSES

10.1 Customer to secure interests in land

- (1) The Customer must, as and when required by Essential Energy, take all steps to ensure the transfer, grant, stamping (where applicable) and registration (where registrable) of any freehold interests, easements, leases, other interests in land (whether or not registrable) and/or licenses in favour of Essential Energy (Land Interests).



- (2) The Land Interests referred to in clause 10.1(1) are those which, in the opinion of Essential Energy, are required in order to accommodate any part of Essential Energy's distribution system or otherwise needed in order for Essential Energy to provide customer connection services and must be created, transferred and/or granted in favour of Essential Energy in a manner and to a standard satisfactory to Essential Energy, acting reasonably.
- (3) In complying with clause 10.1(1), the Customer must:
- (a) if a Land Interest is an easement, comply with Essential Energy's document titled "Easement Requirements CEOP8046", available on Essential Energy's website;
 - (b) comply with any reasonable requirements of Essential Energy relating to the relevant Land Interests;
 - (c) pay all costs associated with the relevant Land Interests; and
 - (d) sign, or ensure the signing of, such memoranda, consents or other documents (including a deed or agreement) reasonably required by Essential Energy to ensure that the relevant Land Interests under clause 10.1(1) are obtained.
- (4) The satisfaction of this clause 10.1 is a precondition to energisation of the Transferable Assets.

10.2 Rates and taxes

The Customer must pay all land-based rates and charges in respect of the premises, or any improvements erected on the premises and any other tax levied in connection with works carried out in connection with the standard connection service including, but not limited to, the Customer Works.

11.0 COMPLETION OF CUSTOMER WORKS

11.1 Notice of Completion of Customer Works

- (1) When the Customer considers the Customer Works have been completed (and, if applicable, the construction of the Essential Energy-funded assets by the Customer's L1 ASP is complete), the Customer must ensure its L1 ASP issues Essential Energy with a Notice of Completion.
- (2) The Customer must ensure that no further work is undertaken by the Customer's L1 ASP or other contractors once the Notice of Completion is provided to Essential Energy.

11.2 Inspection of Customer Works post Notice of Completion

Essential Energy may inspect any part of the Customer Works (including any project or design documents) in accordance with clause 8.7, at any time from the date on which a Notice of Completion is submitted by the Customer's L1 ASP, to the date which is twenty-four (24) months after that date.

11.3 Commissioning and energisation of Customer Works

- (1) Each of the following preconditions must be satisfied before the Customer Works (and, if applicable, the Essential Energy-funded assets) can be commissioned and energised:
- (a) all amounts due and payable (if any) by the Customer under this contract have been paid to Essential Energy;
 - (b) the Customer's L1 ASP has submitted:
 - (i) a Constructor's Request for Commissioning to Essential Energy; and

- (ii) a registered surveyor's advice (submitted on the surveyor company letterhead) confirming that the electrical installation has been installed within the relevant Land Interests (in accordance with clause 8);
 - (c) the Customer's L1 ASP has provided Essential Energy with any project documentation (including asset data and cable joint Test result) and construction Test certificates required in accordance with Essential Energy's procedure document titled "CEOP5125 Network Asset Testing and Commissioning", any manufacturers or trade warranties and the requirements of all applicable Laws (including energy laws);
 - (d) Essential Energy has notified the Customer in writing that any Land Interest required by Essential Energy has been provided in accordance with clause 8;
 - (e) all Defects and undertaking of any items of work contained in any notice issued by Essential Energy under clause 8.8(1) have been rectified to the reasonable satisfaction of Essential Energy;
 - (f) a Deed of Transfer has been provided by the Customer in accordance with clause 12.1;
 - (g) all the Transferable Assets Requirements have been satisfied (as set out in clause 12.2);
 - (h) for a new premises connection, the Customer must have obtained a contract with a retailer for the supply of electricity to the premises; and
 - (i) any new or replacement small EG unit that is the subject of a small EG connection service, must be compliant with, and set to, the DER Technical Standards.
- (2) Once the preconditions set out in clause 11.3(1) have been satisfied, the parties will promptly carry out all necessary and desirable actions to commission and energise the Customer Works (and, if applicable, the Essential Energy-funded assets).

11.4 Certificate of Practical Completion

Following completion of all relevant steps under clauses 11.2 and 11.3 (to the reasonable satisfaction of Essential Energy), Essential Energy will issue a Certificate of Practical Completion.

