



# Model Standing Offer for Standard Connection

Effective from 1 July 2024

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# 1. INTRODUCTION

## 1.0 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*.

### 1.1 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](http://essentialenergy.com.au).

### 1.2 Parties to the contract

- (1) 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*".
- (2) 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)*.

### 1.3 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. 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. CONTRACT TERM

### 3.1 Commencement of contract

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 5.6) 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 5.5, 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

- (1) As set out in clause 16.3, 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*.
- (2) 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. 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 (e.g., 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*.

### 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 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*.





## 4.6 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 4.5 and the terms of this *contract*, complies with all applicable *Laws* relating to work health and safety.

## 4.7 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 4.7(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 subclause 4.7(10) may impact upon the export limits applicable to the Customer's connection service. The notice to the Customer provided under subclause 4.7(10) 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

#### 4.8 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>.

#### 4.9 Dynamic Connections

- (1) Where the connection will have firm and flexible capacity limits (a dynamic connection arrangement), the terms of that arrangement including the relevant capacity limits, the firm import or export allowance (as applicable), and maximum dynamic import or export allowance (as applicable) shall be stated in the *Schedule of Site-Specific Conditions*.

### 5. PREPARATION AND APPROVAL OF DESIGN

#### 5.1 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*.

## 5.2 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 5.1.
- (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***).

## 5.3 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*.

## 5.4 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 5.4(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 5.4 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 5.1.
- (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*.

## 5.5 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 5.5(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 5.5.

## 5.6 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 5.5(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 5.6.

## 5.7 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 5.5) 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).



## 6. UNDERTAKING OF CUSTOMER WORKS

### 6.1 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 8; 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 6.1(1).

### 6.2 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 6.1 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.

### 6.3 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.

### 6.4 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*.

### 6.5 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.

## 6.6 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*.

## 6.7 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 ASP*s 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) Essential 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.

## 6.8 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 6.8(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:
    - (i) submit a rectification plan to Essential Energy within 7 days from the date of the notice under clause 6.8(1); and
    - (ii) correct any *Defects* and undertake any items of work contained in the notice under clause 6.8(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 6.8(2), or material for the purposes of clause 6.8(3)(a) or (b), are matters to be determined by Essential Energy in its absolute discretion.

## 6.9 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 9.3(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*).

# 7. ASP PERFORMANCE

## 7.1 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 5.5 and 5.6, 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*.

## 7.2 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*.

## 7.3 Termination of L1 ASP appointment

- (1) The Customer acknowledges that if:
  - (a) the Customer's *L1 ASP*'s performance referred to in clause 7.2(1) is not remedied; or
  - (b) the breach and/or material *Defect* referred to in clause 7.2(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 7.3(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 4.5(3) 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 6.6 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 7.3(2); or





(b) the Customer's *L1 ASP* terminates its contract with the Customer, and

the *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 6.6 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 7.3(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.

## 8. GRANT OF LEASES, EASEMENTS OR LICENSES

### 8.1 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 8.1(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 8.1(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 8.1(1) are obtained.
- (4) The satisfaction of this clause 8.1 is a precondition to *energisation* of the *Transferable Assets*.

### 8.2 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*.

## 9. COMPLETION OF CUSTOMER WORKS

### 9.1 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.



## 9.2 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 6.7, 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.

## 9.3 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 6.8(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 10.1;
  - (g) all the *Transferable Assets Requirements* have been satisfied (as set out in clause 10.2);
  - (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 9.3(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*).

## 9.4 Certificate of Practical Completion

Following completion of all relevant steps under clauses 9.2 and 9.3 (to the reasonable satisfaction of Essential Energy), Essential Energy will issue a *Certificate of Practical Completion*.

# 10. TRANSFER OF TRANSFERABLE ASSETS

## 10.1 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 10.1(1)(a).

## 10.2 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 10.6 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***).

## 10.3 Transfer of ownership upon issuance of Certificate of Practical Completion

- (1) The issuance of a *Certificate of Practical Completion* under clause 9.4 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 10.1;
  - (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 10.1 does not prevent the transfer of the *Transferable Assets* occurring under clause 10.3(2).

## 10.4 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.

## 10.5 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*.

## 10.6 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 10.2(1).

## 10.7 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 10.7, *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 10.7.
- (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*.

# 11. CHARGES

## 11.1 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*.

## 11.2 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*.

## 11.3 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.

## 12. 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 12(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*.



## 13. RISK AND LIABILITY

### 13.1 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 10); 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 10),  
  
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 13.1(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 13.1(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 10.3(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*.

### 13.2 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 10, 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.

### 13.3 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 6.6 and/or any work in respect of *Defects* under clause 6.8;
  - (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 6.8; 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*.

### 13.4 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.



## 13.5 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 13.5(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.

## 14. 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.

## 15. COMPLAINTS AND DISPUTE RESOLUTION

### 15.1 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.

### 15.2 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*.

## 16. GENERAL

### 16.1 Amending this contract

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

### 16.2 Governing law

The laws of New South Wales govern this *contract*.





## 16.3 Survival

Clauses 3, 4.3(2), 4.3(4), 4.3(6), 4.7, 9, 10, 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.