12.0 TRANSFER OF TRANSFERABLE ASSETS

12.1 Deed of Transfer

- (1) The Customer must provide Essential Energy with a Deed of Transfer duly signed by the Customer, the Customer's L3 ASP and L1 ASP to Essential Energy's satisfaction and in the form set out at the end of this Model Standing Offer, or as otherwise provided by Essential Energy, in the following situations:
- (a) at least ten (10) business days before the date of energisation of the Customer Works (and, if applicable, the Essential Energy-funded assets); and
 - (b) at any point during the term of the customer connection contract, within ten (10) business days of receiving a request from Essential Energy to do so, if a Deed of Transfer has not yet been provided by the Customer for the Transferable Assets under clause 12.1(1)(a).

12.2 Transferable Assets Requirements

The Customer must satisfy the following requirements (and ensure that these requirements are satisfied) before energisation of the Transferable Assets:

- (1) the warranties referred to in clause 12.6 have been transferred to Essential Energy, and in a form which enables Essential Energy to claim under those warranties;
- (2) all required Asset Authorisations and Land Interests in relation to the Transferable Assets are in place;



- (3) all Transferable Assets are free from encumbrances (i.e. not subject to any legal or other claim that would prevent the transfer of ownership to Essential Energy);
- (4) copies of all assessments, agreements and management plans relating to the Transferable Assets and/or the land on which they are located that have been carried out under Laws, including, without limitation, native title, cultural heritage and environmental laws, have been provided to Essential Energy;
- (5) Essential Energy has been provided with any required Design Documentation and all other documents (including drawings) and information in respect of the construction of the Customer Works relevant to the Transferable Assets; and
- (6) any other documents or items that are reasonably required by Essential Energy to enable it to access, own, install, operate, maintain, replace and remove the Transferable Assets in the same manner as for the rest of the distribution system, have been provided to Essential Energy,

(together, ***the Transferable Assets Requirements***).

12.3 Transfer of ownership upon issuance of Certificate of Practical Completion

- (1) The issuance of a Certificate of Practical Completion under clause 11.4 will be evidence of the performance of the Customer's obligations in relation to the Transferable Assets, except in respect of the following:
 - (a) the Customer's obligation to provide a Deed of Transfer under clause 12.1;
 - (b) the presence or absence of any Defects in relation to the Transferable Assets; or
 - (c) any negligence, bad faith, wilful misconduct, fraud, breach of law or failure to comply with any relevant Asset Authorisation, Land Interests or this contract.
- (2) All title in, and rights relating to, the Transferable Assets remain with the Customer until the time of issue of the Certificate of Practical Completion, at which time the risk of, and all interest, title and ownership in, the Transferable Assets will pass from the Customer to Essential Energy (at no cost to Essential Energy), and Essential Energy will be under no obligation to transfer these assets back to the Customer.
- (3) For the avoidance of doubt, a failure by the Customer to provide the Deed of Transfer to Essential Energy in accordance with clause 12.1 does not prevent the transfer of the Transferable Assets occurring under clause 12.3(2).

12.4 Responsibility for equipment

- (1) Essential Energy is responsible for the operation, ownership and maintenance of the Transferable Assets once ownership is transferred to us.
- (2) The Customer must accommodate on their premises, and protect from harm, any metering equipment and premises connection assets.
- (3) The Customer is responsible for ensuring that any future 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.

12.5 Rights of access

The Customer must provide Essential Energy, our agents, contractors and employees safe and unhindered access to the premises so that Essential Energy can fulfill its obligations under this contract, the energy laws and the terms of any relevant Land Interests.



12.6 Warranties

- (1) The Asset Warranty Period commences on the date of energisation.
- (2) During the Asset Warranty Period, the Customer warrants to Essential Energy that the Transferable Assets have been constructed in accordance with the requirements set out on this contract, all relevant Land Interests all relevant Asset Authorisations, all relevant Australian Standards, all applicable Laws and Good Electricity Industry Practice, and that the Transferable Assets are fit for their purpose.
- (3) The Customer must:
 - (a) obtain from all of its ASPs and contractors involved in the Customer Works (and if applicable, in the Essential Energy-funded assets) relevant to the Transferable Assets, and the suppliers or manufacturers of any of the materials or equipment forming part of the Transferable Assets, any warranties that would usually be provided in respect of those items; and
 - (b) ensure that any such warranties are transferred to Essential Energy in accordance with clause 12.2(1).