# 17. DEFINITIONS AND INTERPRETATION

## 17.1 Definitions

In this *contract*, unless otherwise defined, italicised words and phrases have the meaning given to them in this clause 17.1, or if no definition appears in this clause 17.1, 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) **AER** means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth).
- (4) **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.
- (5) **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](http://www.essentialenergy.com.au).
- (6) **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.
- (7) **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*.
- (8) **Asset Warranty Period** means the period that is two (2) years commencing on the date of *energisation* of the *Customer Works* under this *contract*.
- (9) **augmentation** of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity.
- (10) **augmentation works** means the construction, testing and commissioning for an augmentation and/or an extension required for the connection.
- (11) **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.



- (12) **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*.
- (13) **Certificate of Practical Completion** means a certificate issued by Essential Energy under clause 9.4.
- (14) **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.
- (15) **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.
- (16) **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 6.2 and 6.3.
- (17) **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.
- (18) **connection** means a physical link between a *distribution system* and the *premises* to allow the flow of electricity, and **connect** has a corresponding meaning.
- (19) **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.
- (20) **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*".
- (21) **connection assets** means those components of the distribution system used to provide standard connection services.
- (22) **Connection Charges** means the charges payable by the Customer in consideration for the provision of *standard connection services* by Essential Energy under this *contract*.
- (23) **connection offer** means the offer by Essential Energy to enter into this *contract*.
- (24) **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*.
- (25) **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*.
- (26) **Constructor's Request for Commissioning** means the request to be submitted by the Customer's *L1 ASP* under clause 9.3(1)(b)(i) using Essential Energy's document titled "*Constructor's Request for Commissioning CEOF5125.01*" available on Essential Energy's website.

- (27) **Contestable Works** has the meaning given to it in the *energy laws* and as set out in clause 4.5(2).
- (28) **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.
- (29) **Contract Commencement Date** has the meaning given to it in clause 3.1.
- (30) **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*.
- (31) **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*.
- (32) **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 10.1 (in a format provided by Essential Energy).
- (33) **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.
- (34) **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.
- (35) **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 5.
- (36) **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.
- (37) **Design Expiry Date** has the meaning given to it in clause 5.6(1)(b).
- (38) **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*.
- (39) **Design Information Pack** means the compilation of *Design Information* and *Design Requirements* provided by Essential Energy to the Customer.
- (40) **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".
- (41) **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.
- (42) **DIP Expiry Date** has the meaning given to it in clause 5.2(4).
- (43) **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*.
- (44) **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*.

- (45) **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.
- (46) **electrical professional** means a licensed electrical contractor or an *ASP*.
- (47) **energise** means the application of electrical current to the *Transferable Connection Assets* and **energisation** has a corresponding meaning.
- (48) **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.
- (49) **Essential Connections Portal** means Essential Energy's on-line Essential Connections Portal available at <https://essentialenergy-au.my.site.com/essentialconnectionsportal/s/>.
- (50) **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>.
- (51) **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 6.6.
- (52) **Essential Energy-funded assets** works means the work in performing the construction, installation and commission of Essential Energy-funded assets.
- (53) **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*.
- (54) **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*.
- (55) **expedited application** means a connection application made in accordance with an expedited connection application in accordance with rule 5A.F.3 of the rules.

- (56) **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*.
- (57) **generating unit** means a unit that generates electricity at a customer's *premises* and is connected to our *distribution system*.
- (58) **Inspection Hold Point** means an identified point or milestone set out in the *Schedule of Key Dates* for the *Customer Works*.
- (59) **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.
- (60) **L1 ASP** means Level 1 Accredited Service Provider that holds a current *Authorisation* issued by Essential Energy.
- (61) **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*.
- (62) **L2 ASP** means Level 2 Accredited Service Provider that holds a current *Authorisation* issued by Essential Energy
- (63) **L3 ASP** means Level 3 Accredited Service Provider that holds a current *Authorisation* issued by Essential Energy.
- (64) **Land Interest** has the meaning given to it in clause 8.1(1).
- (65) **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.
- (66) **Loss** means all damages, costs, losses, expenses, *Claims* and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.
- (67) **LV embedded generating unit** means a *generating unit*.
- (68) **micro embedded generating unit** means an *embedded generating unit* as per Australian Standard AS 4777 (Grid connection of energy systems via inverters).
- (69) **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*.
- (70) **Network Information Portal** means Essential Energy's Network Information Portal which is available via Essential Energy's website.
- (71) **Notice of Completion** means a written notice issued by the Customer's *L1 ASP* to Essential Energy in accordance with clause 9.1.
- (72) **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*.
- (73) **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*.
- (74) **Rules** mean the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.

- (75) **Schedule of Key Dates** means the program for the construction of the *Customer Works* prepared in accordance with clause 6.3, 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*.
- (76) **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*.
- (77) **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.
- (78) **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.
- (79) **small EG unit** means a *LV embedded generating unit* or a *micro embedded generating unit*, as relevant.
- (80) **small EG connection** means a *connection* between a *small EG unit* and our *distribution system*.
- (81) **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*.
- (82) **Start-up Meeting** has the meaning given to it in clause 6.2(1).
- (83) **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.
- (84) **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*.
- (85) **Transferable Assets Requirements** has the meaning given to it in clause 10.2.

## 17.2 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 (Subdivision).



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)