12.7 Rectification of Defects in relation to the Transferable Assets during Asset Warranty Period

- (1) During the Asset Warranty Period, the Customer must (at its own cost) ensure its L1 ASP, or an appropriately qualified ASP, in both cases, who holds an Authorisation, rectifies any Defects in relation to the Transferable Assets, within the rectification period directed by Essential Energy and in accordance with the rectification plan agreed between the Customer and Essential Energy and this contract.
- (2) If any material Defect is discovered during the Asset Warranty Period, Essential Energy may de-energise the premises until the Defect is rectified.
- (3) In the event of failure by the Customer or its ASP to rectify any Defect in accordance with this clause 12.7, Essential Energy will rectify the Defect and the Customer must reimburse Essential Energy for all costs and expenses incurred by Essential Energy in rectifying such Defect. In such case, Essential Energy will render an invoice to the Customer setting out the total costs and expenses incurred or to be incurred by Essential Energy under this clause 12.7.
- (4) In the event of a failure by the Customer to pay the invoice issued by Essential Energy within the required timeframe, Essential Energy may (at its discretion) draw on the bank guarantee provided by the ASP under the L1 ASP Authorisation Agreement to recover all costs and expenses incurred by Essential Energy in rectifying any Defects.

13.0 CHARGES

13.1 Connection Charges

- (1) The Customer must pay us the Connection Charges for the standard connection services provided under this contract.
- (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 under the customer connection contract for the premises.
- (4) The Connection Charges may comprise:
 - (a) the Ancillary Network Services provided by Essential Energy to the Customer under this contract; and
 - (b) 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 <https://www.essentialenergy.com.au/our-network/network-pricing-and-regulatory-reporting/network-pricing>.

- (5) We will inform the Customer if there are other charges for non-contestable connection works for us to undertake. These will be set out in the connection offer.

13.2 Contribution under the Shared Asset Pioneer Scheme

- (1) Under the Shared Asset Pioneer Scheme, if the Customer's premises is to be connected to a part of the distribution network that has been 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) Where applicable, our connection offer will state that you are required to make a contribution to one or more pioneer schemes and will specify the amounts of the required contributions.
- (3) Alternatively, the Customer may be eligible to receive a payment in the future from Essential Energy in accordance with Essential Energy's Shared Asset Pioneer Scheme where its contribution to augment the distribution network benefits future third party customers that may seek connection services from Essential Energy.
- (4) Further information about Essential Energy's Shared Asset Pioneer Scheme and the formula for calculating subsequent customers' contributions is set out in our connection policy.

13.3 Billing arrangements

- (1) Connection Charges will be billed directly to the Customer's ASPs unless we agree otherwise.
- (2) If we agree that the Customer is to be billed directly or the ASP fails to pay for the Connection Charges, the Customer is liable to pay Essential Energy directly for fees and charges in relation to the standard connection services, the Customer must pay Essential Energy using any method of payment set out in any invoice Essential Energy sends to the Customer (in accordance with the payment terms set out in that invoice). Essential Energy's payment terms are thirty (30) business days from the date of the invoice.

14.0 INTELLECTUAL PROPERTY RIGHTS

- (1) Nothing in this contract affects ownership of Intellectual Property belonging to Essential Energy, the Customer, or the Customer's Accredited Service Providers.
- (2) Essential Energy grants the Customer and the Customer's Accredited Service Providers a non-exclusive and royalty free licence to use Essential Energy Information for the purposes of developing the Certified Design and the Customer Works (and if applicable, the Essential Energy funded-assets).
- (3) The Customer:
 - (a) must only use, and must ensure the Customer's Accredited Service Providers only use, Essential Energy Information for the purpose set out in clause 14(2); and
 - (b) grants and must ensure that the Customer's Accredited Service Providers grant Essential Energy an irrevocable, royalty free, licence in perpetuity to use, reproduce and exploit all Intellectual Property in the Design, the Certified Design and any Design Documentation.

15.0 RISK AND LIABILITY

15.1 Risks accepted by the Customer

- (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 Asset 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 Assets are transferred to Essential Energy in accordance with clause 12); 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 Assets are transferred to Essential Energy in accordance with clause 12),
in accordance with applicable safety standards; and
 - (f) the risk of 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 15.1(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 15.1(1).
- (3) The Customer further acknowledges that any involvement by Essential Energy in relation to the Customer Works (including, without limitation, Essential Energy's review and certification of the Design and any inspection or 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 Assets to Essential Energy under clause 12.3(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.

15.2 Responsibility and care of the Customer Works related to the Transferable Assets

- (1) The Customer is responsible for the care of the Transferable Assets until the Transferable Assets are transferred to Essential Energy in accordance with clause 12, subject to the obligations of the Customer during the Asset Warranty Period.

- (2) The Customer must (at its cost) promptly make good any loss of or damage to the Customer Works related to the Transferable 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.
- (3) The Customer will indemnify Essential Energy for any Loss suffered by Essential Energy in relation to any Customer Works related to the Transferable Assets while the Customer is responsible for their care.

15.3 Indemnity

The Customer indemnifies Essential Energy for any Loss suffered by Essential Energy and against all liability in respect of any Claim which may be taken or made against Essential Energy

- (1) for:
 - (a) loss of, or damage to, or loss of use of, any real or personal property; or
 - (b) personal injury, disease or illness (including mental illness) to, or death of, any person,arising from or in connection with the carrying out of the Customer Works or a breach of this contract by the Customer;
- (2) that the Design, the Certified Design or any Design Documentation (or their use) infringe any Intellectual Property;
- (3) as a result of any failure by the Customer or its ASPs to comply with applicable Laws or Asset Authorisations;
- (4) in connection with:
 - (a) any Defects or faults in the Customer Works;
 - (b) the Customer's Accredited Service Provider(s) or other contractors carrying out the Customer Works, including, for the avoidance of doubt, any work relating to Essential Energy-funded assets that the Customer agrees to undertake under clause 8.6 and/or any work in respect of Defects under clause 8.8;
 - (c) the undertaking by Essential Energy of works on its distribution network, assets, plant or equipment required to enable connection services to be provided to the Customer (including to ensure it meets its system security, reliability or health and safety obligations), to the extent that such Claim arises as a direct or indirect consequence of an act or omission of the Customer or its ASP;
 - (d) any failure by the Customer to ensure that the Customer's Accredited Service Provider(s) carry out any work directed in a notice provided by Essential Energy in accordance with clause 8.8; or
 - (e) any failure by the Customer to maintain:
 - (i) the Customer Works (until the Transferable Assets are transferred to Essential Energy); or
 - (ii) at all times, the area around the Customer Works,in accordance with applicable safety standards or any failure by the Customer to comply with any safety-related corrective works required by notice from Essential Energy to be undertaken by the Customer within the specified time; and
- (5) by the Customer's Accredited Service Provider in relation to amounts payable by the Customer to the Customer's Accredited Service Provider(s) in connection with the provision of the standard connection service.

15.4 Operation of indemnities

Essential Energy may recover a payment under an indemnity in this contract before it makes any payment in respect of which the indemnity is given.

15.5 Essential Energy's liability

- (1) If the Customer has the benefit of statutory guarantees under the Competition and Consumer Act 2010 (Cth), nothing in this contract is intended to exclude, modify or restrict those guarantees. Where permitted, Essential Energy's liability for breach of those guarantees is limited to resupplying the goods or the service (or paying for the resupply).
- (2) Essential Energy's liability for loss or damage (including consequential loss) incurred by the Customer or a person making a Claim against the Customer arising out of any failure (in contract, tort, negligence or otherwise) by Essential Energy, is limited as far as the law permits to resupplying the goods or service (or paying for the resupply).
- (3) Subject to clause 15.5(1) above and otherwise to the extent permitted by law, Essential Energy is not liable under this contract for failure to supply goods or services where such failure is due to events beyond Essential Energy's control.

16.0 INFORMATION

- (1) If the Customer has any queries about the Customer's connection, please contact Essential Energy 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.

17.0 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

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

17.2 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.

18.0 GENERAL

18.1 Amending this contract

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



18.2 Governing law

The laws of New South Wales govern this contract.

18.3 Survival

Clauses 3, 4, 11, 12, 13, 15, 16, 17 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. With the exception of clause 10.3, once the Customer has ceased to be the owner of the premises, those clauses will terminate.

19.0 DEFINITIONS AND INTERPRETATION

19.1 Definitions

In this contract, unless otherwise defined, italicised and/or capitalised words and phrases have the meaning given to them in this clause 19.1, or if no definition appears in this clause 19.1, 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 Resources and Energy.
- (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) **Approved Materials** means the materials and equipment listed on Essential Energy’s approved material list entitled “CEOM7004 Materials Inventory” maintained and published by Essential Energy on its website.
- (8) **Asset Authorisation** means any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, declaration, permit, ruling, statutory required policy of insurance, authority or exemption from (and any renewal or variation of any of them), from, by or with an Authority, including any plans, strategies or protocols required to be approved and implemented under any such Authorisation, that is required in order for the Transferable Assets to be



constructed by or on behalf of the Customer, and to be owned, operated and maintained by Essential Energy on an ongoing basis as part of its distribution system.

- (9) **Asset Warranty Period** means the period that is two (2) years commencing on the date of energisation of the Customer Works under this contract.
- (10) **Augmentation of a Distribution System** means work to enlarge the system or to increase its capacity to distribute electricity.
- (11) **Augmentation Works** means the construction, testing and commissioning for an augmentation and/or an extension required for the connection.
- (12) **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.
- (13) **Authority** means any:
- (a) government, government department or government agency;
 - (b) governmental, semi-governmental or judicial person; or
 - (c) other person (whether autonomous or not) who is charged with the administration of a Law.
- (14) **Certificate of Practical Completion** means a certificate issued by Essential Energy under clause 11.4.
- (15) **Certified Design** means a design for the Customer Works which is prepared by the Customer's L3 ASP and certified by Essential Energy in accordance with this contract, and includes any amendments made by the Customer's L3 ASP and subsequently re-certified by Essential Energy, but does not include a design in relation to which Essential Energy has withdrawn certification.
- (16) **Claim** includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such Claim:
- (a) under or in connection with this Model Standing Offer;
 - (b) by statute;
 - (c) in tort for negligence or otherwise, including negligent misrepresentations; or
 - (d) in restitution for unjust enrichment.
- (17) **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.
- (18) **Compliance Schedule** means the compliance schedule agreed between the parties at the Start-up Meeting and amended from time to time by agreement between the Customer's L1 ASP and Essential Energy, in accordance with clauses 8.2 and 8.3.
- (19) **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. This includes inspections, tests, measurements and simulations carried out on primary plant or secondary systems during or subsequent to the connection of new equipment to any operational protection, control, SCADA, communication system or the HV/LV network; and commissioning and commissioned have corresponding meanings.
- (20) **Connection** means a physical link between a distribution system and the premises to allow the flow of electricity, and connect has a corresponding meaning.
- (21) **Connection Applicant** means, in the context of this Model Standing Offer, the person who lodged the connection application, to whom the connection offer is made.

- (22) **Connection Application** means an application for a new connection or connection alteration submitted to Essential Energy using Essential Energy's document titled "Application for Low Voltage Connection Form".
- (23) **Connection Assets** means those components of the distribution system used to provide standard connection services.
- (24) **Connection Charges** means the charges payable by the Customer in consideration for the provision of standard connection services by Essential Energy under this contract.
- (25) **Connection Offer** means the offer by Essential Energy to enter into this contract.
- (26) **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.
- (27) **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.
- (28) **Connective System** means the system or platform operated by Essential Energy that enables the communication and control of Generating Systems.
- (29) **Constructor's Request for Commissioning** means the request to be submitted by the Customer's L1 ASP under clause 11.3(1)(b)(i) using Essential Energy's document titled "Constructor's Request for Commissioning CEOF5125.01" available on Essential Energy's website.
- (30) **Contestable Works** has the meaning given to it in the energy laws and as set out in clause 6.0.
- (31) **Contract** means the contract formed by acceptance of this Model Standing Offer, which includes this document and the documents and information listed in clause 2.2.
- (32) **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.
- (33) **Contract Commencement Date** has the meaning given to it in clause 3.1.
- (34) **Customer Connection Contract** means one of the types of contract that are set out in section 67 of the National Energy Retail Law, as relevant for the premises.
- (35) **Customer Works** means the works required to augment or extend Essential Energy's distribution system which are to be carried out by the Customer's Accredited Service Providers.
- (36) **Deed of Transfer** means a deed signed and delivered by the Customer to Essential Energy in respect of the Transferable Assets in accordance with clause 12.1 (in a format provided by Essential Energy).
- (37) **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.
- (38) **Defect** means any defect, non-conformance, matter or thing (including omissions) in relation to any Customer Works and if applicable, any Essential Energy-funded assets constructed or installed by the Customer's L1 ASP, that in Essential Energy's reasonable opinion, will or is likely to:
- (a) cause the electrical installation to be unsafe;
 - (b) cause the electrical installation or the Transferable Connection Assets not to comply with the conditions of this contract;

- (c) cause damage to Essential Energy's distribution system or another customer's electrical installation or equipment; or
 - (d) cause or constitute a breach of the obligations, standards, undertakings or warranties in this contract.
- (39) **Design** means the design for the Customer Works prepared by the Customer's L3 ASP and includes all relevant documentation, information, and other such data that may be required by Essential Energy to consider and assess the design in accordance with clause 7.
- (40) **Design Documentation** means all design documentation (including specifications, models, calculations, material test results and drawings) in electronic and written forms which the Customer or any other person creates in respect of the Customer's connection, including the Certified Design and any Essential Energy Information incorporated into such documentation.
- (41) **Design Expiry Date** has the meaning given to it in clause 7.6(1)(b).
- (42) **Design Information** means the information and documents to be provided by Essential Energy to the Customer in order to provide the basis for preparation of the Design.
- (43) **Design Information Pack** means the compilation of Design Information and Design Requirements provided by Essential Energy to the Customer.
- (44) **Design Requirements** means Essential Energy's design specifications and criteria contained in Essential Energy's documents titled "CEOM7001 - Asset Management and Engineering: Network Mains Design - Construction Drawing Requirements" and "CEOM7098 - Distribution Underground Design and Construction Manual".
- (45) **Designer's Safety Report** means a written report to be prepared and submitted by the Customer's L3 ASP, which demonstrates that the design complies with all applicable safety standards.
- (46) **DIP Expiry Date** has the meaning given to it in clause 7.2(4).
- (47) **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.
- (48) **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.
- (49) **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.
- (50) **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.
- (51) **Electrical Professional** means a licensed electrical contractor or an ASP.
- (52) **Emergency Backstop Requirements** means the requirements applicable to a Specified Solar Generating System under clause 4.7 (Emergency Backstop Requirements).
- (53) **Energise** means the application of electrical current to the Transferable Connection Assets and energisation has a corresponding meaning.
- (54) **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.

- (55) **Essential Connections Portal** means Essential Energy's on-line Essential Connections Portal available at <https://essentialenergy-au.my.site.com/essentialconnectionsportal/s/>.
- (56) **Essential Energy's Connection Standards** means the following Laws, codes, standards and guidelines:
- (a) Electricity Supply Act 1995 (NSW);
 - (b) Electricity Supply (General) Regulation 2014 (NSW);
 - (c) Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
 - (d) Gas and Electricity (Consumer Safety) Act 2017 (NSW);
 - (e) Gas and Electricity (Consumer Safety) Regulation 2018 (NSW);
 - (f) the Service and Installation Rules of NSW;
 - (g) Home Building Act 1989 (NSW);
 - (h) the National Electricity Rules;
 - (i) all Australian Standards relating to electrical installations including, but not limited to, AS/NZS 3000 – Wiring Rules, AS 4777 Grid connection to energy systems via inverters, and AS/NZS 3017 – Electrical Installations – Testing and inspection guidelines;
 - (j) Essential Energy's document titled "CEOP2015 Terms and Conditions for Contestable Works";
 - (k) Essential Energy's document titled "CEOP8030 - Electrical Safety Rules"; and
 - (l) Essential Energy's design and construction standards, accessible via the Essential Energy Document Library: <https://www.essentialenergy.com.au/partners/document-library>.
- (57) **Essential Energy-funded Assets** means connection assets or other assets that are included in the Certified Design and marked by Essential Energy as assets that Essential Energy requires and will fund, in accordance with clause 8.6.
- (58) **Essential Energy-funded Assets Works** means the work in performing the construction, installation and commission of Essential Energy-funded assets.
- (59) **Essential Energy Information** means any information or documentation:
- (a) provided; or
 - (b) made accessible or available,
- by Essential Energy to the Customer, the Customer's accredited service providers and includes all information in the Design Information Pack.
- (60) **Essential Energy's Offered Price** means the price Essential Energy, acting reasonably, has calculated is a fair price for the labour and capital costs of installing Essential Energy-funded assets.
- (61) **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) a 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) a 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.
- (62) **Expedited Application** means a connection application made in accordance with an expedited connection application in accordance with rule 5A.F.3 of the rules.
- (63) **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.
- (64) **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.
- (65) **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.
- (66) **Generating Unit** means a unit that generates electricity at a customer's premises and is connected to our distribution system.
- (67) **Inspection Hold Point** means an identified point or milestone set out in the Schedule of Key Dates for the Customer Works.
- (68) **Intellectual Property** means all present and future rights conferred by Law in or in relation to any copy right, moral rights, trade marks, designs, patents, circuit layouts, business and domain names, inventions and other result of any intellectual activity in any field whatsoever.
- (69) **L1 ASP** means Level 1 Accredited Service Provider that holds a current Authorisation issued by Essential Energy.
- (70) **L1 ASP Authorisation Agreement** means the Level 1 ASP Authorisation Agreement between Essential Energy and the Customer's L1 ASP which sets out the terms and conditions on which Essential Energy authorises the Customer's L1 ASP to undertake and/or facilitate contestable works on or near Essential Energy's distribution network.
- (71) **L2 ASP** means Level 2 Accredited Service Provider that holds a current Authorisation issued by Essential Energy.
- (72) **L3 ASP** means Level 3 Accredited Service Provider that holds a current Authorisation issued by Essential Energy.
- (73) **Land Interest** has the meaning given to it in clause 10.1(1).
- (74) **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.
- (75) **Loss** means all damages, costs, losses, expenses, Claims and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.
- (76) **LV Embedded Generating Unit** means a generating unit.
- (77) **Micro Embedded Generating Unit** means an embedded generating unit as per Australian Standard AS 4777 (Grid connection of energy systems via inverters).
- (78) **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.
- (79) **Network Information Portal** means Essential Energy's Network Information Portal which is available via Essential Energy's website.
- (80) **Notice of Completion** means a written notice issued by the Customer's L1 ASP to Essential Energy in accordance with clause 11.1.
- (81) **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.
- (82) **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.
- (83) **Rules** mean the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.
- (84) **Schedule of Key Dates** means the program for the construction of the Customer Works prepared in accordance with clause 8.3, as adjusted and/or amended from time to time by agreement between the Customer's L1 ASP and Essential Energy in accordance with this contract.
- (85) **Schedule of Site-Specific Conditions** means the Schedule to this Model Standing Offer and the connection offer outlining any conditions or requirements specific to the premises or connection.
- (86) **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 a L2 ASP at the Customer's cost but after energisation they are owned, controlled and maintained by Essential Energy.
- (87) **Shared Asset Pioneer Scheme** means the scheme requiring customers who connect to a part of the network funded by another customer in the previous seven (7) years to make a payment to connect to that network and reimburse the pioneer customer(s), as set out in Essential Energy's connection policy, available on Essential Energy's website.
- (88) **Small EG Unit** means a LV embedded generating unit or a micro embedded generating unit, as relevant.
- (89) **Small EG Connection** means a connection between a small EG unit and our distribution system.
- (90) **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.

- (91) **Specified Solar Generating System** means a Solar Generating System that is not an Exempt Solar Generating System.
- (92) **Standard Connection Service** has the meaning set out in Chapter 5A of the rules, and in this contract specifically means connection services provided by Essential Energy to permit the establishment of a connection that requires augmentation or extension of the distribution network.
- (93) **Standard Export Service** means the usual export services offered to customers under either a Basic or Standard Connection Agreement.
- (94) **Start-up Meeting** has the meaning given to it in clause 8.2(1).
- (95) **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.
- (96) **Test** means a test of the Customer Works (and if applicable, the Essential Energy-funded assets) conducted in accordance with the tests identified in the Schedule of Key Dates and Essential Energy's procedure document titled "CEOP5125 Network Asset Testing and Commissioning", and Testing and Tested has corresponding meanings.
- (97) **Transferable Assets** means the connection assets to be constructed by the Customer and to be transferred to Essential Energy in accordance with this contract. The Transferable Assets are described in the Certified Design.
- (98) **Transferable Assets Requirements** has the meaning given to it in clause 12.2.

19.2 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) 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.

Deed of Transfer

Transfer of Gifted Assets

This Deed Poll is made on the date signed by the Customer

By:

Name of Customer/Real Estate Customer: _____

ABN (mandatory where Customer is a business and for Real Estate Customer): _____

of [address]: _____

(**“Customer”**)

In favour of:

Essential Energy (ABN 37 428 185 226) of 8 Buller Street, Port Macquarie (**“Essential Energy”**)

Introduction

A. The Customer has engaged the following Level 1 Accredited Service Provider (**“Level 1 ASP”**):

Level 1 ASP: _____

ABN: _____

of [address]: _____

(**“Level 1 ASP”**, as defined in the Scheme Rules NSW Accredited Service Provider – Accreditation of Providers of Contestable Services (**“Accreditation Scheme”**)) to construct the Electricity Assets for the Customer as part of Essential Energy ECN Number: _____ (**Project**)

B. The Customer has engaged the following Level 3 Accredited Service Provider (**“Level 3 ASP”**):

Level 3 ASP: _____

ABN: _____

of [address]: _____

(**“Level 3 ASP”**, as defined in the Accreditation Scheme) to design the Electricity Assets for the Customer as part of the Project.

C. The Customer wishes to connect the Electricity Assets to Essential Energy’s network and in doing so is required to gift and transfer the Electricity Assets to Essential Energy’s network.

D. Essential Energy will accept the gift and transfer of the Electricity Assets when they are commissioned into the network, on the terms and conditions of this Deed Poll.

E. Unless otherwise specified all capitalized terms are as defined in the Model Standing Offer for a Standard Connection.



The Customer declares for the benefit of Essential Energy:

- (1) The electricity assets that are proposed to be connected to Essential Energy's network are set out in the Project ("**Electricity Assets**").
- (2) The Customer has or will engage the Level 1 ASP to construct the Electricity Assets and the Level 1 ASP was accredited under the Accreditation Scheme at the time the Electricity Assets for the Project were constructed.
- (3) The Customer has or will instruct the Level 1 ASP to construct the Electricity Assets in accordance with a design prepared by the Level 3 ASP and certified in the Project ("**Certified Design**").
- (4) The Level 3 ASP engaged by the Customer was accredited under the Accreditation Scheme at the time the Electricity Assets for the Project were designed.
- (5) The Electricity Assets are or will:
 - (a) be complete and free of defects;
 - (b) be constructed in accordance with the Certified Design;
 - (c) meet all Essential Energy connection policies and Design and Construction Standards, Legislative Requirements and Australian Standards relevant to the Certified Design;
 - (d) in all respects fit for their intended purpose; and
 - (e) be constructed in diligent manner and to the standard of skill and care expected of a qualified, competent and experienced contractor in construction of electricity assets of the nature constructed;
- (6) The Customer has ensured the Level 1 ASP it has engaged is a person conducting a business or undertaking the construction of plant or structures within the meaning of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) (together, the **WHS Laws**) and the Customer has engaged the Level 1 ASP to comply with the WHS Laws.
- (7) The Customer will, where necessary, engage a service provider (e.g., a registered surveyor) to certify that the Electricity Assets are located within an easement or such other suitable interest in land.
- (8) With effect on the date that the Electricity Assets are connected to Essential Energy's network and are energised, the Customer transfers ownership of the Electricity Assets to Essential Energy.
- (9) Essential Energy's acceptance of the Electricity Assets for commissioning is in reliance on the declarations made by the Customer in this Deed Poll.
- (10) This Deed Poll may be executed by the Customer electronically in accordance with applicable law.

EXECUTED as a Deed Poll and delivered on the date shown below



EXECUTED for and on behalf of **[INSERT] ABN [INSERT]**
in accordance with s127 of the *Corporations Act 2001*
(Cth):

.....
Signature of Director

.....
Signature of Director / Company Secretary

.....
Name of Director

.....
Name of Director / Company Secretary

.....
Date

EXECUTED for and on behalf of **[INSERT] ABN [INSERT]**
in accordance with s127 of the *Corporations Act 2001*
(Cth):

.....
Signature of Sole Director / Company Secretary

.....
Name of Sole Director / Company Secretary

.....
Date

EXECUTED for and on behalf of **[INSERT] ABN [INSERT]**
in accordance with s126 of the *Corporations Act 2001*
(Cth) by its duly authorised agent who declares that they
have not received any notice of revocation of same, in the
presence of:

.....
Signature of Authorised Agent

.....
Name of Authorised Agent

.....
Date

SIGNED, SEALED AND DELIVERED for and on behalf of
INSERT ABN INSERT by its Attorney pursuant to
Registered Power of Attorney Book **[INSERT]** No **[INSERT]**,
who declares that they have not received any notice of
revocation of same, in the presence of:

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness

.....
Name of Attorney

.....
Date

.....
Date

If executed electronically, this document was signed in counterpart and witnessed over an audio-visual link in accordance with
section 14G of the *Electronic Transactions Act 2000* (NSW)

SIGNED, SEALED AND DELIVERED by **[INSERT]** in the
presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Name

.....
Date

.....
Date

If executed electronically, this document was signed in counterpart and witnessed over an audio-visual link in accordance with
section 14G of the *Electronic Transactions Act 2000* (NSW)